2. It is further agreed that mortgagee may, at its option, perform any provision of any lease on the mortgaged premises, or any part thereof, for and on behalf of the mortgagor and at mortgagor's expense, and any amount advanced for this purpose shall bear interest at the rate of seven (7%) per cent per annum, shall be a part of the mortgage, shall be secured by this mortgage and shall be payable on demand. Such performance on behalf of the mortgagor may be made either before or after default of the mortgagor, at the option of mortgagee.

3. Notwithstanding anything herein contained, it is agreed that so long as that certain lease dated February 10, 1958, as amended, executed by Wooten Corporation of Wilmington, as lessor, and The Hilton-Davis Chemical Co., as lessee, remains in full force and effect, insurance proceeds from any hazard insurance shall be released by mortgagee on the written request of the owner or tenant to be used for the reconstruction, restoration or rebuilding of the improvements so damaged or destroyed, all as provided in said lease.

Nothing herein contained shall operate to alter, affect or change any of the terms, conditions or covenants conveyed in said mortgage, it being intended that the provisions incorporated in this instrument are to supplement and be in addition to the provisions, conditions and covenants of the original mortgage.

Dated and executed this 4th day of May, 1959.

Signed, sealed and delivered in the presence of:

WOOTEN CORPORATION OF WILMINGTON

Traver B. Theyear

Patrik c. Sout

Richard D. Wooten - President

Attest: Walter M. Wooten - Secretary

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

SS:

PERSONALLY appeared before me Frances B.Holtzclaw, and made oath that she saw Richard D. Wooten, as President, and Walter M. Wooten, as Secretary, of Wooten Corporation of Wilmington, a corporation chartered under the laws of the State of South Carolina, sign, seal with its corporate seal and as the act and deed of said corporation deliver the within written instrument, and that she, with Patrick C. Fant ____ witnessed the execution thereof.

Traves B. Hallzelaw

SWORN TO before me this 4th day of May, 1959.

Potrik c. Jan

for South Carolina commission expires: at the pleasure of the Governor of South Carolina.

Recorded May 28, 1959 at 2:23 P. M. #31612