ousted from the possession of the premises by reason of any defect in the title of the Lessor, the Lessee shall not be required to pay any rent under this lease while it is so lawfully deprived of the possession of the premises.

- 12. Bankruptcy, Receivership, Etc. If an execution or other process be levied on the interest of the Lessee in this Lease and Lessee fails to take prompt action to release the same, or if a voluntary petition in bankruptcy be filed by Lessee, or if an involuntary petition in bankruptcy be filed against Lessee and the same be not discharged within sixty (60) days, or if Lessee be adjudicated bankrupt in any court of competent jurisdiction or if a receiver be appointed for its property, or an assignment be made for the benefit of its creditors, then the Lessor shall have the right, at her option, to re-enter and forthwith repossess said premises and to annul and terminate this Lease and, at her option, the whole rent for the whole terms of this lease shall at once become due and payable and the Lessor may proceed by attachment, suit, or otherwise, to collect the whole rent reserved in the same manner, as if by the terms of this Lease the whole rent for the entire term were payable in advance.
- 13. Non Waiver. Failure of either party to insist upon the strict performance of any provision or to exercise any option shall not be construed as a waiver for the future of any such provision or option.

 The receipt by Lessor of rent with knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach.
- default in the payment of rent hereunder and shall remain in default for a period of five (5) days, or otherwise shall breach any of the terms, conditions or obligations imposed upon it by this lease, and shall remain in default for a period of thirty (30) days after notice from Lessor to Lessee of such default, Lessor shall have the right and privilege of terminating this lease and of declaring the same at an end and of entering upon and taking possession of said premises, and in addition thereto, shall have all of the remedies now or hereafter provided for by law for recovery of rent, possession of the premises, and damages occasioned

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