

TITLE TO REAL ESTATE

SIGNS. That Tenant shall have the right to place signs or other advertising devices, electrical or non-electrical, either parallel to the building of which the herein demised premises are a part or the whole, or at any angle thereto, at or on either the front, back, roof or sides of such building.

CONDEMNATION. That if the demised premises or any part thereof shall be taken in any proceeding by the public authorities by condemnation or otherwise, or be acquired for public or quasi-public purposes, Tenant shall have the option of terminating this lease, in which case any unearned rent shall be refunded to the Tenant. In the event that only a portion of the premises shall be taken in any such condemnation or other proceeding, and the remaining part of the premises shall be reasonably usable by the Tenant, and if Tenant elects not to terminate this lease, then the rent shall be reduced in the same proportion that the amount of floor space in the demised premises is reduced by such condemnation or other proceeding. In any such proceeding whereby all or a part of said premises are taken, whether or not Tenant elects to terminate this lease, each party shall be free to make claim against the condemning party for the amount of the actual provable damage done to each of them by such proceeding.

FORFEITURE FOR FAILURE TO PAY RENT. That if the rent above referred to, or any part thereof, shall be behind-hand or unpaid on the date of payment by the terms hereof, and remain so for a period of thirty (30) days after written notice shall have been sent by registered mail to Tenant, at 330 West 34th Street, New York City, or at a later address to be designated, and also at the demised premises, then and in such case it shall and may be lawful for the said Landlords, at Landlords' option, to declare the said term ended and enter into said demised premises or any part thereof, either with or without process of law, and expel the said Tenant, or any person or persons occupying, in, or upon the said premises, using such force as may be necessary to do so, and so to repossess and enjoy the said premises as in Landlords' former estate. Should the said term at any time be ended by the election of the Landlords, under the terms and conditions hereof, or in any other way, the Tenant hereby covenants, and agrees to surrender and deliver up the said premises and property peaceably to the said Landlords immediately upon the termination of said term.

CANCELLATION OF OLD LEASE. The parties hereto hereby covenant and agree that the lease dated August 29th, 1929 between T. Frank Hunt and South Carolina National Bank, of Greenville, South Carolina, County of Greenville, Trustee for grandchildren of J. W. Norwood, and Tenant, recorded in Deed Book 153, page 316, office of the R. M. C. for Greenville County, shall terminate and end and become null and void when possession of the demised premises with the new building to be erected by Landlords fully completed is delivered by Landlords to Tenant.

PARAGRAPH HEADINGS. The paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this lease.

LEASE BINDING ON HEIRS, ETC. It is further hereby expressly agreed and understood that all covenants and agreements herein made, shall extend to and be binding upon the heirs, devisees, executors, administrators, successors in interest and assigns of both the said Landlords and the said Tenant, and that no modification of this lease shall be binding unless evidenced by an agreement in writing signed by Landlords and signed in Tenant's name by one of Tenant's duly authorized officers.

IN WITNESS WHEREOF, Landlords and Tenant have caused this indenture to be duly executed and sealed the day and year first above written.

WITNESSES TO SIGNATURE OF
F. W. Symmes:

John D. Smeak
C. R. Duckett

F. W. Symmes (SEAL)

F. W. Symmes