

give to or serve upon the Lessee, under and pursuant to the terms and provisions of this lease.

Such mortgagee or trustee may, at his or its option, at any time before the rights of the Lessee shall have been forfeited to the Lessor, as provided for in this lease, pay any of the rents due hereunder, or pay any taxes and assessments, or make any repairs and improvements, or do any other act or thing required of the Lessee by the terms of this lease, or do any act or thing which may be necessary and proper to be done in the observance of the covenants and conditions of this lease, or to prevent the forfeiture of this lease; and all payments so made, and all things so done and performed, by any such mortgagee or trustee, shall be as effective to prevent a forfeiture of the rights of the Lessee hereunder as the same would have been if done and performed by the Lessee instead of by any such mortgagee or trustee. Any such mortgage or deed of trust so given by the Lessee may, if the Lessee so desire, be so conditioned as to provide that, as between any such mortgage or trustee and the Lessee, said mortgagee or trustee, on making good and performing any such default or defaults on the part of the Lessee, shall be thereby subrogated to any or all the rights of the Lessee, under the terms and provisions of this lease.

No such mortgagee or trustee of the leasehold interest of the Lessee hereunder shall be or become liable to the Lessor as an assignee of this lease, until such time as said mortgagee or trustee shall by foreclosure or other appropriate proceedings in the nature thereof, or as the result of any other action or

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