BOOK 705 MAGE 366

Waiver of Breach

Termination of Lease Upon Non-Payment of Rent, Bankruptsy, <u>Assignment</u> for Benefit \_e<u>tc</u>.

16. No waiver of a breach of any of the covenants of this lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

17. If the rent reserved by this lease or any part thereof shall be in default fifteen (15) days after payment is due, or if a petition in bankruptcy shall be filed by LESSEE, or if LESSEE shall be adjudged a bankrupt or insolvent by any court, or if a of Creditors receiver or trustee in bankruptsy or a receiver of the property of the LESSEE shall be appointed in any suit or proceeding brought by or against LESSEE, or if LESSEE shall make an assignment for the benefit of creditors, or if an execution shall be issued against LESSEE, or if this lease shall by operation of Law pass to any person other than LESSEE, then in each and every such case, if such shall continue for thirty (30) days after written notice thereof by the LESSOR to the LESSEE, it shall be lawful for LESSOR to terminate this lease by three days' motice to that effect mailed to LESSEE, and to recover the possession of the premises by summary proceedings, and the term hereby granted, upon the service of such notice, shall immediately cease, determine and come to an end, without prejudice to any remedies which might otherwise be used.

Default by Lessor

18. If default shall be made by LESSOR in the performance of the conditions or covenants of this lease, and the default is allowed to continue for thirty (30) days after written notice thereof by LESSEE to LESSOR, the LESSEE, in addition to all other remedies now or hereafter afforded or provided by law, may at its election, perform such covenant or agreement for or on behalf of the LESSOR, or make good any such default, and any amount or amounts which the LESSEE shall advance pursuant thereto shall be repaid by the LESSOR to the LESSEE on demand, and if LESSOR shall not repay