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GREENVILLE CO. S. C.

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BOBBI S. TANKERSLEY  
R.H.C.

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SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT

THIS AGREEMENT, made this 15<sup>th</sup> day of ~~September~~ <sup>October</sup>,  
1979, by and among GREENVILLE MALL PARTNERS (hereinafter  
called "Landlord"), KAY-BEE TOY & HOBBY SHOPS, INC.

(hereinafter called "Tenant"), and  
THE PHILADELPHIA SAVING FUND SOCIETY, 12 South 12th Street,  
Philadelphia, Pennsylvania (hereinafter called "Mortgagee").

WHEREAS, by Lease dated September 14, 1979  
(hereinafter called the "Lease"), Landlord (or Landlord's  
predecessor in interest, First Hartford Realty Corporation)  
has leased to Tenant and Tenant has rented from Landlord, a  
portion of all that certain lot or ground in Greenville  
County, South Carolina, with the buildings and improvements  
thereon erected, all as more particularly described in  
Exhibit "A" attached hereto and made a part hereof (herein-  
after called the "Premises"); and

WHEREAS, Mortgagee is the holder of a Mortgage dated  
October 25, 1978, and recorded on October 30, 1978 in the  
R. H. C. Office for Greenville County, Mortgage Book 1448,  
p. 575, which Mortgage constitutes a first lien against the  
Premises (which Mortgage as the same may be modified,  
supplemented, extended, and/or renewed from time to time  
hereinafter called the "Mortgage") and is the holder with  
respect to the Lease of an Assignment of Landlord's interest  
in the Lease also dated October 25, 1978; and

WHEREAS, Mortgagee desires that the Lease be subordi-  
nated to the Mortgage and that Tenant agree to attorn to  
the purchaser at foreclosure of the Mortgage in the event of  
such foreclosure or to Mortgagee in the event of collection  
of the rent by Mortgagee, and Tenant is willing to agree so  
to attorn if Mortgagee will recognize Tenant's rights under  
the Lease to the extent hereinafter indicated.

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