

is further agreed, by and between the said parties, that this said promissory note and this Mortgage shall be subject to all of the terms and conditions of that certain Stock Purchase Agreement entered into between the Mortgagor and Mortgagee on October 31, 1974, in which ASH TOOL SOUTH, INC., agreed to liquidate the indebtedness owed to ASH MAIL ORDER SYSTEMS, INC., for certain consigned inventories in the amount of \$36,000.00 for which the Mortgagee has been held accountable. The default provisions of this said promissory note and this Mortgage shall become effective only in the event that ASH TOOL SOUTH, INC., defaults in its agreement with ASH MAIL ORDER SYSTEMS, INC., for the payment of the consigned inventories in the amount of \$36,000.00. The Stock Purchase Agreement entered into by the Mortgagor and Mortgagee is hereby incorporated by reference and made a part of this Mortgage insofar as it pertains to the payment of the consigned inventories.

And it is lastly agreed, by and between the said parties, that the said Mortgagor, J. A. TINSLEY, has the right to hold and enjoy said premises until default of payment shall be made.

WITNESS my hand and seal this 28<sup>th</sup> day of July,  
in the year of our Lord 1975.

Signed, sealed and delivered  
in the presence of:

Madelyn Crumpler  
John A. Gillis

J. A. TINSLEY (SEAL)

PROOF BY SUBSCRIBING WITNESS

STATE OF Florida  
COUNTY OF Hillsborough

PERSONALLY Appeared before me JOHN A. GILLIS  
who, being duly sworn, says that he saw the within named J. A. TINSLEY  
sign, seal and as his act and deed, deliver the foregoing Mortgage, and  
that he with MADelyn CRUMPLER witnessed the execution

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