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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

ROBERT S. SMALL FOR SUBORDINATION AND NON-DISTURBANCE
AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of March, 1979, by and between PLAINS STREET, a South Carolina General Partnership, of which Robert S. Small and Robert S. Small, Jr., are the partners whose mailing address is Post Office Drawer 10287, Greenville, South Carolina ("Assignor"), HOME SECURITY LIFE INSURANCE COMPANY ("Mortgagee"), and FAMILY DOLLAR STORES OF SIMPSONVILLE, S. C., INC. ("Tenant");

W I T N E S S E T H:

WHEREAS, Tenant entered into a certain lease agreement dated June 1, 1978 (the "Lease Agreement") with Assignor as Landlord for premises located in the Shopping Center located at the intersection of S.C. Highway 276 and Fairview Road, County of Greenville, City of Simpsonville, South Carolina, more particularly described on the site plan attached as "Exhibit B" to the Lease Agreement and incorporated herein by reference; and

WHEREAS, Assignor desires to secure a loan in the amount of \$645,000 by the execution of a Mortgage upon certain property, including the demised premises under the Lease Agreement; and

WHEREAS, Mortgagee as a condition of making such loan to the Assignor requires that the Lease Agreement be assigned to the Mortgagee; and

WHEREAS, Tenant desires to be assured of the continued use and occupancy of the demised premises under the terms and conditions of the Lease Agreement;

NOW, THEREFORE, in consideration of the premises and \$1.00 paid by each party hereto to the other, the receipt of which is hereby acknowledged and other good and valuable consideration, the parties hereto agree as follows:

1. Tenant does hereby consent to the assignment of the Lease Agreement and subordinates the Lease Agreement and its rights thereunder to the lien of said Mortgage; provided, however, that the consent and subordination shall be contingent upon, and subject to the condition that so long as the Tenant is not in default in the performance of any of the terms of the Lease Agreement, the Tenant's possession of the demised premises and the Tenant's rights and privileges under the Lease Agreement or any extensions or renewals thereof shall not be diminished or interfered with by the Mortgagee or by anyone claiming an interest in the said property secured by the said Mortgage, whether by mesne conveyances or otherwise, as a result of a foreclosure under said Mortgage.

COPIES OF THIS AGREEMENT

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