

NOV 29 4 37 PM '76

VOL 1046 PAGE 988

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )  
JANKERSLEY  
R.M.C. )  
NON-DISTURBANCE, ATTORNMENT AND  
SUBORDINATION AGREEMENT

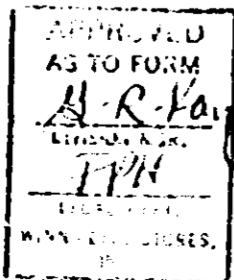
WHEREAS, JACK E. SHAW, (hereinafter referred to as Landlord) and WINN-DIXIE GREENVILLE, INC., a Florida corporation, (hereinafter referred to as Tenant) entered into a Lease dated June 12, 1976 covering a portion of the premises known and designated as University Square on Old Buncombe Road near its intersection with U. S. Highways 25 and 276 in Greenville County, South Carolina, the shopping center being more particularly described as set forth on Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, the Landlord is obtaining a loan from FIRST NATIONAL BANK OF SOUTH CAROLINA, (hereinafter referred to as the Bank or Mortgagee) to be secured by a mortgage encumbering the premises described hereinabove; and

WHEREAS, the Tenant has agreed to subordinate its interest in the aforesaid Lease to the interest of the Mortgagee under the aforesaid mortgage and the Mortgagee has agreed to recognize the rights of the Tenant under the aforesaid Lease;

NOW THEREFORE, in consideration of the mutual covenants contained herein and the sum of \$1.00 each paid to the other the parties hereto enter into the following agreement:

1. So long as no default exists, nor any event has occurred, which has continued to exist for such period of time (after notice, if any, required by the Lease) as would entitle the Landlord under the Lease to terminate the Lease or would cause, without any further action of such Landlord, the termination of the Lease or would entitle such Landlord to dispossess the Tenant thereunder, the Lease shall not be terminated, nor shall the Tenant's use, possession or enjoyment of the Leased Premises be interfered with, nor shall the leasehold estate granted by the Lease be affected in any other manner, in any foreclosure or any action or proceeding instituted under or in connection with the mortgage or in case the Bank takes possession of the Premises pursuant to any provisions of the Mortgage unless



4328 RV-23