

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 attached hereto 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, municipal 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, materialmen's 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 the same.

(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, municipal or local, having application either to the mortgaged property or to the business of the Mortgagor.

(h) The Mortgagor will provide and continuously maintain such insurance (in companies approved by, and in form satisfactory to the Mortgagee) against all risks to the property and business of the Mortgagor as the Mortgagee may require (expressly including but not limited to adequate fire insurance upon all the improvements now located or hereafter placed on the mortgaged property, such fire insurance to be allocated to and between all the property covered in such manner as the Mortgagee may require); and the Mortgagor will pay the premiums (including renewals) on such insurance, and will cause all policies of fire insurance pertaining to the collateral for the loan, and all other policies when so required, to be delivered to the Mortgagee, all such policies to be payable to the Mortgagee as its interest may appear.

(i) Without prior written consent of the Mortgagee, the Mortgagor shall not and will not sell or otherwise dispose of any of the above-mentioned real or personal property, or remove any of said personal property from the county in which such property is now located.

Should the Mortgagor fail (a) to pay any taxes, assessments, or other governmental charges or levies, as hereinabove defined; or (b) to provide the insurance above called for, or pay the premiums thereon; or (c) to discharge any liens or encumbrances in the manner above stated; or (d) to perform any one or more of the covenants and/or agreements herein contained which may require the payment of money; or (e) to make arrangements for the care, preservation, protection or maintenance of the mortgaged property; then the Mortgagee may, without waiving any right or remedy herein given for any such breach, at its sole option provide any such insurance and pay any such premiums, liens, taxes, expenses, or other items for the account and benefit of the Mortgagor, and all such expenditures shall be immediately repaid by the Mortgagor, will be secured hereby, and will draw interest from the date or dates of advancement at the rate specified in the above-mentioned Note with respect to the principal amount thereof.

Now, Therefore, if the Mortgagor pays all sums of money hereby secured as and when due, and fully performs each and all of the covenants and agreements set forth in this indenture, in said Note, or in any one or more of the other written instruments hereinabove mentioned and made a part hereof (it being expressly declared that time of payment or performance, wherever mentioned, is strictly of the essence hereof) then this conveyance will become void, but otherwise it will remain in full force and effect as a Mortgage to secure the payment, as and when due, of all sums herein agreed to be paid by the Mortgagor, and to secure the performance of the covenants and agreements herein contained or made a part hereof.

But if default be made in the payment of any sum hereby secured, as and when called for in said Note, in this indenture, or in any of such other written instruments; or in the event of a breach by the Mortgagor of any covenant or condition expressed in this Mortgage, in said Note, or in such other written instruments; or if the business of the Mortgagor be not continued as a going concern; or in the event any of the property hereby mortgaged be seized or levied upon under any mesne, ancillary, or final process had against the Mortgagor; or if the Mortgagor without the prior written consent of the Mortgagee merge or consolidate the above-described business with that of any third person, firm, or corporation; or if the Mortgagee at any time or for any reason deems itself or its security unsafe; then and in any of such events all of the