- (18) The failure of the landlord or the tenant to take advantage of any default on the part of the landlord or tenant, as the case may be, shall not be construed as a waiver thereof, nor shall any custom or practice which may grow up between the parties in the course of administering this instrument be construed to waive or lessen the rights of the landlord or tenant to insist upon the provisions thereof.
- (19) The landlord, as part of the consideration for this lease, hereby grants unto the tenant an option to extend this lease for a period of five years from its expiration date, provided the tenant has performed all obligations on its part during the period of this lease. In the event this option is exercised, the original lease shall remain in full force and effect as to all its terms and conditions, with the exception of the monthly rental stipulated in Paragraph (3) above, as \$750.00. This shall be changed and the rental for the second period shall be \$1000.00 per month, unless the landlord agrees to reduce that figure. However, the tenant shall give to the landlord written notice of its intention to exercise said option six months prior to March 31, 1959, and unless such notice be given this option shall become void and of no effect.
- subject to the terms of a set back line agreement with the City of Green-ville, recorded in Deed Book 376 at Page 315, in the R. M. C. Office for Greenville County. In the event any portion of the leased premises are taken for public use by agreement between the parties, or by condemnation, then the rental as hereinabove stipulated shall be abated and reduced in an amount equivalent to six per cent. of the amount received by the landlord from the political subdivision acquiring the property for public use, whether said value be arrived at by agreement with the owner or by condemnation proceedings.
- (21) It is further understood and agreed between the parties hereto that the tenant is acquiring the leased premises for the purpose of continuing