mortgage, deed of trust or other encumbrance in the nature of a mortgage subject and subordinate to said lease, as modified herein, and to the leasehold estate created thereby and to all of Tenant's rights thereunder, or (ii) obligating any party acquiring title or right of possession under or by virtue of such mortgage, deed of trust or other encumbrance to be bound by said lease, as modified herein, and by all of Tenant's rights thereunder, provided that Tenant is not then in continued default, after notice, in the payment of rents or otherwise under the terms of said lease, as modified herein.

- 8. In all other respects, said lease and all of the applicable covenants and conditions thereof shall remain and continue in full force and effect.
- 9. This agreement shall also bind and benefit the assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this agreement, under seal, as of the day and year first above written.

WADE HAMPTON SHOPPING CENTER, INC. (Affix

Seal)

Secretary

Attest:

Witnesses:

OCT 26 1961 A M.



Mrs. Ollie Farnsworth R. M.