

at Page 11. Said Mortgage was made by said McAlister Development Company, as mortgagor, with North Carolina National Bank, Charlotte, N.C. and The Peoples National Bank, Greenville, S.C., as mortgagees, and said mortgage was assigned by said mortgagees to Jefferson Standard Life Insurance Company on October 30, 1968 by assignment recorded in the said RMC office in Real Estate Mortgage Book 1107, at Page 586. The said mortgage, as the same may have been modified, amended or extended, is hereinafter called the "Mortgage."

NOW, THEREFORE, the parties mutually agree as follows:

1. Mortgagee hereby (a) represents that it is the sole owner and holder of the Mortgage and of the entire indebtedness secured thereby (b) consents to said Lease as it may have been amended and (c) covenants and agrees with Lessee that Mortgagee, or any person claiming by, through or under it shall not in the exercise of any of the rights arising out of the Mortgage or the debt secured thereby deprive Lessee of possession or the right to possession of the premises demised by said Lease, or of any other right granted to Lessee in said Lease as it may have been amended, for any reason other than a breach by Lessee of the covenants in said Lease, which would entitle the Lessor to dispossess the Lessee.

2. Should Mortgagee or any other person come into possession of or ownership of the title to said premises through foreclosure of the Mortgage, or through the sale of the premises pursuant to