

be transferred by reason of foreclosure or other proceedings for enforcement of the Mortgage Tenant shall be bound to the Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be affected in accordance with any option therefor in the Lease, with the same force and effect as if the Purchaser were the Landlord under the Lease, and Tenant does hereby attorn to the Purchaser, including the Lender if it be the Purchaser, as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments upon Purchaser succeeding to the interest of the Landlord under the Lease. The respective rights and obligations of Tenant and Purchaser upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals shall be and are the same as now set forth therein except as herein otherwise expressly provided.

The Tenant specifically agrees that the Lease now is and shall at all times continue to be subject and subordinate in each and every respect to the Mortgage and to any and all increases, renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Mortgage and to any future mortgage affecting the leased premises held by the Lender.

This agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF, the subscribing corporations have caused their corporate seals to be hereunto affixed and these presents to be executed by their duly authorized officers this 1<sup>st</sup> day of August, 1977.

In the Presence of:

*Charles E. McDonald*  
*Allen W. Wambold*

*Deanna F. Houff*  
*Cynthia J. Lyness*

COMMUNITY BANK

By: *L.W.R. Rowan*  
 SENIOR VICE PRES.

LIFE INVESTORS INSURANCE COMPANY OF AMERICA

By: *Dean A. Bess*  
 Asst. Vice President

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