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STATE OF SOUTH CAROLINA)
)
 COUNTIES OF GREENVILLE)
 and ANDERSON)

DUPLICATE ORIGINAL SUBORDINATION
 AND NON-DISTURBANCE AGREEMENT

THIS AGREEMENT made as of this 30th day of September, 1983, by and between JIF PARTNERSHIP, a Maryland General Partnership (hereinafter called "Tenant") and OLD COURT SAVINGS AND LOAN, INC. (hereinafter called "Old Court").

WHEREAS, by Lease dated as of September 30, 1983 (hereinafter called the "Lease"), Joy Partnership, a Maryland General Partnership (hereinafter called "Landlord") has leased to Tenant and Tenant has rented from Landlord all those three tracts of land in the Counties of Greenville and Anderson, and State of South Carolina, more particularly described on Exhibit "A" attached hereto, a Memorandum of said Lease being recorded in Deed Book 1200 at page 468 in the RMC Office for Greenville County, and in Deed Book 20-C at page 883 in the Office of the Clerk of Court for Anderson County.

WHEREAS, Old Court is the holder of a Duplicate Original Mortgage of Real Estate and Security Agreement dated as of September 30, 1983, executed by Joy Partnership and recorded in Mortgage Book 1631 at page 402 in the RMC Office for Greenville County, and in Mortgage Book 618 at page 869 in the Office of the Clerk of Court for Anderson County, which constitutes a lien against the premises; and

WHEREAS, Tenant desires that Old Court recognize Tenant's rights under the lease in the event of foreclosure of Old Court's lien, and Tenant is willing to agree to attorn to the purchaser at such foreclosure if Old Court will recognize Tenant's right of possession under the Lease.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, receipt whereof is acknowledged, and for and in consideration of their respective covenants herein made, the parties agree as follows:

1. Old Court, for itself, its successors and assigns, agrees with Tenant that so long as Tenant, its successors and assigns, are not in default under any of the terms, covenants and conditions on the part of the Tenant to be performed and observed under the Lease as would permit Landlord to re-enter and terminate the Lease, Tenant and its successors and assigns, shall be entitled to remain in possession of the premises and Old Court will not disturb its peaceful possession thereof, for the original term and any renewals thereof;

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