

FILED
STATE OF SOUTH CAROLINA
GREENVILLE CO. S.C.
NONDISTURBANCE AND ATTORNMENT AGREEMENT
COUNTY OF GREENVILLE 11 D. 1977

CONNIE S. TENNERLEY
This Agreement made and entered into this 11 day of August,

1977 by and between Fred S. Curdts and Southern Bank and Trust Company, as Executor under the Will of James W. Curdts, Deceased, and as Trustee under Agreement with James W. Curdts dated September 11, 1970 (hereinafter called the Mortgagees) and South Carolina Federal Savings & Loan Association (hereinafter called the Lessee)

W I T N E S S E T H :

THAT WHEREAS, the Mortgagees are the owners and holders of a mortgage given by Pleasantburg Shopping Center, Inc. in the original principal amount of Four Hundred Fifty-nine Thousand Six Hundred Thirty-Four and 50/100 (\$459,634.50) Dollars, recorded April 29, 1976 in mortgage book 1366, page 319, Greenville County R.M.C. Office which mortgage constitutes a lien on certain real property located at the intersection of West Antrim Drive and Green Acre Road in Greenville, South Carolina and more specifically described on Exhibit A attached hereto (hereinafter called the Leased Property) which property is presently owned by Palmetto Real Estate Trust; and whereas the said Palmetto Real Estate Trust has entered into a lease agreement dated June 9, 1977 with the Lessee which covers the Leased Property for a term of years with certain options to renew, a copy of said lease agreement having been delivered to the Mortgagees and the Mortgagees hereby acknowledge receipt thereof; and

WHEREAS, one of the conditions of the Lessee's obligation under the said lease is the granting of a Nondisturbance Agreement on the part of the Mortgagees.

NOW THEREFORE, in consideration of the premises and in further consideration of the performance by the Lessee of its obligations as Lessee under the aforesaid lease, the parties do hereby agree as follows:

1. So long as the Lessee is not in default in the payment of rent or additional rent or in the performance of any of the terms of the lease, the Lessee's possession of the Leased Property and the Lessee's rights and privileges under said lease or any renewal thereof shall not be diminished or interfered with by the Mortgagees.

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