

GREENVILLE CO. S. C.

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VOL 1068 PAGE 159

VOL 1198 PAGE 249

SUBORDINATION NON-DISTURBANCE ATTORNEY AGREEMENT

THIS AGREEMENT made this 7th day of October, 1977, by and between SAMBO'S OF SOUTH CAROLINA, INC., hereinafter referred to as "Lessee", and JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, hereinafter referred to as "Mortgagee".

WITNESSETH:

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For the purpose of inducing the Mortgagee to make a loan to JACK E. SHAW, hereinafter referred to as "Lessor", in the amount of FOUR HUNDRED TWENTY THOUSAND AND NO/100THS DOLLARS (\$420,000.00) secured by a mortgage upon property owned by the Lessor, a part of which is subject to a Lease from Lessor to Lessee dated January 27, 1977, the undersigned Lessee does hereby agree as follows:

1. That the aforementioned Lease and the rights of the Lessee thereunder are hereby subordinated to a mortgage, and the lien thereof, securing the above mortgage loan to be made by Mortgagee, and to any renewal, substitution, extension or replacement thereof, as though said mortgage were executed prior in point of time to the execution of said Lease.

12

2. In the event of foreclosure of the aforementioned mortgage, the Lessee agrees to attorn to and accept the purchaser at the foreclosure sale as Landlord for the balance then remaining of the term of the aforementioned Lease subject to all of the terms and conditions of said Lease.

3. The Lessee agrees to give prompt written notice to Mortgagee of any default of the Lessor in the obligations of the Lessor under said Lease, if such default is of such a nature as to give the Lessee a right to terminate the Lease, reduce rent or to credit or offset any amounts against future

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