

agreements herein contained, the Lessor, in addition to other remedies provided by law, may at his option declare the rental for the entire term immediately due and payable, or may declare this lease terminated and take immediate possession of the premises, collecting the rentals up to the retaking of such possession.

In the event the Lessee shall be adjudged a bankrupt, or shall make an assignment for the benefit of creditors, or if a receiver is appointed for the Lessee, and such appointment is not vacated within ten (10) days, or in the event a voluntary or involuntary petition is filed by or against Lessee under Chapter 10 of the Bankruptcy Act, then and in such event, the Lessor shall have the same rights as in the case of a breach by Lessee of any of the terms or covenants contained in this lease as herein provided.

(4) That any fixtures placed upon the demised premises by the Lessee shall remain its property and it shall have the right to remove the same upon vacating said premises.

(5) If the leased premises are damaged by fire, or other cause, they shall be promptly repaired by the Lessor, and the rent or a proportionate part thereof, shall be abated until the premises have been restored. In the event of total destruction or damage, rendering the premises unfit for occupancy, the Lessee shall have the option of terminating the lease or continuing the same with abatement of rent as above provided.

(6) That the terms of this lease can only be altered by written agreement signed by the parties hereto.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals the day and year first above written.

In the Presence of:

James M. Beriman)
James M. Beriman)
 As to Lessor

B. J. Ferguson (IS)
 Lessor As Trustee

J. J. McMichael)
Edna K. Badger)
 As to Lessee

DIXIE-HOME STORES, INC. (Is)
 Lessee
 BY J. J. McMichael
 And J. J. McMichael
 Executive Vice President