SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

## $\underline{W} \ \underline{I} \ \underline{T} \ \underline{N} \ \underline{E} \ \underline{S} \ \underline{S} \ \underline{E} \ \underline{T} \ \underline{H} :$

WHEREAS, Lender is about to make a loan to Plains Street, a South Carolina General Partnership, in the original principal amount of \$645,000.00, to be secured by a mortgage which will cover the real estate more particularly described therein, and which mortgage is or will be recorded in the RMC Office of Greenville County, South Carolina (and which mortgage is hereinafter called "the Mortgage"); and

WHEREAS, Robert S. Small, Jr. as Landlord (hereinafter "Landlord") by Lease dated June 2 1978, to Lessee, as Tenant, did lease and demise unto Tenant those certain premises therein more particularly described (which Lease is hereinafter called "the Lease"), and the premises demised therein are located in a shopping center development located on the easterly side of U. S. 276 frontage road and westerly side of S.C. Highway 14 near the City of Simpsonville, County of Greenville, a short form of said Lease being recorded in the RMC Office for Greenville County in Deed Book 1081at Page 210, the said premises being more particularly described on Exhibit A attached hereto and by this reference made a part hereof, and such premises being encumbered in whole or in part Gy the Mortgage; and

WHEREAS, the parties hereto mutually desire that the Lease shall not terminate but rather shall remain in full force and effect in accordance with its terms in the event the Mortgage is foreclosed or any foreclosure sale of the mortgaged premises is made or any transfer thereof in lieu of foreclosure is made;

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) each to the other in hand paid, receipt whereof

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