

anything hereinbefore contained which may appear to the contrary notwithstanding, that if substantial damage or destruction of the building and improvements at that time located on said leased premises shall occur during the last two and one-half (2 1/2) years of the term of this lease, both LESSOR and LESSEE shall have the option, upon giving written notice of the exercise thereof to the other party, within thirty (30) days after the happening of such damage or destruction, to terminate this lease, in which case any and all obligations of LESSOR to restore said building and improvements shall likewise terminate. In the case of the termination of this lease, LESSEE shall be required to pay rent only up to the time of such termination, and the portion of any rent paid in advance, apportioned as aforesaid, covering the period of time subsequent to such termination, shall be refunded by LESSOR to LESSEE.

ENFORCEMENT PROVISIONS

Should any default occur under the provisions of this lease, and such default continue for a period of twenty (20) days, after written notice thereof is given to LESSEE by LESSOR, then LESSOR, at her option, may proceed to take possession of said property, and LESSEE, in such event, agrees to vacate said premises peacefully; such right to take possession, and the actual taking of possession, shall not be construed to prevent LESSOR from also proceeding against LESSEE for the collection of any rents, or for damages to the leased property, or otherwise proceeding for such and other purposes as provided by the laws of the State of South Carolina.

In the event that it is necessary for LESSOR to engage an attorney to enforce any of the covenants or obligations herein set forth, LESSEE agrees to pay all attorneys fees and commissions and all costs and expenses incurred by reason of LESSEE'S failure to

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