

This assignment is binding upon and inures to the benefit of said Assignee and any holder of the aforesaid Security Deed, and is binding upon and inures to the benefit of Assignor and any owner of the mortgaged premises.

IN WITNESS WHEREOF, this Assignment has been duly signed, sealed, acknowledged, and delivered by Assignor the day and year first above written.

Signed, sealed and delivered in the presence of:

NALLEY COMMERCIAL PROPERTIES (SEAL)

George H. Sudduth
Notary Public
My Commission expires 12-14-80

Malcolm E. Fowler *Asst Sec.*

The undersigned, being the Lessee(s) in the Lease(s) referred to in the foregoing Assignment of Lease, without in any way affecting, modifying or altering any of the rights of the undersigned in said Lease, hereby accepts and consents to the said assignment and acknowledges receipt of a copy hereof.

The undersigned further agrees to subordinate its interest as Lessee to the lien of the above described Deed held by the Assignee, said Lease hereinafter to be effective with respect to said Deed as if the Lease were executed subsequently to the execution and recording of the said Deed.

However, this consent and subordination to said Deed of Trust (mortgage) by undersigned Lessee are granted upon and subject to the express conditions that said Lease is recognized by the Assignee and the mortgagee (Trustee of the Deed of Trust) and that the rights of Lessee shall remain in full force and effect during the term of said Lease and any extensions thereof, notwithstanding any default by the Mortgagor (Assignor) with respect to said Deed of Trust (mortgage) or any foreclosure thereof, so long as Lessee shall perform all of Lessee's covenants and conditions of said Lease. Reference is made to paragraph No. 25 of said Lease.

SWORN and subscribed before me this 11th day of July, 1974.

BI-LO, Inc. (SEAL)
By Frank J. Callow Its President
Lessee

Robert E. Anderson
Notary Public for S. C.
My Commission expires on 7/15/80

Harold A. Kelly
Witness ASD

0323

4328 RV-2