- In case of the destruction of said building or premises by fire or the elements during the term hereby created, or previous thereto, or such partial destruction thereof as to render the premises demised wholly untenantable or unfit for occupancy, or should they be so badly injured that the same cannot be repaired within sixty (60) days from the happening of such injury, then and in such case the term hereby created shall cease and become null and void from the date of such damage or destruction, and then the Tenant shall immediately surrender said premises and all his interest therein to the Landlord, and the Tenant shall pay rent within said term only to the time of such surrender; and in case of such destruction or partial destruction, the Landlord may re-enter and repossess said premises discharged from this Lease and may remove all parties therefrom; but should said premises be repairable within sixty (60) days from the happening of said injury, the Landlord may enter and repair the same with all reasonable speed, and the rent shall not accrue after said injury or while repairs are being made, but shall recommence immediately after said repairs shall be completed. But if said premises shall be so slightly injured by fire or the elements as not to be rendered untenantable and unfit for occupancy, then the Landlord agrees to repair the same with reasonable promptitude, and in that case the rent accrued and accruing shall not cease or determine. The Tenant shall immediately notify the Landlord in case of fire.
- (h) The Tenant or those claiming under it is hereby given the right and privilege, upon the termination of this lease or any renewal thereof, to remove any and all machinery, fixtures, merchandise, signs, equipment, other trade fixtures and heating and air conditioning units which the Tenant or its assigns may have placed in or upon the demised premises at its own expense. The Tenant agrees that upon removal of the above mentioned items it shall restore the premises to substantially the same condition as when received.
- (i) It is further agreed by and between the parties hereto that if at any time during the term of this lease the Tenant shall make any assignment for the benefit of creditors or be decreed insolvent or bankrupt by any court, Federal or State, or competent jurisdiction, or make any involuntary assignment of this lease, the Landlord may, at his option, terminate this lease, exercise of such option to be evidenced by notice to that effect served upon the assignee or receiver, trustee or other person in charge of the liquidation of the property of the said tenant, its successors and assigns, as the case may be, but such termination shall not release or discharge any payment of rent payable hereunder and then accrued, or any liability then accrued by reason of any agreement or covenant herein contained on the part of said Tenant.