- 21. Holding Over. In the event Tenant remains in possession of the demised premises after the expiration of this Lease, or any renewal thereof, and without the execution of a new lease, it shall be deemed to be occupying said premises as a Tenant from month to month at a rental equal to the rental herein provided, which rental is to be payable monthly and otherwise subject to all conditions, provisions and obligations of this lease insofar as the same are applicable to a month to month lease by operation of law. Provided, that if the Tenant should become a month to month Tenant, the right to purchase is immediately cancelled.
- 22. Short Form Lease. It is understood and agreed that the terms of this agreement with respect to length of the lease, the renewal terms, and a description of the property are being set forth in a memorandum of lease of even date herewith, which said short form of lease may be used for recording purposes at Landlord's expense, to document the exact commencement and date of the lease. Any State of South Carolina documentary stamps required by law to be affixed to the original lease or the memorandum of lease upon recording shall be paid for at the expense of the Landlord.
- 23. <u>Captions</u>. The captions of the paragraphs of this lease are for convenience only, are not a part of this Lease, and do not in any way limit or amplify the terms and provisions of this lease.
- 24. This Lease contains all the agreements between the parties and may not be modified in any manner other than by agreement in writing signed by all parties hereto, or their successors in interest or assigns.
- 25. Right to Cure Default. In the event of any act or omission of tenant which would give the landlord the right to cancel or terminate this lease or to claim a partial or total eviction, landlord shall not exercise such right until it has given written notice of such act or omission to the holder of the note and mortgage covering the demised premises and giving such mortgagee a right of thirty days for remedying such act or omission.
- 26. Estoppel Certificate. The landlord agrees from time to time upon request by tenant to execute, acknowledge and deliver to tenant a statement in writing certifying, if such be the case, that this lease is unmodified and in full force and effect, that there are no defenses or offsets thereto then accrued and the dates to which the rent

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