

Company shall be entitled to retain possession of the property until such advancements and interest are fully paid.

It is further agreed that Company shall be required to account for only such rentals and payments as are actually collected by it. Nothing herein contained shall be deemed to create any liability on the part of Company for failure to rent the premises or any part thereof, or for failure to make collections of rentals, or for failure to do any of the things which are authorized herein. This instrument is a grant of rights and privileges to Company and shall not be held to create any duties or liabilities except as herein expressly set out. For the purpose of accounting the books and records of Company shall be deemed prima facie correct.

It is further understood and agreed that Company shall in the exercise of its control and management of the premises be deemed the agent of Owner and shall not be liable for any damage to any person or property, where such damage arises out of the operation of, or in connection with the said premises.

It is further understood and agreed that the acceptance by Company of any payment or performance under any lease or other contract with reference to the said premises, from any tenant or other person, shall not bar nor abridge any of the rights of Company under its mortgage, against such tenant or person.

This contract shall remain in full force and effect so long as the indebtedness secured by the above described mortgage or any extension or renewal thereof remains unpaid and, in the event of foreclosure, during any period of redemption and until the recording of the deed issued under such foreclosure proceedings and until delivery of actual and complete possession of the premises to the grantee in such deed. This agreement shall not affect Owner's right to redeem from foreclosure sale; but such redemption shall not terminate this agreement unless and until said mortgage debt or any judgment rendered thereon plus interest, costs and expenses and any advancements made by Company, with interest as above mentioned, have been fully paid it. In the event of termination of this agreement Owner shall approve and accept any and all outstanding leases made by Company or its agent; but only to the extent of a period of one year from date of termination of this agreement.

The provisions of this agreement are a covenant running with the land herein described and shall bind all persons hereafter acquiring any interest in the said premises; and it is expressly agreed that the within assignment and grant of rights and powers is coupled with an interest.

Any amount received or collected by Company by virtue of this agreement shall be applied as follows (but not necessarily in the order stated) the priority of payment of such items to be within the sole discretion of Company:

1. To the repayment to Company of any and all amounts advanced by it under the terms of this agreement, together with interest at <sup>seven</sup> ~~six~~ Per Cent (7%) per annum on the respective advancements from the date of the same.
2. To the payment of taxes, assessments and charges and the expense of insurance, repairs to and improvements on the property; but Company shall not be obligated to keep insurance on, make repairs to and/or improvements on the property.
3. To the payment of all other necessary expenses of the management, protection and/or preservation of the property.
4. To the payment of all amounts due or to become due under the said mortgage or any extension or renewal thereof and/or to the payment of any judgment rendered thereon together with interest, costs and expenses.
5. The surplus, if any, after full payment of the above, shall be paid to the then Owner of record of the said premises.

It is understood that this agreement is but an additional security for the payment of said mortgage debt, and shall not be deemed to be payment thereof except as to money actually received by Company as and when applied as such payment; nor shall this agreement be deemed a waiver of any default occurring hereafter in the full performance of the conditions of the said mortgage; nor shall the application of any money received by Company under this agreement towards curing such default in any manner waive such default or prevent foreclosure because of the same, Company hereby expressly reserving all its rights and privileges under the said mortgage as fully as though this agreement had not been entered into.

Company shall not be liable for any act or failure to act under the terms of this agreement, except for willful misconduct or gross negligence, nor shall Company be liable for the act or omission of any agent, if Company shall have used reasonable care in the selection of such agent.

Notwithstanding that this instrument is a present and executed assignment of the rents, issues and profits and a present and executed grant of the powers hereinbefore granted to Company, it is agreed that until default occurs in the performance of the terms and conditions of the said mortgage or the note secured thereby and Company elects to collect such rents, issues and profits or to manage the mortgaged property, Owner is to be permitted, at the sufferance of Company, to collect and retain said rents, issues and profits; provided, however, that in no event shall Owner have authority to collect any rents, issues or profits for more than one month in advance, and; provided further, that if a petition in bankruptcy is filed by or against Owner, or if any proceeding is instituted for the reorganization of Owner or the adjustment of the obligations of Owner, or if Owner makes any assignment for the benefit of creditors, or if an application for a Receiver is filed against Owner which will or may affect the said real estate, then, upon the happening of any one or more of such events, Company shall have the immediate and automatic right to the management and control of the said real estate and improvements and to collect the rents, issues and profits, to the full extent of all rights given it under this agreement, even though there be no existing default on the part of Owner.

Nothing herein contained shall affect or apply to that certain lease February 10<sup>th</sup> 1958, executed by Wooten Corporation of Wilmington, as lessor, and The Hilton-Davis Chemical Co., as lessee.

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