

FILED
GREENVILLE CO. S. C.

DEC 17 10 29 AM '75

DONALD S. TANKERSLEY
R.M.C.

1028-304

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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)
SUBORDINATION AND ATTORNMENT
AGREEMENT

Agreement made this 2 day of August, 1975, between Benjamin F. Few, Chemical Bank, and Donald Vail, as Trustees for Benjamin F. Few, et al, under Agreement dated December 1, 1972, hereinafter called the "Mortgagee", and Bankers Trust of South Carolina, a state banking institution, having an office at Greenville, South Carolina, hereinafter called the "Tenant";

W I T N E S S E T H :

WHEREAS, Mortgagee is now the owner and holder of a mortgage in the original principal amount of fifty-one thousand and no/100 (\$51,000.00) dollars, recorded in the RMC Office for Greenville County in Mortgage Book 1299, page 695, covering real property situate in the County of Greenville, State of South Carolina; and

WHEREAS, Tenant is the holder of a Lease (the "Lease") dated _____ December 1, 1975, made by Eugene W. Bettis as Landlord (the "Landlord"), covering a part (the "demised premises") of the mortgaged premises, said demised premises being more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, Bankers Trust of South Carolina held a first mortgage covering the demised premises and as part of the consideration for the within Mortgagee's subordination, has released its lien from the demised premises; and

WHEREAS, Tenant proposes to destroy the existing improvements and construct new improvements, including a branch bank building, on the demised premises; and

WHEREAS, Mortgagee desires to subordinate its mortgage to the Lease and the Tenant desires to agree to attorn to the Mortgagee in the event of a default by Landlord.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Mortgagee and Tenant hereby agree and covenant as follows:

FIRST: The Mortgagee hereby subjects and subordinates its lien represented by the mortgage it holds in the original principal amount of fifty-one thousand and no/100 (\$51,000.00) dollars, recorded in the RMC Office for Greenville County in Mortgage Book 1299, page 695, to the terms, covenants and conditions of that certain

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