of the Lessor under said lease, if such default is of such a nature as to give the Lessee a right to terminate the lease, reduce rent or to credit or offset any amounts against future rents. It is further agreed that such notice will be given to any successor in interest of the Mortgagee in said mortgage provided that prior to any such default of the landlord such successor in interest shall have given written notice to the Lessee of its acquisition of the Mortgagee's interest therein, and designated the address to which such notice is to be directed.

In consideration of the foregoing agreements of the Lessee, the undersigned Mortgagee agrees that it will not disturn the possession of the Lessee under said lease upon any foreclosure of said mortgage, and that it will accept the attornment of the Lessee thereafter, if the Lessee be not then in default.

The agreements herein contained shall bind and inure to the benefit of the successors in interest of the parties hereto and, without limiting such, the agreement of the Mortgagee shall specifically be binding upon any purchaser of said property at a sale foreclosing said mortgage.

If the loan made by Mortgagee is secured by a deed of trust or security deed rather than by a mortgage, all references herein to mortgage shall be construed as referring to such other type of security instrument.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof as of the day and date first above written.

Witnesses:

"LESSEE:

DILL WAREHOUSE, INC

BY:

VND:

"MORTGAGEE"

AIKEN LOAN AND SECURITY COMP

BY:

S. AIKEN, VICE P

(Continued on next page)