

seized of said premises in fee simple and has good right and lawful authority to sell, convey and mortgage the same; that said premises are free from all liens and encumbrances; and that MORTGAGOR will warrant and defend the title to said premises against the lawful claims and demands of all persons whomsoever. MORTGAGOR hereby waives and releases all rights of homestead, dower and curtesy in said premises.

MORTGAGOR hereby further covenants and agrees with SHELL as follows:

1. MORTGAGOR shall pay promptly and fully all sums becoming due and payable by MORTGAGOR to SHELL under the aforesaid Financing Agreement or Promissory Note (as the case may be), at the time and in the manner therein provided.

2. MORTGAGOR shall pay all taxes, assessments and charges, both general and special, that may be levied or assessed upon said premises, buildings, improvements and fixtures, before the same become delinquent, and all obligations which are or may become a lien thereon, when the same become due; and if MORTGAGOR should fail so to do, SHELL shall have the right, at its option, to pay the same and charge to MORTGAGOR all sums so expended, and to be subrogated to all the rights of the holders of such lien obligations.

3. MORTGAGOR shall make all necessary repairs to the buildings and improvements (including fixtures) now or hereafter located on said premises. If any of such buildings and improvements should be damaged or destroyed, in whole or in part, by any cause whatsoever, MORTGAGOR shall immediately repair, replace and reconstruct the same. If MORTGAGOR should fail, at any time, to make such necessary repairs, or should fail, within thirty (30) days after the occurrence of any such damage or destruction, to make the necessary repairs, replacements and reconstruction, SHELL shall have the right, at its option, to make such repairs, replacements or reconstruction and charge to MORTGAGOR all sums expended therefor. MORTGAGOR shall not substantially alter or modify, or remove any of said buildings and improvements, or any part thereof, without the prior written consent of SHELL.

4. MORTGAGOR shall secure and maintain in force insurance on all building and improvements (including fixtures) now or hereafter located on said premises in the amount of their full insurable value, covering damage, loss or destruction by fire, explosion, windstorm and tornado, the policy or policies of which insurance shall be in a company or companies satisfactory to SHELL, shall be payable, under standard mortgagee clauses, to SHELL as its interest may appear, and shall be deposited with SHELL; and if MORTGAGOR should fail to secure and maintain such insurance, SHELL shall have the right at its option, to secure and maintain the same and charge to MORTGAGOR all sums expended therefor. In the event said buildings and improvements should be damaged or destroyed, in whole or in part, by fire, explosion, windstorm, or tornado, SHELL shall have the right, at its option, to apply the proceeds of said insurance which may thereupon be paid to it, either to the payment of the indebtedness secured hereby, or any part thereof, whether or not the same be then due and payable, or to the payment of the cost of the repairs, replacement and reconstruction of the buildings and improvements so damaged or destroyed.

5. In the event said premises or any part thereof should be taken or condemned for a public or quasi-public use, any award or compensation payable in any such condemnation proceeding shall be paid to SHELL and MORTGAGOR hereby assigns the same to SHELL. Any sum received by Shell pursuant to the provisions of this paragraph shall be applied to the payment of the indebtedness secured hereby, or any part thereof, whether or not the same be then due and payable, and the balance of such sum, if any, shall be paid to MORTGAGOR.

6. All sums expended by SHELL which shall be charged to MORTGAGOR under the provisions of this Mortgage shall be added to the indebtedness secured hereby, shall be payable upon demand, and shall bear interest at the rate of six per cent