

Fourteenth. In case of the destruction of said building or premises by fire or the elements, during the term hereby created, or previous thereto, or such partial destruction thereof as to render the premises demised wholly untenanted or unfit for occupancy, or should they be so badly damaged that the same cannot be repaired within ninety days from the happening of such damage, then and in such case the term hereby created shall cease and become null and void from the date of such damage or destruction, and then the Tenant shall immediately surrender said premises and all his interest therein to the Landlord, and the Tenant shall pay rent within said term only to the time of such surrender; and in case of such destruction or partial destruction, the Landlord may re-enter and repossess said premises discharged from this Lease and may remove all parties therefrom. But should said premises be repairable within ninety days from the happening of said damage, the Landlord may enter and repair the same with all reasonable speed, and the rent shall not accrue after said damage or while repairs are being made, but shall recommence immediately after said repairs shall be completed. But if said premises shall be so slightly damaged by fire or the elements as not to be rendered untenanted and unfit for occupancy, then the Landlord agrees to repair the same with reasonable promptness, and in that case the rent accrued and accruing shall not cease or determine. The Tenant shall immediately notify the Landlord in case of fire.

Fifteenth. Landlord agrees to pay to Alester G. Furman Co., Greenville, S. C., Agent, as compensation for its service rendered in procuring this Lease 5% of all rentals thereafter paid by Tenant under this Lease. Landlord agrees that if this Lease is extended, or if any new Lease is entered into between Landlord and Tenant covering Leased premises, or any part thereof, then in either of said events, Landlord in consideration of Agent's having procured Tenant hereunder, agrees to pay to Agent 5% of all rentals paid to Landlord by Tenant under extension or new lease. Agent agrees in the event Landlord sells Leased premises that upon Landlord furnishing Agent with an agreement signed by purchaser, assuming Landlord's obligations to Agent under this lease, Agent will release original Landlord from any further obligations to Agent hereunder. Tenant agrees that if this lease is assigned by him he will secure from Assignee an agreement in writing by Assignee recognizing obligation to Agent, and agreeing to pay rental to Agent herein named during period covered by Lease, any extensions thereof and any new lease between Landlord and Tenant. Agent is named as a party to this contract solely for the purpose of enforcing its rights under this paragraph and it is understood by all parties hereto that Agent is acting solely in the capacity as agent for Landlord to whom Tenant must look in regard to all covenants, agreements and warranties herein contained and that Agent shall not be liable to Tenant in regard to any matter which may arise by virtue of this lease.

Sixteenth. In the event the Tenant shall continue to remain in and occupy said premises after the expiration of the term of this Lease, such holding over shall not in any way be construed as a renewal or extension of the term of this Lease, but such holding over shall constitute a tenancy from month to month only, but subject to all of the covenants and conditions of this Lease, other than those relating to the term hereof, for which tenancy the Tenant agrees to pay to the Landlord as rental for said premises and/or liquidated damages the sum of Three Hundred Fifty and No/100----- Dollars per month payable in advance.

Seventeenth. The use of the premises herein leased is subject to any applicable zoning ordinances or regulations and setback lines of any governmental authority.

Eighteenth. No rights are conferred upon the Tenant until this Lease has been signed by the Landlord, and a copy of the Lease delivered to the Tenant.

This Lease and all covenants and conditions herein contained shall bind and/or inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

It is understood and agreed that wherever the masculine gender is used in this Lease it shall be extended when necessary to include the feminine or neuter gender and, likewise, the singular number shall be extended when necessary to include the plural.

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

MRS. FOFO PHILLIS

Witnesses as to the Landlord:

Jean H. Robinson
Charles D. ...

_____(L.S.)
Landlord

Witnesses as to the Tenant:

S. H. Cleland
S. H. Cleland, Corporate Secretary

NORTH CAROLINA MUTUAL LIFE
INSURANCE COMPANY
W. J. Kennedy, II (L.S.)
President

R. ...

RECORDED

4328 RV-2