

RECORDED
S. C.
JULY 17 1979
SLEY

Vol 1112 no 226

NON-DISTURBANCE AGREEMENT

AGREEMENT dated this 13th day of July, 1979, between First National Bank of South Carolina (hereinafter called Mortgagee) under a Mortgage dated July 1, 1976, and recorded in the R.M.C. Office for Greenville County in Mortgage Book 1371, Page 881, and Del Taco Corporation, a Delaware Corporation having its offices at 1100 Spring St., N.W., Atlanta, Georgia, 30309, (hereinafter called Del Taco).

Fidelity Union Life Insurance Company of Dallas, Texas, joins in this agreement and agrees to all clauses entered into between Del Taco Corporation and First National Bank of South Carolina. Fidelity Union Life Insurance Company holds a mortgage over Exhibit B hereinabove by virtue of a mortgage recorded in Mortgage Volume 1383, at Page 875, with assignment to the said Company being recorded in Mortgage Volume 1396 at Page 287.

WHEREAS, Del Taco Corporation is the owner of the property described on Exhibit A.

WHEREAS, Del Taco Corporation has a perpetual, non-exclusive easement for automobile and pedestrian ingress and egress over the property described on Exhibit B.

WHEREAS, Mortgagee holds a mortgage on the property described on Exhibit B, and whereas both parties desire to establish certain rights, safeguards, and obligations with respect to their respective interests.

NOW THEREFORE, the parties hereto covenant and agree as follows:

- (1) Del Taco's rights of ingress and egress over the property described on Exhibit B shall not be affected by or disturbed by the Mortgagee in the exercise of any of its rights under the Mortgage or the note secured thereby; nor shall Del Taco be named as a party defendant to any foreclosure of the lien of the Mortgage nor in any other way be deprived of its rights under its easement agreement.
- (2) In the event that the Mortgagee or any other person acquires title to the property described on Exhibit B pursuant to the exercise of any remedy provided for in the Mortgage, Del Taco's rights shall not be terminated or affected by said foreclosure or sale of any such proceedings.
- (3) Del Taco's easement rights shall be subject and subordinate to the lien of the Mortgage and to all the terms, conditions, and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof.
- (4) The foregoing provisions shall be self operative and effective without the execution of any further instruments on the part of any party hereto.

THIS AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

GCTO
3 SEP 25 1979
924
4 OCT 1979

TENANT: DEL TACO CORPORATION
William M. Galloway
VICE PRESIDENT

Brenda B. Okun
WITNESSES AS TO DEL TACO CORPORATION

Nancy R. Hehl
James L. Shrig
WITNESSES AS TO FIRST NATIONAL BANK OF SOUTH CAROLINA

MORTGAGEE: FIRST NATIONAL BANK OF SOUTH CAROLINA
Robert B. Gelfand VICE PRESIDENT
J. Michael Kraft

MORTGAGEE: FIDELITY UNION LIFE INSURANCE COMPANY
By: J. K. Lanyon Group Vice President
Donna Sue Subbuth
Tom D. ...
WITNESSES - FIDELITY UNION LIFE INSURANCE CO.

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