

4. If at the time of execution and delivery of this agreement the property of which the leased premises are a part is subject to any mortgage, deed of trust or other encumbrance in the nature of a mortgage which is prior and superior to said lease, as herein further modified, it is a further express condition hereof that Landlord shall thereupon furnish and deliver to Tenant, in form and substance acceptable to Tenant, an agreement executed by such mortgagee or trustee, either (i) making such mortgage, deed of trust or other encumbrance in the nature of a mortgage subject and subordinate to said lease, as herein further modified, 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 herein further modified, 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 herein further modified.

5. Except as otherwise specifically provided herein, said lease, as herein further modified, and all of the applicable covenants and conditions thereof shall remain in full force and effect.

6. This agreement shall also bind and benefit the heirs, personal representatives, assigns and successors of the respective parties hereto.

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

WITNESS:

Jessie J. [Signature] Paul Browning (SEAL)
Jessie D. Garrison Jr. Paul Browning
Jessie J. [Signature] Ethel S. Browning (SEAL)
Jessie D. Garrison Jr. Ethel S. Browning

WALGREEN CO.

By C. E. LaFramenta
Vice President

Joanne Kicken
Delphine Gossman

Attest:
[Signature]
Asst. Secretary

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