

(FCX, Inc. prior to charter amendment effective December 15, 1965 was Farmers Cooperative Exchange, Incorporated; see Incorporations Docket S, Page 490, Wake County Clerk of Court Office and also Secretary of State Office.)

TOGETHER with all machinery, appliances, equipment, furniture, fixtures, and all other like personal property now owned and hereafter acquired by Mortgagor, now placed, located, stored, or installed in, on, or about the real estate described above, or used in connection therewith, and all such machinery, appliances, equipment, fixtures, furniture and like personal property which may hereafter be placed, located, stored or installed in, or thereon, or used in connection with Mortgagor's operations, located on said premises.

TOGETHER with all and singular the rights, members, hereditaments, and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD the above described property unto Mortgagee, its successors and assigns, forever.

The note evidencing indebtedness shall bear interest at the rates provided therein, until paid in full, payable as provided therein.

Provided, further, that if Mortgagor shall pay to Mortgagee all indebtedness secured hereby and shall perform all of the covenants, agreement, and conditions contained herein and in the note evidencing said indebtedness, then this mortgage shall be null and void.

MORTGAGOR hereby covenants, undertakes and agrees:

First. That Mortgagor will pay the said sum of money and interest thereon, according to the tenor and effect of said note, together with all costs and expenses of collection thereof, which, if collected by an attorney through suit or otherwise, shall include a reasonable attorney's fee of not less than ten per cent (10%) of the total amount of principal and interest due and hereby secured.

Second. That Mortgagor is lawfully seized of said property and has good right to sell and transfer the same free of all encumbrances, except

Third. Mortgagor will pay all taxes, assessments and other governmental charges that may be levied or assessed upon the property herein described and all judgments, liens, and charges that may be or become a lien thereon and will insure and keep insured as may be required by Mortgagee from time to time the above described property against loss or damage by fire, windstorm or other casualty, in such form and in at least such amount, and in such company or companies, as shall be satisfactory to Mortgagee, with a mortgagee clause, satisfactory to Mortgagee, providing that the loss, if any, be payable to Mortgagee, as its interest may appear at the time of the loss. Any amount received in settlement of a loss may be applied at the option of Mortgagee either on such part of the indebtedness secured by this instrument as Mortgagee may in its sole discretion determine, or to the replacement, reconstruction or repair of the property so damaged or destroyed. In event Mortgagor shall fail to pay any taxes, judgments, assessments or other governmental charges levied against the property herein described, or to pay the premiums of insurance herein provided for, or any judgments, liens, claims, or charges that may be or become a lien on the property herein described, Mortgagee may pay said taxes, judgments, premiums, claims, and charges and any amounts so paid shall be a lien on the property herein described, shall be secured by this instrument, shall bear interest at the rate prescribed by law, and shall be immediately due and payable.

Fourth. That Mortgagor further agrees to keep all buildings, fixtures, machinery and equipment subject to this mortgage in good and substantial repair during the continuance of this lien and will not cause, suffer or permit waste thereof; that it will not, during the existence of any part of the lien herein provided for, sell, lease or assign, all or any part of the property herein described without the written consent of Mortgagee, its successors or assigns, approving such sale, lease or assignment.

Fifth. As further security for the payment of the indebtedness hereby secured, Mortgagor hereby assigns, sets over and transfers to Mortgagee, its successors and assigns, all the rents, profits, and income of the property herein conveyed unpaid