

DURBIN CREEK, INC.

TO

VIRGINIA D. ROGERS

MORTGAGE OF REAL ESTAE

(continued)

in full on August 8th, 1990; provided, however, that after \$10,000.00 shall have been received by the Mortgagor from the sale of any portion of the above property, whether by deeds of conveyance, collections on contracts of sale or otherwise, the Mortgagor will pay to Mortgagee a minimum of 50 per cent of all proceeds to be applied toward the principal and interest then and from time to time due under the terms hereof. The term "sales" or "proceeds of sale" is hereby defined to mean any income or cash receipts from resale of portions of the property described herein in any form whatsoever including deeds, contracts for sale, bonds for title or other legal or equitable disposition of any portion of said property.

For the purposes hereof, the Mortgagor covenants and agrees to maintain accurate records and accounts of all receipts of income and sales proceeds as herein defined and to render to the Mortgagee an annual accounting thereof prepared in accordance with accepted accounting principles. Mortgagee shall have the right from time to time during the term of this mortgage to inspect the books and records of the Mortgagee relating to the sales and collection of proceeds from the sale or other disposition of any portion of the property described herein during reasonable business hours.

*3 Durland Court
Saylor, R E 39687*

RECORDED AUG 27 1980 at 12:4 P.M.

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