

Lessee upon any subsequent breach of the same or other conditions of this lease.

(21) It is mutually understood and agreed that in the event either party hereto is compelled to file suit to enforce the terms of this lease, the party prevailing in such litigation shall, in addition to all other relief granted by the Court, be entitled to the payment from the losing party of all expenses, Court costs, and reasonable attorneys fees, incurred by the prevailing party in such litigation.

(22) The Lessor represents and warrants that it is the owner of the premises herein leased and guarantees unto the Lessee the unobstructed, peaceful and quiet enjoyment of the leased premises, subject to all other terms and conditions of this lease. The Lessor further warrants that, except for the mortgage given to Fidelity Federal Savings and Loan Association of Greenville in the original amount of Fifty-four Thousand Dollars (\$54,000.00), there are no other outstanding liens and encumbrances on the leased premises and the Lessor agrees that it will not voluntarily cause any additional liens or encumbrances to be placed upon said premises during the term of this lease without first obtaining the written consent of the Lessee. It is provided further that, in the event of default in the payment of said mortgage by the Lessor, the Lessee shall have the right to apply the rent payments due under the terms of this lease directly to the payment of said mortgage.

(23) The Lessee agrees that if the lease is terminated prior to the expiration of the full twelve (12) year term and by some means other than the exercise of the Lessee's option to purchase, that the Lessee will execute and deliver unto the Lessor a quitclaim deed to the leased premises, and it is understood and agreed that in any such event, the permanent buildings and improvements located on the premises at the time of any such termination shall remain on the premises and be the property of the Lessor.

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