

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 mortgagee or trustee and the Lessee, said trustee or mortgagee, 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 remedy provided for by such mortgage or deed of trust, or by proper conveyance from said Lessee, acquire the leasehold interest of the Lessee hereunder; but any person or persons, corporation or company, on acquiring the leasehold interest of the Lessee under the terms and provisions of this lease, either by judicial sale thereof, made under and pursuant to the terms and provisions of any such mortgage or deed of trust, or as the result of any other action or remedy provided for by such mortgage or deed of trust, or as the result of any legal process or proceedings whatsoever, shall thereby be and become liable to the Lessor for the performance of each and all the terms, provisions and conditions of this lease as fully and completely as is herein provided for an assignee of said lease.

R.H.J.
21. TENANTS IN POSSESSION: This lease is made subject to the rights and leases of tenants already in possession of said premises and such rights and leases shall not under any circumstances or conditions be held as a violation of the Lessor's covenant hereinbefore contained as to peaceful and uninterrupted occupancy of said premises by the Lessee, and the Lessee hereby assumes