

Vol 1059 No 488

BOOK 1153 PAGE 926

1976

In case said premises, or any hallway, and/or staircase and/or any other means of ingress or egress to or from said premises shall be destroyed or damaged by fire or other unavoidable casualty, so that the said premises shall be unfit or unavailable for the said use by the Lessee, then and in any such case, the rent hereinbefore reserved, or a just proportionate part thereof, according to the nature and extent of the damage to said premises shall cease until the said premises shall have been put by the Lessor in proper condition for said use, and upon the Lessor's failure to do so within ninety (90) days, the Lessee may at its option treat this Lease as terminated and may thereupon vacate said premises at once and without notice.

9. The Lessor hereby covenants and warrants that it has a good right and title to lease said premises; that it will suffer and permit the Lessee to occupy, possess and enjoy said premises during the term of said, without hindrance or molestation by the Lessor or any persons claiming by or under the Lessor, and will defend against any suit or action brought by any such person.

10. It is agreed that at or before the termination of this Lease or any renewal thereof, the Lessee, its successors and assigns, may remove all property of every kind brought or installed on or affixed to the premises by it or them, provided the walls, floors and ceilings are left in good tenable condition.

11. It is agreed by and between the parties hereto that if during the term of this Lease or any extension or renewal thereof, any law, decisions, regulation or condition exists, continues or is made effectual in this City, State or Nation, which in the judgment of the Lessee, adversely affects or makes it unprofitable for the Lessee to carry on its business in these premises, then in any such event this Lease may be cancelled by the Lessee by serving a ninety (90) day written notice of cancellation on the Lessor or its (his) authorized agent and Lessee shall not be liable for any installments or rent accruing after the effective date of cancellation contained in said notice.

12. Lessor agrees to maintain the roof, exterior walls, and plate glass windows in a good state of repair during the term of this Lease, at the expense of Lessor.

13. Lessee shall have the right to erect and maintain at its sole cost, neon signs in the windows of the demised premises, and also other signs which may be affixed to the outside of the building which the demised premises are a part, and to erect and install such counters, booths, and other property and equipment deemed necessary by Lessee in the operation of its business, during the term of this Lease or any renewal or extension thereof.

14. Lessee is hereby given the right to assign this Lease and/or sublet all or any part of the demised premises to affiliated companies of Lessee and/or share occupancy with some or to others, Lessee however, remaining liable for the payments of rent and performance of the terms and conditions contained in this Lease.

15. In the event of the bankruptcy of the Lessee or should the business of the Lessee be placed in the hands of a receiver, or should the Lessee make an assignment for the benefit of its creditors, the Lessor may at its option declare this Lease immediately terminated and may take possession of the leased premises.

16. Any notices required to be sent by this Lease Agreement shall be sufficiently served on Lessee if addressed to the Lessee at the leased premises with a copy thereof addressed to TransSouth Financial Corporation, Post Office Box 471, Florence, S. C. 29501; and shall be sufficiently served on the Lessor if addressed to it at the last known address of its principal office.

17. Lessee agrees to pay to Lessor any increase in taxes and insurance, on a pro-rata basis based on square footage of building space. Increases will be computed using the 1977 tax year as a base year.

This Lease constitutes the sole contracts between the parties hereto and contains all agreements, terms and conditions with respect to the Lease of said premises; and no other agreement, oral or written, exists between the Lessor and Lessee with respect to the demised premises.

(CONTINUED ON NEXT PAGE)

4328 RV-2