

FILED
GREENVILLE CO. S. C.
SEP 3 3 36 PM '74
DONNE S. T. HENSLEY
R.M.C.

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LESSOR'S AGREEMENT
IN SMALL BUSINESS ADMINISTRATION LOAN

STATE OF South Carolina
COUNTY OF Greenville

LOCATION OF PROPERTY:
102 B East Butler Avenue
Street Address
Mauldin S. C.
City State

For and in consideration of _____
_____, making a loan in the amount of FIFTEEN THOUSAND
and NO/100 (\$15,000.00) DOLLARS to John J. Javier, O. D.

_____ (herein called "Lessee"), the Lessor agrees:

1. That as of this date, Lessee is not in default under any terms of the lease of the premises occupied by borrower.
2. That in the event of any default under such lease, Lessor will not terminate the lease or take any action to enforce any claim with respect thereto without giving to the holder of the Note at least thirty ~~sixty~~ 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 in possession of the premises leased in lease for the purpose of operating the said business, it shall not be liable for rent or any other obligation of Lessee pursuant to, or in connection with said lease, and Lessee shall remain liable for all such rents and obligations.
3. That Lessor subordinates to all liens securing the Note until payment in full of the indebtedness evidenced by the Note, every lien of Lessor on, and every right of Lessor to institute proceedings to establish any lien or claim against any or all of the property hypothecated as collateral for the Note.
4. That Lessor has full power and authority to execute said instrument and has title to the leased premises or such property rights therein as to make effective the vesting in Lessee of rights with respect thereto in accordance with the terms of said lease and the said instruments.
5. That none of the property of Lessee situated on said leased premises constitutes fixtures or any part of the real estate of Lessor as same has been placed on said premises with the agreement and understanding that such property may be removed therefrom by the Lessee or assigns, and all property hereafter placed on the leased premises by Lessee may be removed therefrom and shall not be considered affixed as part of the real estate.

Signed, sealed and delivered this 1st day of August, 1974.

[Signature]
Lessor

Witness: [Signature]

Witness: [Signature]

(Acknowledgment, as required)

[Signature]
Notary Public

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