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OLLIE F. WORTH
R.M.C.

STATE OF SOUTH CAROLINA) AGREEMENT FOR SUBORDINATION
COUNTY OF GREENVILLE) OF MORTGAGE

WHEREAS, Thornwell Orphanage, Clinton, S. C., is the owner and holder of a mortgage upon certain real estate located in the City of Greenville, South Carolina, which mortgage was dated June 28, 1956, and made by Pleasantburg Shopping Center, Inc. as mortgagor, to R. M. Caine as mortgagee, to secure an indebtedness of \$65,000.00, payable according to the tenor of a certain promissory note of even date therewith, which said mortgage was recorded in the RMC Office for Greenville County, S. C. on June 28, 1956 in Mortgage Book 683, page 83; and

WHEREAS, said mortgage on the date of its execution was assigned to The First National Bank of Greenville, S. C., which assignment is recorded in said RMC Office in Mortgage Book 683, page 84; and subsequently, on July 6, 1956, The First National Bank, Greenville, S. C., did assign said mortgage back to R. M. Caine, and on that same day R. M. Caine did assign said mortgage to Thornwell Orphanage, Clinton, S. C. Both of these assignments are recorded in said RMC Office in Mortgage Book 683, page 506; and

WHEREAS, said mortgage covers a lot of land, with certain buildings thereon, located on the southeasterly side of Shoppers Drive, in Pleasantburg Shopping Center, Greenville, S. C., said lot being in shape a rectangular parallelogram approximately 65 feet by 184.5 feet, and being more particularly described in the mortgage above referred to; and

WHEREAS, by lease dated July 6, 1957, F. W. Woolworth Co., a New York corporation, has leased a part of the above described premises for a term of years commencing upon delivery of the premises as in said lease provided, upon the understanding that the aforesaid mortgage will be subordinated to said lease.

NOW, THEREFORE, in consideration of One (\$1.00) Dollar and other good and valuable consideration to Thornwell Orphanage, Clinton, S. C., in hand paid, receipt of which is hereby acknowledged, the said mortgagee does hereby subordinate the aforesaid mortgage upon the above described premises to the said lease dated July 6, 1957, in favor of said F. W.