

FILED  
GREENVILLE CO. S. C.

AUG 13 4 03 PM '77

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )  
LORNIC S. TANKERSLEY )  
R.H.C. )  
NON-DISBURBANCE ATTORNMENT AND  
SUBORDINATION AGREEMENT

WHEREAS, Robert M. Austell, as Trustee for Robert Lynn Yeargin and Nancy Sitton Yeargin, (hereinafter referred to as Landlord) and Community Bank (hereinafter referred to as Tenant), entered into a Lease dated August 1, 1977 covering premises situate at the intersection of East North Street and Broadus Avenue in Greenville, South Carolina, being known as the Community Bank Building, and

WHEREAS, the Landlord is obtaining a loan from Life Investors Insurance Company of America, (hereinafter referred to as the Lender) 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 Lender under the aforesaid Mortgage and the Lender 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:

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 Lender takes possession of the Premises pursuant to any provisions of the Mortgage unless such Landlord would have had such right if the Mortgage had not been made, except that the person acquiring the interest of the Landlord as a result of any such action or proceeding, his successors and assigns (herein called "the Purchaser") shall not be (a) liable for any act or omission of any prior landlord; or (b) subject to any offsets or defenses which Tenant might have against any prior landlord; or (c) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior Landlord; or (d) bound by any amendment or modification of the Lease made without the Lender's written consent. If the interest of Landlord under the Lease shall

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