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GREENVILLE CO. S. C.

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OLLIE FARNSWORTH  
STATE OF SOUTH CAROLINA )

BOOK 1152 PAGE 228

COUNTY OF GREENVILLE )

SUBORDINATION AND NON-  
DISTURBANCE AGREEMENT

THIS AGREEMENT made this 7th day of November, 1969, by and between Winn-Dixie Greenville, Inc., hereinafter referred to as "Lessee", and Aiken Loan & Security Company, hereinafter referred to as "Mortgagee",

WITNESSETH:

For the purpose of inducing the Mortgagee to make a loan to Triam Corporation, hereinafter referred to as "Lessor", in the amount of Two Hundred Eighty-Five Thousand and No/100 (\$285,000.00) Dollars, secured by a mortgage upon property owned by Triam Corporation, which is subject to a lease from Lessor to Lessee dated 12 March 1969, the undersigned Lessee does hereby agree as follows:

1. That the aforementioned lease and the rights of the Lessee thereunder are hereby subordinated to a mortgage, and the lien thereof, securing the above mortgage loan to be made by Mortgagee, and to any renewal, substitution, extension, or replacement thereof, as though said mortgage were executed and recorded prior in point of time to the execution of said lease.
2. In the event of foreclosure of the aforementioned mortgage, the Lessee agrees to attorn to and accept the purchaser at the foreclosure sale as landlord for the balance then remaining of the term of the aforementioned lease subject to all of the terms and conditions of said lease.
3. The Lessee agrees to give prompt written notice to Mortgagee of any default of the Lessor in the obligations of the Lessor under said lease, if such default is of such a nature as to give the Lessee a right to terminate the lease, reduce rent or to credit or offset any amounts against future rents. It is further agreed that such notice will be given to any successor in interest of the Mortgagee in said mortgage, provided that prior to any such default of the landlord such successor in interest shall have given written notice to the Lessee of its acquisition of the Mortgagee's interest therein, and designated the address to which such notice is to be directed.

SIDNEY L. JAY, ATTORNEY AT LAW GREENVILLE, S. C.

In consideration of the foregoing agreements of the Lessee, the undersigned Mortgagee agrees that it will not disturb the possession of the Lessee under said lease upon any foreclosure of said mortgage, and that it will accept the attornment of the Lessee thereafter, if the Lessee be not then in default.

The agreements herein contained shall bind and inure to the benefit of the successors in interest of the parties hereto and, without limiting such, the agreement of the Mortgagee shall specifically be binding upon any purchaser of said property at a sale foreclosing said mortgage.

(Continued on Next Page)

*Please subordinated recorded in Book 1152 Page 228. Aiken Loan & Security Co. 865 Pine 481.*