

TITLE TO REAL ESTATE

SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, J. A. Foster & J. M. Waddell, of Greenville, South Carolina, being the owner and holder of a certain Bond for Title executed by Thomas F. Allsep covering the following described premises, and other lands, situated in Greenville, County of Greenville, State of South Carolina, towit:

All that piece, parcel or lot of land in the State and County aforesaid, near the City of Greenville, and known as lots #79 and 80 of a plat known as Morgan Hill, recorded in the Office of the Register of Mesne Conveyance for Greenville in Plat Book "A" at page 70 and having the following metes and bounds, to-wit:

Beginning at an iron pin on Brandon Road southeast corner of Lot #79 and running thence with Brandon Road N. 13-3/4 E. 114 ft. to an iron pin, corner of lot #81; thence N. 83-30 E. 199.5 ft. to the beginning corner.

Being the same property conveyed to me by Anna Garren by deed dated August 12, 1938 and recorded in the R. M. C. Office for Greenville County in Deed Book 205 at page 189. dated the 28th day of April, 1941, and recorded in Book _____ at page _____, in the office of the Register of Deeds of said County and State, in consideration of the sum of One Dollar and other good and valuable considerations, in hand paid by Shell Oil Company, Incorporated, with offices at 50 West 50th Street, in the City, County and State of New York, hereinafter called "Shell", the receipt whereof is hereby acknowledged, hereby agrees that the interest of Shell in said premises above described, and the buildings and improvements located thereon, as represented by a certain lease dated the 28th day of April, 1941, executed by Thomas F. Allsep, as lessor, to Shell, as lessee, recorded simultaneously herewith, and all the terms, conditions and provisions of said lease including without limitation the right of Shell to withhold rentals accruing thereunder, shall be prior and superior to the Bond for Title above described to all intents and purposes as if said lease had been executed delivered and recorded prior to the execution of said Bond for Title and that the lien of said Bond For Title shall hereafter be subject to and subordinate to the right, title and interest of Shell in said premises and said buildings and improvements thereon, and to all the rights of Shell pursuant to said lease.

It is further agreed that in any proceeding instituted or step taken for or in connection with the foreclosure of said Bond For Title, the same shall be subject to said right, title and interest of Shell.

The undersigned further agrees that this instrument shall extend to the respective successors and assigns of Shell and shall be binding upon the respective heirs, executors, administrators, successors and assigns of the undersigned.

In witness whereof this instrument has been signed and sealed by the undersigned this 28th day of April, 1941.

Signed, sealed and delivered in the presence of:

D. B. Leatherwood
Semmie Lurey

J. A. Foster

J. M. Waddill

State of South Carolina,
County of Greenville.

Personally appeared before me Semmie Lurey, who being duly sworn, says that she saw J. A. Foster and J. M. Waddill, named in the foregoing instrument, sign, seal and, as their act and deed, deliver the same for the purposes therein mentioned, and that she with D. B. Leatherwood witnessed the execution thereof.

Sworn to before me this 28 day of April, 1941.

Semmie Lurey
Witness

D. B. Leatherwood

Notary Public

No Stamps.

Recorded September 17th, 1941 at 10:47 A. M. #13672 BY:E.G.