

ARTICLE XII
PERSONALTY OF TENANT

If the Tenant shall not remove all its effects from said Premises at any termination of this Lease, Landlord may, at his option, remove all or part of said effects in any manner that Landlord shall choose and store the same without liability to Tenant for loss thereof, and Tenant shall be liable to Landlord for all expenses incurred in such removal and also storage on said effects. If said effects are not claimed within one month after termination of the Lease and storage has not been paid, Landlord may cause effects to be sold to satisfy the costs. Any surplus would be remitted to Tenant. Upon any termination of this Lease wherein Tenant shall be liable in any amount to Landlord, after notice of such liability has been duly given pursuant to this Lease and Tenant is declared in default, and Tenant failing to cure such default, then Landlord shall have a lien upon the personal property and effects of Tenant on said Premises, and Landlord may, at his option, without further notice, sell at private sale all or part of said property and effects for such price as Landlord may deem best and apply the proceeds of such sale upon any amounts due under this Lease from Tenant to Landlord, including the expenses of the removal and sale.

ARTICLE XIII
SURRENDER OF PREMISES

At termination of this Lease, Tenant shall surrender Premises and keys thereof to Landlord in same condition as at commencement of term, reasonable wear and tear and damage by accidental fire or other casualty excepted.

ARTICLE XIV
MEMORANDUM OF LEASE

The parties will at any time at the request of the other execute a memorandum or short form Lease Agreement in a form recordable on the public records of Greenville County, South Carolina which will constitute notice to third parties of the term of this Lease Agreement and any other portions of this Agreement excepting the rental provisions.

ARTICLE XV
ATTORNEY FEES

In case the Tenant shall, without fault on its part, be made a party to any litigation commenced by or against the Landlord and Tenant shall not be afforded a defense because Landlord had allowed a lapse of applicable insurance coverage, then the Landlord shall pay all costs and reasonable attorney's fees incurred by or against the Tenant, or in connection with such litigation. In the event of any litigation between the parties hereto to enforce any of the provisions of this Lease Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred