- IV. Provided always, and these presents are upon this condition, that if the Lessee or his representatives or assigns shall neglect or fail to perform and observe any covenant herein contained which on the Lessee's part is to be performed, or if his leasehold shall be taken on execution, or if the the Lessee shall be declared bankrupt or insolvent according to law, or shall make an assignment for the benefit of his creditors, then in any such case the Lessor, or those having its estate in the Premises, lawfully may, immediately or at any time thereafter, and without notice or demand, enter into and upon the demised premises or any part thereof in the name of the whole, and repossess the same as of their former estate, and expel the Lessee and those claiming under him and remove their effects forcibly if necessary, without being taken or deemed to be guilty of any manner of trespass, and there upon this demise shall absolutely determine, but without prejudice to any remedies which might otherwise be used by the Lessor for arrears of rent or any breach of the Lessee's covenants herein contained:
- V. Provided, also, that in case the demised premises or any part thereof shall at anytime during the said term be destroyed or damaged by fire or other unavoidable casualties as to rebuilt or restored by the Lessor within 30 days thereafter, then and in that case this demise shall determine; but if the premises can be rebuilt or restored within 30 days, the Lessor will at his own expense and with due diligence sorebuild or restored the premises, and a just and propertionate part of the ments hereby reserved shall be paid by the Lessee until the premises shall have been so rebuilt or restored.
- VI. Provided, also, that in case the whole or any part of the premises hereby demised shall be taken by the City or State or other public authority for any public use, then this demise shall determine (if only a part is taken, at the election of the Lessee) from the time when possession of the whole or of the part so taken shall be required for such public use, and the rents, properly apportioned, shall be paid up to that time, and the Lessee (whether he elects that this demise shall so determine or not)