

forth shall likewise be binding upon any third party acquiring title to the Leased Property pursuant to a foreclosure of the above described mortgage and said mortgage is hereby modified accordingly.

5. This Agreement and the Lessee's obligations hereunder to attorn to the Mortgagees are subordinate to the prior rights of Heritage Federal Savings & Loan Association (formerly Laurens Federal Savings & Loan Association) under its certain mortgage recorded April 22, 1976 in mortgage book 9365, page 610, Greenville County R.M.C. Office and under that certain Nondisturbance and Attornment Agreement between the said Heritage Federal Savings & Loan Association (formerly Laurens Federal Savings & Loan Association) and South Carolina Federal Savings & Loan Association, dated August 9<sup>th</sup>, 1977.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the day and year first above written.

WITNESSES:  
[Signature]  
Wife of Hampton

[Signature] (SEAL)  
Fred S. Curdts

Francis W. Talley  
Stebbi A. Jones

SOUTHERN BANK AND TRUST COMPANY,  
as Executor under the Will of  
James W. Curdts, Deceased, and as  
Trustee under Agreement with  
James W. Curdts dated September 11,  
1970 (SEAL)

By: [Signature]  
Trust Officer

Patricia C. Pappas  
David B. Ware

SOUTH CAROLINA FEDERAL SAVINGS  
& LOAN ASSOCIATION (SEAL)  
By: [Signature]  
S. V. P.

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