

FILED
OCT 25 1982
Donnie S. Tankersley
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SUBORDINATION ATTORMENT AND NON-DISTURBANCE AGREEMENT

Agreement made this 6th day of October, 1982, between SOUTH CAROLINA FEDERAL SAVINGS & LOAN ASSOCIATION (hereinafter "Mortgagee") and BLANCHARD MACHINERY COMPANY, INC., a South Carolina corporation (hereinafter "Lessee").

WITNESSETH:

1. Mortgagee is now the holder of the mortgages, (hereinafter referred to as the "Mortgages") as described on and as to the real estate described in the attached Exhibit A (hereinafter referred to as "Mortgaged Properties").

2. Lessee desires to lease the Mortgaged Properties from Hunt Development Company, Inc., (hereinafter referred to as "Hunt Development") provided certain agreements are reached between Mortgagee and Lessee as to respective rights and obligations of Mortgagee and Lessee pursuant to the lease (hereinafter referred to as "Lease") to be entered into between Lessee and Hunt Development and pursuant to the Mortgage.

3. Mortgagee is agreeable to said Lease, all as more particularly set out herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Mortgagee and Lessee hereby agree and covenant as follows:

FIRST: Mortgagee holds notes payable to it from Hunt Development secured by the Mortgages on the Mortgaged Properties as shown on Exhibit A.

SECOND: All payments due on the notes to the date hereof, including interest, have been paid.

THIRD: The principal balance due and owing on the notes as of the date hereof are as follows: Greenville Loan \$ 278,964.28
Lexington Loan \$ 333,867.02
Berkeley Loan \$ 331,293.80

FOURTH: Mortgagee has no knowledge of any existing defaults under any of the notes and Mortgages.

FIFTH: Mortgagee has executed no conveyance, assignment or pledge of any of the notes and Mortgages or any documentation relating thereto.

SIXTH: The Lease to be entered into between Hunt Development and Lessee shall be subject to and subordinate to the Mortgages as to the affected property and to all renewals, modifications or extensions thereof.

SEVENTH: In the event of any default by Hunt Development under any of the Mortgages, Mortgagee will take no action to enforce any claim with respect thereto without giving Lessee at least thirty (30) days' prior written notice and the right to cure such default within such period. The right to receive thirty (30) days' written notice shall be unlimited. Lessee shall in no event be obligated from and after receiving notice hereunder to cure.

EIGHTH: So long as Lessee is not in default (beyond any period given Lessee to cure such default and after notice, if any, required by the Lease) in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease or Lessee's part to be performed, Lessee's possession of the Mortgaged Property as to which the Lease applies and Lessee's rights and privileges under the Lease, or any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, shall not be diminished or interfered with by Mortgagee for any reason whatsoever during the term of the Lease or any such extensions or renewals thereof.

NINTH: In the event any of the Mortgaged Properties shall be transferred to and owned by Mortgagee by reason of foreclosure or other proceedings brought by it under the Mortgage, Lessee shall be bound to Mortgagee under all of the terms, covenants and conditions of the Lease as to the transferred property for the balance of the term thereof remaining and any extensions or

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