

SUBORDINATION NON-DISTURBANCE ATTORNMENT AGREEMENT

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THIS AGREEMENT made this 12th day of Feb, 1967, by and between

State Farm Mutual Automobile Insurance Company, an Illinois Corp., hereinafter referred to as "Lessor", and Aiken Loan and Security Company, hereinafter referred to as "Mortgagee",

FILED
GREENVILLE CO. S.C.
MAR 13 8 28 AM '69
OLLIE FAGANS
R.M.C.

W I T N E S S E T H:

For the purpose of inducing the Mortgagee to make a loan to Botany Woods Building and Sales Co., Inc., hereinafter referred to as "Lessor", in the amount of Eighty-Five Thousand and no/100 Dollars (\$85,000.00) secured by a mortgage upon property owned by Botany Woods Building and Sales Co., Inc., a part of which is subject to a lease from Lessor to Lessee dated October 20, 1968, 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 and recorded prior in point of time to the execution of said lease.

(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 rents. It is further agreed that such notice will be given to any successor in interest of the Mortgagee in said mortgage provided that prior to any such default of the landlord such successor in interest shall have given written notice to the Lessee of its acquisition of the Mortgagee's interest therein, and

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