

Tenant waives all notices of demand or putting in default and agrees that should it default in the payment of any rental and should Landlord elect to terminate this contract of lease that it will immediately surrender possession of the leased premises to Landlord. Failure to exercise this option on the part of Landlord, or the acceptance of any installment of rent subsequent to the time that it shall become due, shall not constitute a waiver of the rights of Landlord to exercise said option in the event of any subsequent default of timely payment or otherwise; nor shall said failure to exercise this option from time to time constitute the establishment of a custom or agreement that said installment of rent should be paid at any date, dates or times other than those prescribed herein, or that Landlord waives any of its rights to demand full and final performance by Tenant of all of its obligations to Landlord.

(d) All delinquent installments of rent, and delinquent amounts due for taxes, and all delinquent amounts due for insurance premiums, as hereinabove provided, shall bear interest from their maturity dates until paid, at the rate of eight percent (8%) per annum.

(e) In the event of a default in the payment of the consideration which may be due by Tenant, as aforesaid, and in the event the collection thereof is placed in the hands of an attorney after maturity, Tenant agrees to pay all reasonable costs of collection, including attorneys fees which are hereby fixed at ten percent (10%) upon the amount of rental, taxes and insurance premiums and interest which may have become due.

IV.

COVENANT OF PEACEFUL POSSESSION

Lessor covenants that it is the owner of the property herein leased and that Tenant shall have the right to the peaceful and uninterrupted possession of the leased premises throughout the primary term hereof and any extension thereof. Landlord further covenants that the property herein leased is free and clear of all liens and encumbrances other than a mortgage in favor of Southern Bank and Trust Company, Greenville, South Carolina and that Tenant's right of occupancy under the terms of this lease primes all