for the purpose of indicating its consent to the aforesaid Assignment to the First National Bank of Greer, with the right to reassign, under the terms and conditions hereinbefore set forth and hereby certifies that:

- a. As of <u>December 30</u>, 1963, the Borrower is not in default under any terms of the Lease of the premises occupied by Borrower, and,
- b. Agrees with the Borrower and the First National Bank of Greer, that in the event of any default under such Lease, Lessor will not terminate the Lease or take any action to foreclose any claim with respect thereto without giving to the holder of the Note at lease 60 days' prior written notice and the right to cure such default within said period, and so long as the holder of the Note has not entered into possession of the premises leased in said Lease for the purpose of operating the said business, it shall not be liable for rent or any other obligations of the Borrower, pursuant to or in connection with said Lease, and Borrower shall remain liable for all such rents and obligations.
- c. Subordinates to all liens securing the Note, until payment in full of the indebtedness evidenced by the Note, every lien of the Lessor on, and every right of the Lessor to institute proceedings to establish any lien or claim against any or all of the property hypothecated as collateral for the Note.
- d. Certifies that the Lessor has full power and authority to execute this instrument and has title to the leased premises.
- e. That none of the property of the Borrower situated on said leased premises constitutes fixtures or any part of the real estate of the Lessor as same has been placed on said premises with the agreement and understanding that such property may be removed therefrom by Borrower or assigns, and all property, hereinafter placed on the leased premises by Borrower may be removed therefrom and shall

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