All of such representations, covenants and agreements contained in all such other documents are by this reference thereto included in this mortgage as fully as if set forth at length herein.

This indenture is conditioned upon the faithful and punctual observance by the Mortgagor of each and every covenant and agreement contained in said Note and in the other documents mentioned in the immediately preceding paragraph, and upon the following covenants and agreements now entered into by the Mortgagor:

- (a) The Mortgagor will punctually pay the indebtedness represented by said Note, and all other sums the payment of which is called for in this mortgage and in all other written instruments, the provisions of which are incorporated herein by reference.
- (b) The Mortgagor is lawfully seized in fee simple of all the real property described in the Detailed Property Schedule hereof and is the sole owner and in the exclusive possession of all the personal property described in said Detailed Property Schedule, free and clear (as to both kinds of property) of any and all liens, encumbrances, defects, exceptions, conditions, limitations and reservations except those expressly mentioned in said Detailed Property Schedule. Save for these express exceptions, if any, the Mortgagor will forever warrant and defend all such property against the claims of all persons whomsoever.
- (c) The Mortgagor will promptly notify in writing Mortgagee of the acquisition of any additional property, and of any estate, right, title or interest therein, and set forth in such notice a description, with the cost and quantity, of all such property so acquired; all such after acquired property shall forthwith become subject to the lien of this mortgage, and Mortgagor will, at the request of the Mortgagee, promptly execute and deliver to Mortgagee, at the expense of the Mortgagor, all instruments in form and substance satisfactory to Mortgagee, creating a valid first lien on such after acquired property, whether by supplemental instrument of hypothecation or otherwise.
- (d) The Mortgagor will pay before delinquency all taxes, assessments, and other charges levied or assessed against the mortgaged property or any part thereof, or against this mortgage or the Note or debt hereby secured; and will also in like manner pay all other governmental levies, imposts, and charges, whether State, Federal or local, upon the net or gross income or profits, business or property of the Mortgagor, expressly including (but not limited to) excises, license fees, franchise taxes, and levies for social security and workmen's compensation; and will also promptly pay and satisfy any labor, materials or mechanic's liens or other encumbrances that might by operation of law or otherwise become a lien upon or against the mortgaged property superior to or on a parity with the lien of this mortgage. With respect to the foregoing, the Mortgagor will, within thirty (30) days after any tax or charge against the mortgaged property becomes due and payable, submit to the Mortgagee satisfactory evidence of payment of
- (e) The Mortgagor will keep all improvements erected on the mortgaged property in good order and repair, and will not commit or suffer any waste of the premises hereby mortgaged.
- (f) The Mortgagor will at all times maintain, preserve and keep all of the property hereby mortgaged in good working order and condition, and will from time to time make all needful and proper repairs, renewals, replacements, additions, betterments, and improvements, so that the business of the Mortgagor may at all times be conducted in an efficient and businesslike manner.
- (g) The Mortgagor will fully comply with all statutes, ordinances, and regulations, whether Federal, State or Municipal, having application either to the mortgaged property or to the business of the Mortgagor.