

acknowledged, or delivered, pursuant to the provisions of Section 3 of this Article, subject however to the condition that said additional documents shall not be recorded until after the payment of said Reconstruction Finance Corporation loan, or at any earlier date upon the consent thereto by said Reconstruction Finance Corporation.

Section 6. Portions of the real property hereinbefore described will be subject to certain municipal liens for street and other public improvements. During the period until the loan from the Reconstruction Finance Corporation is paid off, it will make such payments on said municipal liens as are necessary to prevent the foreclosure thereof and make full compliance with the requirements of the Reconstruction Finance Corporation with respect to the payment of said liens. After said Reconstruction Finance Corporation loan has been paid, the Company shall pay any and all such municipal liens as shall then be past the maturity thereof, or shall thereafter mature, and except as to said bonded liens, it will not voluntarily create or suffer to be created any lien or charge having priority to, or preference over the lien of this instrument upon the mortgaged or pledged property herein described, or any part thereof; that forthwith, after the same shall accrue, it will pay and cause to be discharged every claim or demand which, if unpaid, might by law be given precedence over this mortgage or deed of trust as a lien, or charge upon said property or any part thereof, including after acquired property, which, by the terms hereof, are to be covered by the lien hereof, and that it will not suffer any claim of paramount title to be established against any of said property, save only the lien of said Reconstruction Finance Corporation mortgage, and that if any other claim shall be established, the same shall be promptly extinguished. The Company may, however, contest the validity of any lien or charge which it believes to be not well-founded, either in law or in fact; provided, however, in any event that the property hereby mortgaged and every part and parcel thereof shall, at any and all events be protected from sale by the Company pending any litigation with reference to the validity of any such claim, and provided further that immediately upon the final establishment of any such claim the Company will forthwith pay the same.

Section 7. The Company further covenants and agrees that it will seasonably pay the indebtedness secured by said mortgage to Reconstruction Finance Corporation, together with interest thereon, according to the terms thereof or such extensions as may be mutually agreed upon, and will prevent the foreclosure of said mortgage and the sale of the property incumbered thereby.

Section 8. The Company covenants that it will pay and discharge any and all taxes, assessments, water, light and other public utility rates and any and all governmental charges lawfully imposed upon any and all of the property herein described or intended to be subjected to the lien hereof, including rentals, license fees, seining accounts, fish traps, fish wheel locations, and any other form of rentals or licenses payable to the United States or to any state or territory thereof, or to any governmental subdivision of any such states or territories, or to any municipality thereof, so long as any of the debenture bonds issued hereunder shall remain unpaid in whole or in part, and to the end also, that any building situate upon any of said property shall continue to enjoy the water, light and power service and any other public service furnished by public utilities rendering such service in any of the municipalities or governmental subdivisions in which said buildings are situate, and to the end that the Company may continue to hold and enjoy any and all rights now held or enjoyed by it as lessee or licensee from the United States Government, or any state or territory thereof, or from any governmental subdivision or municipality of