

of the rental immediately due and payable together with a reasonable attorney fee and for the cost of collection, and/or to re-enter into and upon the premises and thereupon this lease shall, at the option of Landlord, absolutely terminate. It is further covenanted and agreed between the parties hereto that the filing of any petition or other proceedings in bankruptcy or insolvency against Tenant, or any adjudication that Tenant is bankrupt or otherwise insolvent, shall be deemed to constitute a breach of this lease, and thereupon, ipso facto, and without entry or other action by Landlord, this lease shall become and be terminated.

6. **DESTRUCTION BY FIRE.** Should the buildings or parts thereof be destroyed or damaged by fire so as to be partially unfit for occupancy or use, the rent shall be reduced in just proportion thereof, according to the nature and extent of the damages, until such time as the building is restored and made fit for occupancy and use. Landlord hereby agrees to make said repairs and restoration with all possible speed. Should the buildings be totally or substantially destroyed by fire or other casualty so as to be totally unfit for occupancy and use, this lease shall be terminated at the election of either party, notice thereof in writing being given to the other party.

7. **SURRENDER OF PREMISES ON TERMINATION.** Landlord covenants for Tenant's quiet enjoyment of the demised premises during the continuance of this lease, and Tenant covenants that upon the termination of this lease, that it will quietly and peaceably deliver up possession of the demised premises, in good order and condition to the Landlord or his heirs or assigns. It is agreed that within two (2) months prior to the termination of this lease, Landlord, or his agent, at reasonable times, may show the premises to any prospective tenants.

8. **SUBJECT TO MORTGAGE.** It is agreed that this lease is subject to the terms and conditions of a first mortgage to be executed by Landlord to C. Douglas Wilson & Co. and to be assigned to Southwestern Life Insurance Company. Furthermore, it is agreed that this lease shall be subordinate to any future mortgages that may be placed upon the premises.

9. **OCCUPANCY AFTER LEASE.** Should the Tenant continue to occupy the premises after the expiration of the term of this lease such holding over shall not