

(d) That the rights or remedies reserved by Realty Company in this article shall be subordinate to the rights of Liberty Life Insurance Company as mortgagee under that certain mortgage deed executed by, or to be executed by, Foundation to secure the repayment of monies loaned and advanced to the said Foundation for the construction of buildings upon said land, to the extent of the aggregate amount of the sum of money so loaned and advanced prior to the election of Realty Company to exercise its rights hereunder, and any such repossession or sale shall be subject to such rights of Liberty Life Insurance Company, mortgagee, as aforesaid.

15. That when Foundation shall have fully paid all the amounts or sums of money which it has herein covenanted to pay hereunder, Realty Company shall and will, upon payment by Foundation to Realty Company of the additional sum of One Dollar (\$1.00), sell, assign and transfer, or cause to be sold, assigned and transferred to Foundation, its successors and assigns, all of Realty Company's right, title and interest in and to said water facilities lying within the boundaries of the land conveyed by Realty Company to Foundation, as aforesaid, and evidence such sale and transfer by an appropriate bill of sale; such conveyance, however, to be subject to all the rights herein reserved by and granted to Realty Company.

16. That Dixie Home Stores, party of the third part hereto, for and in consideration of the sum of ONE DOLLAR (\$1.00) to it in hand paid by Foundation, receipt whereof is hereby acknowledged, and of the right herein granted by Realty Company to Foundation to sublease said water facilities to Dixie, joins in executing this agreement for the purpose (in addition to its covenants and agreements hereinabove set forth) of guaranteeing unto Realty Company, and it does hereby guarantee unto Realty Company, compliance with and performance by Foundation of all and every its covenants and agreements herein expressed and contained including, but not restricted to, Foundation's covenants to pay unto Realty Company the amounts or sums of money including interest to be and become due and payable to Realty Company, as herein provided.

17. That this agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, respectively, as well as upon the parties themselves, it being the intention and agreement of the parties that the covenants of Foundation and Dixie herein contained shall, subject to the provisions of sub-paragraph (d) of Article 14, be covenants running with the title to the land conveyed to Foundation by Realty Company as aforesaid.

IN WITNESS WHEREOF, John L. Flyler, J. A. Orr, Jr., and Ernest Patton, Trustees as aforesaid, have hereunto subscribed their names and affixed their seals; and Georgia Industrial Realty Company and Dixie Home Stores have caused these presents to be executed, and their respective corporate seals to be hereunto affixed and attested, by their respective officers thereunto duly authorized, this 13th day of March, 1948, in the year of Our Lord one thousand nine hundred and forty-eight, and in the one hundred and seventy-second year of the Sovereignty and Independence of the United States of America. Done in triplicate, each part being an original.

Signed, sealed and delivered in presence of:

GEORGIA INDUSTRIAL REALTY COMPANY, By

James J. Smiley
L. H. Dean
Subscribing witnesses.

John B. Hagan
Vice President.

L. S.
ATTEST: M. E. Edgington
Secretary.