

14. It is understood and agreed that E. Roy Stone Company, Realtors, Greenville, South Carolina, was instrumental in effecting this Lease and all rental payments shall be made to said Company as Agent for Lessor, said real estate company shall be entitled to deduct ten (10%) percent of the lease payments as commission for its services in effecting this Lease and upon the sale of said property as hereinabove provided shall be entitled to an additional commission of ten (10%) percent of the sale price therefor.

15. In the event that the Lessee shall fail to pay the rent or any part thereof when due or shall violate or fail to perform any of the covenants hereof on the part of the Lessee to be performed (after notice of such default or breach shall have been given as hereinbelow provided), the Lessor may elect either:

To re-enter the demised premises by summary proceedings or otherwise and re-let said premises, making reasonable effort therefor and receiving the rent therefrom, the balance, if any, to be paid to the Lessee; but the Lessee shall remain liable for the equivalent of the amount of all rent reserved herein less the avails of re-letting, if any, and such amount shall be due and payable to the Lessor as damages or rent, as the case may be, on the successive rent days hereinabove provided, and the Lessor may receive such amounts periodically on said successive days; or

To terminate this Lease and to resume possession of the demised premises wholly discharged from this Lease. Such election shall be made by written notice to the Lessee at any time on or before the doing of any act or the commencement of any proceedings to recover possession of the demised premises by reason of the default or breach then existing and shall be final. If the Lessor shall elect to terminate this Lease as aforesaid, thereupon all rights and obligations whatsoever of the Lessee and of his heirs and assigns, under the Lease so far as the same may relate to the unexpired portion of the term hereof, shall cease and determine, and within thirty (30) days after receipt by the Lessee of notice of election by the Lessor to terminate this Lease as aforesaid, the parties hereto shall, by an instrument

0697

4328 RV-2