STATE OF SOUTH CAROLINA

SPORDINATION AND ASSIGNMENT OF LEASE

This Subordination and Assignment of Lease, made and entered into this <u>Tol</u>—day of October, 1976, by and between James H.

Taylor, Douglas O. Taylor and William T. Taylor, hereinafter referred to as "Landowner" and Cedric's, Incorporated, a corporation organized and existing under the laws of the State of South Carolina, doing business in the County of Greenville, hereinafter referred to as "Tenant".

## $\underline{\underline{W}} \underline{\underline{I}} \underline{\underline{I}} \underline{\underline{N}} \underline{\underline{E}} \underline{\underline{S}} \underline{\underline{S}} \underline{\underline{E}} \underline{\underline{I}} \underline{\underline{H}}$ :

WHEREAS, Landowner and Tenant have heretofore enteredinto a Lease dated June 30, 1976 (the same of which is incorporated herein by reference), which Lease is for property identified therein in Exhibit A and is further identified as .62 acres on a plat of the property of James H. Taylor, Douglas O. Taylor and William T. Taylor, dated September 22, 1976, prepared by Wolfe & Huskey, Inc., Engineering & Surveying (said plat being incorporated herein by reference), and

whereas, Landowner, as owner, and Tenant, as Contractor, have entered into a Contract dated August 23, 1976 wherein the Tenant has agreed to construct upon the property of the Landowner a commercial building in accordance with the terms, provisions and conditions as set forth in said Contract (said Contract being incorporated herein by reference), and

WHEREAS, the Landowner has obtained from Bankers Trust of South Carolina, Greer, South Carolina a commitment for a construction and permanent mortgage loan in the sum of Ninety-Five Thousand (\$95,000.00) Dollars, the proceeds of said loan to be used in the construction of improvements to be located upon the property being demised to the Tenant, with the loan to be secured by a first mortgage covering the demised premises and all improvements thereon, and

WHEREAS, Landowner has executed or shall hereafter, within a reasonable period of time, execute in favor of Bankers Trust of South Carolina, Greer, South Carolina a promissory note in the

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