

OCT 23 11 00 AM '81

SUBORDINATION, ATTORNEY AND NONDISTURBANCE AGREEMENT
R.M.C.

THIS AGREEMENT made this 22nd day of October, 1981
between Piedmont E.N.T., P. A.
a(n) _____ corporation (hereinafter referred
to as "Tenant") and PROTECTIVE LIFE INSURANCE COMPANY an
Alabama corporation (hereinafter referred to as "Mortgagee").

W I T N E S S E T H:

WHEREAS, Mortgagee is now or will become the owner
and holder of a Mortgage and Security Agreement dated
November 28, 1980, (hereinafter referred to as "Mortgage")
(which term shall be construed to include a Deed of Trust or
Deed to Secure Debt) which is recorded in Book 1526, Page 569,
in the RMC Office of Greenville County,
South Carolina, *which secures a Note in the original
principal amount of \$400,000.00 and which encumbers the
real property, together with the buildings and improvements
thereon, described in Exhibit "A"; and

WHEREAS, Tenant is the holder of a lease (hereinafter
referred to as the "Lease") dated June 2, 1976, with
Lanwa Properties as landlord (hereinafter
referred to as "Landlord") covering certain premises more
particularly described in the Lease (hereinafter referred to
as the "Demised Premises"); and

WHEREAS, Tenant and Mortgagee desire to confirm their
understanding with respect to the Lease and the Mortgage.

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

1. The Lease and the rights of Tenant thereunder
are now and at all times hereafter shall be subject and
subordinate to the Mortgage and to all renewals, modifications
or extensions thereof, but such renewals, modifications and
extensions shall nevertheless be subject and entitled to the
benefits of the terms of this Agreement.
2. So long as Tenant is not in default (beyond any
period given Tenant to cure such default) in the payment of
rent or in the performance of any of the terms, covenants
or conditions of the Lease on Tenant's part to be performed,
Tenant's possession of the Demised Premises and Tenant's rights
and privileges under the Lease, or any extensions or renewals
thereof which may be effected in accordance with any option
granted in the Lease, shall not be diminished or interfered
with by Mortgagee, and Tenant's occupancy of the Demised
Premises shall not be disturbed by Mortgagee during the term
of the Lease or any such extensions or renewals thereof.
3. So long as Tenant is not in default (beyond any
period given Tenant to cure such default) in the payment of
rent or in the performance of any of the terms, covenants or
conditions of the Lease on Tenant's part to be performed,
Mortgagee will not join Tenant as a party defendant for the
purpose of terminating or otherwise affecting Tenant's interest

*as amended by First Amendment to First Mortgage and Security Agreement
dated October 22, 1981, and recorded in Book 1556 Page 1
aforesaid records

GCTO -----30C2381 079

7.00CD

4328 RV-2