Now, THERUFORE, these presents are made upon the express condition that, if the Mortgagor shall pay to the Mortgagoe the amount of the promissory note hereinabove mentioned, with interest thereon, according to the tenor and effect of said promissory note, and shall pay any other indebtedness now or hereafter by him owing to the Mortgagoe strictly in accordance with the terms of any promissory note or other instruments evidencing the same or in accordance with any obligations or agreeements of the Mortgagor with reference thereto, and shall keep and perform all and singular the covenants and agreements herein contained on the part of the Mortgagor to be kept and performed, then these presents shall be void, but otherwise shall remain in full force and effect.

The Mortgagor does covenant to and with the Mortgagee, its successors and assigns, that he will pay the promissory note hereinabove described, strictly in accordance with its terms, and also any other indebtedness now or hereafter owing to the Mortgagee at the time and in the manner hereinabove provided; that he will, at his own cost and expense, keep said personal property fully insured against damage by fire, theft or transportation and wrongful conversion and embezzlement to the satisfaction of the Mortgagee and in such company as the Mortgagee shall approve, with satisfactory mortgage clause in favor of the Mortgage attached; that he will immediately deliver the policy or policies mentioned to the Mortgagee, to be retained by it during the existence of this Mortgage; that he will keep said property at all times free from all liens or charges of whatsoever kind or nature, whether for storage, repairs, or otherwise; that he will pay all taxes levied thereon when due and before the same shall become delinquent and will immediately deliver to the Mortgagee satisfactory receipts evidencing such payments; that he will not suffer or permit said property, or any part thereof, to be attached or seized on execution or taken by any other process; that he will not use or permit the same to be used for any unlawful purpose whatsoever, or for hire; and that he will not remove or permit the same to be removed from the place where it is now situate, nor transfer said property, or any interest therein, without the written consent of the Mortgagee being in writing first obtained.

If the Mortgagor shall fail to pay any taxes, assessments or charges of any kind now or hereafter existing against said property, before the same become delinquent, or shall fail to obtain any insurance required hereunder, or to pay the premium therefor, or shall fail to pay any sum or sums of money which may now be or hereafter become due or owing to any person or persons whomsoever who may have or claim any interest in or lien upon said property, or any part thereof, or if the Mortgagor shall fail to keep said property in good order and repair, then the Mortgagee may, at its option, and without notice to the Mortgagor, pay the same, with any interest or charges thereon, or have the mortgaged property repaired, and any amount so paid, including a reasonable sum for attorney's fees and other expenses attending the same, together with interest thereon at the rate of eight per cent per annum from the date of such payment, shall be added to and become a part of the debt secured by this Mortgage, without waiver of any rights arising from the breach of any of the covenants or agreements herein contained, which amounts, with interest as aforesaid, the Mortgagor agrees to pay forthwith. If not so paid, the Mortgagee may, at its option, declare the whole sum of both principal and interest due and payable and proceed at once to foreclose this Mortgage or proceed in such other manner for the enforcement of the payment of said obligation or the protection of its interests as may be by this instrument authorized or by law provided.

If the Mortgagor shall default in the performance of any of the terms or conditions hereof or in the payment of any installment of principal or interest herein or in said note required to be paid, as and when the same becomes due and payable, or if said property is removed or any attempt shall be made to remove, injure or dispose of said property, or if it is attached or levied upon, or if the Mortgagor shall permit a lien to be filed or created against the same, or if the said property shall not be safely or properly kept, cared for and protected by the Mortgagor, or if the property so depreciates in value that the Mortgagee deems the debt secured by this Mortgage insecure, the Mortgagee may declare the whole sum of both principal and interest due and payable, without notice to the Mortgagor, in which event the Mortgagee shall be entitled to the immediate possession of said property and may proceed at once to foreclose this Mortgage or to enforce the payment of the indebtedness secured hereby in such manner as may be herein provided or as may be by law authorized. Any foreclosure of this Mortgage may be made in the manner provided by law for the foreclosure of Chattel Mortgages, or, at the Mortgagor.

Upon default of the Mortgagor in any of the particulars hereinabove stated, or upon the happening of any of the contingencies herein mentioned, the Mortgagee, its assigns or agents, or any sheriff or other officer of the law, may take immediate possession of said property, without demand, including any equipment or accessories thereto belonging, and for this purpose may enter upon the premises where said property may be and remove the same. In the event possession of said property shall be so obtained, the Mortgagee may sell and dispose of the same and of the entire interest of the parties hereto, or their assigns, therein, at either public or private sale, without demand for performance, with or without notice to the Mortgagor (if notice is given, the mailing thereof to the Mortgagor at the address below, if such address appears hereon, otherwise at the last known address of the Mortgagor in the possession of the Mortgagee, shall be sflicient), with or without having such property at the place of sale, and upon such terms and in such manner as the Mortgagee may determine, and at such sale the Mortgagee, or its assigns, may become the purchaser of said property. From the proceeds derived from such sale, the Mortgagee shall deduct all expenses in used in renewing, repairing, keeping and/or selling such property, including a reasonable attorney fee, and the balance shall be applied upon the sums due on this Mortgage and the note secured hereby; the overplus, if any, to be paid to the Mortgagor, or his assigns or personal representatives, upon demand. If the proceeds derived from such sale shall not be sufficient, after paying all costs and expenses enumerated above, to fully pay the sums due on this Mortgage and the note secured hereby, the Mortgagee shall have an immediate right of action on said note against the parties to said promissory note and/or mortgage for such deficiency.

The waiver by the Mortgagee of any breach of the terms of this mortgage, whether created by default in the payment of any installment of principal or interest or by failure to comply with any of the terms or conditions of this mortgage, shall not constitute or be construed as a waiver of any subsequent breach unless each and every subsequent breach, as and when they respectively occur, shall be expressly and not impliedly waived by the Mortgagee.

All remedies herein specified shall be considered as optional with the Mortgagee, and cumulative, and not as a waiver of any other right or remedy which would otherwise exist in law or in equity for the enforcement of this mortgage or the collection of the indebtedness secured hereby. In the event of any default by the Mortgagor, and the exercise by the Mortgagee of any of its options herein contained, the Mortgagee shall be entitled to recover a reasonable sum as the fees of its attorneys, whether or not legal proceedings are instituted; and if legal proceedings are instituted, then whether or not they are completed.





