provided the Lessee shall give at least three (3) months prior notice thereof before the expiration of the original term of this lease.

- 5. In the event that the Lessee shall be in default in payment of rent for a period of <u>two (2)</u> months or shall violate any provision herein for him to perform or shall be adjudicated a bankrupt or placed in a receivership or shall assign his assets for the benefit of creditors, then the Lessor, at its election, may (1) declare this lease terminated and enter and take possession of the demised premises, and thereafter hold the same free of the rights of the Lessee, or is heirs or assigns, or (2) declare the full rental for the entire term due and payable immediately and resort to any legal remedies at law or in equity for the enforcement or collection of the rent or to recover damages for the breach of said covenants; but, in any event, the Lessor shall nevertheless have the right to recover from the Lessee, or his heirs or assigns, any and all sums which, under the terms of this lease, may then be due and unpaid for rent or otherwise.
- 6. In the event the demised premises, or any part thereof, be partially destroyed or damaged by fire or other casualty so as to be temporarily unfit for occupancy or use, the rent, or a fair and just portion thereof, according to the nature and extent of the damages, shall be suspended and cease to be payable until the premises are restored and made fit for occupancy and use. In the event the demised premises be totally or substantially destroyed or damaged by fire and other casualty so as to be totally and permanently unfit for occupancy or use, this lease may be terminated at the election of either the Lessor or the Lessee after notice of such election shall be given in writing to the other party.
- 7. The Lessee, after first obtaining the written consent of the Lessor, may make such alterations and repairs to the premises

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