- (1) In the case of any default by Lesses other than in the payment of money hereunder, Lessor will take no action to effect a termination of the term of this Lease by the service of notice without first giving to the Leasehold Mortgagee reasonable time but not to exceed sixty (60) days within which either (i) to obtain possession of the demised premises (including possession by receiver) and cure such default in the case of a default which is susceptible of being oured when the Leasehold Hortgages has obtained possession, or (ii) to institute foreclosure proceedings and complete such foreclosure within a reasonable time but not to exceed six (6) months unless there is an Appeal to an Appellate Court; provided, however, that the Leasehold Mortgagee shall not be required to continue such possession or continue such foreclosure proceedings if the default which would have been the reason for serving such a notice shall be cured, and provided, further, that nothing herein shall preclude Lessor from exercising any rights or remedies under this Lease with respect to any other default by Lessee during any period of such forebearance.
- (j) Any Leasehold Mortgages may become the legal owner and holder of this Lease by foreclosure of its Leasehold Mortgage or as a result of the assignment of this Lease in lieu of foreclosure.
- (k) In the event of termination of this Lease or of any succeeding Lease made pursuant to the provisions of this Lease prior to its stated expiration date, Leasor will enter into a new Lease of the demised premises with the Leasehold Mortgages, for the remainder of the term, effective as at the date of such termination, at the rent and additional rent and upon the covenants and agreements, terms, provisions and limitations contained in this Lease, provided;
- (1) such Leasehold Hortgages makes written request upon the Landlord for such new Lease within thirty (30) days from The date of such termination and such written request is PAGE SEVEN agroups and by payment to Lessor of all amounts then due to Lessor,
 - (ii) such Leasehold Mortgagee pays to Leasor at the time of the execution and delivery of said new Lease any and all sums which would at the execution and delivery thereof be due under this Lease but for such termination and pays any and all expenses, including reasonable counsel fees, court costs and disbursements inchred by Lessor in connection with any such default and termination as well as in connection with the execution and delivery

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