CREENVILLE CO. S.C.
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ELIZABETH RIDDLE R.M.C. VOL 960 PAGE 392

STATE OF SOUTH CAROLINA

GREENVILLE

COUNTY OF

NON-DISTURBANCE AGREEMENT

THIS IS AN AGREEMENT, dated this day of June 1, 1972, by and between ROSE M. CUNNINGHAM, Individually and as Executrix of the will of E. F. Cunningham, deceased, (Hereinafter called "Owner") and MOBIL OIL CORPORATION, a New York Corporation, (hereinafter called "Mobil").

BACKGROUND

- A. Owner by Lease Agreement dated March 23, 1972, leased a portion of her property, in or about the Northeast corner of Wade Hampton Boulevard and Edwards Mill Road, Taylors Town, County of Greenville and State of South Carolina, to Properties Unlimited, Inc., a South Carolina corporation ("Properties"). A copy of said Lease Agreement ("the Lease Agreement") is attached hereto and made part hereof as Exhibit A.
- B. Properties by Lease CO-952C (5-69) dated Notice 28, 1971, leased a portion of the premises described in the Lease Agreement to Mobil. A copy of said Lease CO-952C (5-69) ("the Mobil Lease") is attached hereto and made part hereof as Exhibit B.
- C. For their mutual benefit the undersigned make the agreements herein contained.

WITNESSETH:

- That Owner and Mobil represent and agree:
- (a) That Owner is the landlord named in the Lease Agreement, that said Lease Agreement is in full force and effect and there are no defaults thereunder.
- (b) That Owner is vested with title in fee simple to the property described in Lease Agreement, free and clear of all liens and encumbrances, except the Lease Agreement and those liens and encumbrances therein set forth.
- (c) That Owner consents to the Mobil Lease and agrees that in the event of the cancellation, termination, expiration or surrender of the Lease Agreement, the Mobil Lease shall be binding upon her with the exception of Paragraphs 8 and 16 and shall continue in full force and effect, with these exceptions only for the full unexpired term and any renewals or extensions thereof, and upon the cancellation, termination, expiration or surrender of the Lease Agreement, Owner shall immediately become and be vested with all