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2. In the event that there is a foreclosure under the said Mortgage for any reason, the Tenant shall be bound to the Mortgagee and/or any other person(s) who by virtue of the foreclosure succeed to the interests of the Assignor, under all of the terms of the Lease Agreement for the balance of the term thereof remaining, including any extensions or renewals thereof elected by the Tenant, with the same force and effect as if the Mortgagee and/or such other person(s) succeeding to the interests of the Assignor were the Landlords under the Lease Agreement and Tenant hereby attorns to the Mortgagee and/or such other person(s) so succeeding to the interests of the Assignor as its Landlord under the Lease Agreement, such attornment to be effective and self-operative, without the execution of any further instrument. Notwithstanding anything herein to the contrary, the Tenant shall be under no obligation to pay rent to the Mortgagee or to such other person(s) so succeeding to the interests of the Assignor on foreclosure until the Tenant receives written notice from the Mortgagee and/or such other person(s) so succeeding to the interests of the Assignor that it has succeeded to the interests of the Assignor under the Lease Agreement. The respective rights and obligations of the Tenant and the Mortgagee and/or such other person(s) so succeeding to the interests of the Assignor on foreclosure, upon such attornment shall to the extent of the then remaining balance of the term of the Lease Agreement, including any extensions or renewals thereof elected by the Tenant, be the same as now set forth therein, it being the intention of the parties hereto for this purpose to incorporate the Lease Agreement in this Agreement by reference with the same force and effect as if set forth at length herein.

3. In the event that there is a foreclosure under the said Mortgage for any reason, the Mortgagee and/or any other person(s) who by virtue of the said foreclosure succeed to the interests of the Assignor in the property subject to the said Mortgage shall be bound to the Tenant under all of the terms of the Lease Agreement, and the Tenant shall, from and after such event, have the same remedies against the Mortgagee and/or such other person(s) so succeeding to the interests of the Assignor for the breach of an agreement contained in the Lease Agreement that the Tenant might have had under the Lease Agreement against the Landlord.

4. The rights and obligations hereunder of the Assignor, Tenant and Mortgagee shall bind and inure to the benefit of their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and sealed, this the day and year first above written.

Witnesses:  
*James M. Wolfe*  
*James C. Blakely Jr.*

ASSIGNOR  
 PLAINS STREET

By: *Robert S. Small, Jr.* (SEAL)  
 Robert S. Small, Jr., General Partner

Witnesses:  
*Bonnie P. Conner*  
*Mildred J. Barnes*

MORTGAGEE  
 HOME SECURITY LIFE INSURANCE COMPANY  
 By: *[Signature]*  
 Attest: *Helen Byrd, Corp. Secy*  
 TENANT  
 FAMILY DOLLAR STORES OF SIMPSONVILLE, S.C., INC.

Witnesses:  
*[Signature]*  
*[Signature]*

By: *Dennis E. Deane*  
 President  
 ATTEST  
*[Signature]*  
 Secretary

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