

and deliver such note and mortgage to Ralph S. DeLoach, his heirs, executors, administrators or assigns, or to his nominee;

3. That Winchester Graham, Inc., shall not assign, hypothecate, or otherwise dispose of any of the notes and mortgages set forth and described in Exhibits "A" and "C" hereto without expressly limiting in writing such assignment, hypothecation, or other disposition to its interest therein at the time thereof, to-wit, to so much of its original purchase of a sixty-seven and one-half (67½%) per cent interest in and to each note and mortgage described or referred to in Exhibit "A" hereto as then remains unrecovered; or to so much of its original purchase of a seventy-six (76%) per cent interest in and to each note and mortgage described or referred to in Exhibit "C" hereto as then remains unrecovered.

4. That whenever Ralph S. DeLoach, his heirs, executors, administrators or assigns, shall be called upon to repurchase the interest of Winchester Graham, Inc., in and to any of said notes and mortgages under the provisions of paragraph six (6) of the letter agreements (Exhibits "B" and "D" hereto), that the said Ralph S. DeLoach, his heirs, executors, administrators or assigns, shall be entitled to repurchase the same upon the following basis: Taking the amount of money actually advanced and paid over by Winchester Graham, Inc., to Ralph S. DeLoach in connection with its purchase of an interest in such note and mortgage as the principal sum, and then computing pure interest at the rate of seven per cent (7%) per annum for the time the money so advanced was held by Ralph S. DeLoach, his heirs, executors, administrators or