



NON-DISTURBANCE AND ATTORNMENT AGREEMENT

DOWNIE S. TANKERSLEY

R.M.C.

THIS AGREEMENT, made this 7th day of October, 1974, between FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, whose address is P. O. Box 1268, Greenville, South Carolina 29602, (hereinafter called "Fidelity Federal") and WINN-DIXIE GREENVILLE, INC., a Florida corporation duly qualified to transact business in the State of South Carolina, whose address is P. O. Box 1088, Greenville, South Carolina 29602, (hereinafter called "Winn-Dixie");

W I T N E S S E T H :

WHEREAS, Fidelity Federal is the owner and holder of a mortgage dated January 19, 1973 from Threatt-Maxwell Enterprises, Inc., a South Carolina corporation, to Fidelity Federal, given to secure the notes or obligations therein described, and which mortgage is recorded in Mortgage Book Volume 1,264, Page 141, in the Offices of the Register of Mesne Conveyances for Greenville County, South Carolina, the said mortgage covering the real estate therein more particularly described (and which mortgage is hereinafter called "the Mortgage"); and

WHEREAS, Winn-Dixie has entered into a lease between Threatt-Maxwell Enterprises, Inc., a South Carolina corporation, as Landlord, and Winn-Dixie Greenville, Inc., as Tenant, dated April 4, 1975, demising a certain store building to be constructed within a shopping center development located on the easterly side of Old Spartanburg Road near its intersection with Brushy Creek Road, County of Greenville, State of South Carolina, the shopping center being more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter called "the Lease"), and such shopping center premises being all or a portion of the real estate encumbered by the Mortgage, and which Lease, or a short form thereof, is or will be recorded in the Offices of the Register of Mesne Conveyances for Greenville County, South Carolina, respectively; and

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