

OCT 27 12 34 P.M.  
ELIZABETH RIDDLE  
R.M.C.

WHEREAS, ASSOCIATED REALTY CO. OF GREENVILLE, A Partnership hereinafter referred to as Owner, is the present owner in fee simple of the property briefly described as follows:

(1) That certain parcel of land in Greenville County, State of South Carolina, shown as Parcel "B" on "Plat of Property at Cedar Lane Road and Orchid Drive, etc.," prepared by Charles F. Webb, R. L. S., December 11, 1962, recorded in the RMC Office, Greenville County, S. C. in Plat Book CCC, at Page 127, reference to which is craved.

(2) Said Owner owns a leasehold interest only in and to that certain lot of land in Greenville County, State of South Carolina, shown as Parcel "C" on the plat above identified and recorded in said RMC Office in Plat Book CCC, at Page 127, reference to which plat is craved.

WHEREAS, Fidelity Federal Savings & Loan Association

hereinafter referred to as Mortgagee, is in the process of making a loan to the Owner in the sum of \$250,000.00 to be evidenced by a promissory note secured by a first mortgage to be executed by Owner covering the above mentioned property, and,

WHEREAS, all/part of said property has been demised as follows: (1) Unrecorded Lease Agreement between the Owner as Landlord, and Sky City Stores, Inc., a corporation, as Tenant, dated October 9, 1969, covering the Easterly 57,000 sq. feet of a 75,000 sq. foot one-story building on the Northerly side of Cedar Lane Road, Greenville County, S. C., which building is situate upon Parcels "B" and "C" on plat recorded in the RMC Office for said County in Plat Book CCC, at Page 127. (2) Unrecorded Lease Agreement between Owner as Landlord, and BI-LO, Inc. a corporation, Tenant, dated October 9, 1969, covering the remaining 18,000 sq. feet adjoining premises occupied by Sky City Stores, Inc. described above.

WHEREAS, Mortgagee as a condition to making said mortgage loan has required as additional security for said loan a conditional assignment of Owner's interest in said lease,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the foregoing and of the sum of Three Dollars paid by the Mortgagee to Owner, the receipt of which is hereby acknowledged by Owner, the said Owner does hereby assign, transfer, and set over unto the Mortgagee said lease(s), as additional security; and for the consideration aforesaid, the Owner does hereby covenant and agree to and with Mortgagee that it will not, without the written consent of said Mortgagee, do or allow any of the following acts:

1. Cancel said lease(s) or accept a surrender thereof unless the Owner and the Tenant(s) under the above mentioned lease(s) shall execute a new lease which shall go into effect prior to or simultaneoulsy with said cancellation and surrender, said new lease(s) to provide for a rental not less than the rent payable under the cancelled lease(s) and which shall not diminish the Tenant's obligation to pay taxes and insurance to the extent that such obligation may exist under the cancelled lease(s), and which new lease(s) shall run to a date which shall not be prior to the expiration of said cancelled lease(s). Furthermore, Owner covenants and agrees to assign said new lease(s) to Mortgagee in the same form and manner as Owner assigned said cancelled lease(s).

2. Reduce the rent, or accept payment of any installment of rent in advance of the due date hereof.

3. Modify the said lease(s) either orally or in writing, so as to decrease the term of same, reduce the rent or diminish the obligation of the Tenant with regard to the payment of taxes and insurance.

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