

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

8. The Mortgagor shall and will punctually pay the indebtedness hereby secured, and all sums the payment of which is called for in this mortgage, in strict accordance with the terms of said note and this indenture.

9. The Mortgagor will (but at the sole cost and expense of the Mortgagor and without the creation of any lienable claim or demand against any of the property hereby mortgaged) at all times during the life of this mortgage (a) keep all improvements upon the above-described premises in good order and repair, without committing or suffering any waste on the said premises, and (b) maintain, preserve, and keep all of the personal property hereby mortgaged in good working order and condition, and to that end 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 business-like manner.

To effectuate the purposes expressed above in this paragraph No. 9, any old, worn-out, useless, or obsolete machinery or equipment may be disposed of free from the lien hereof, provided it be immediately replaced with other machinery or equipment of at least the equal fair cash value of that which was so removed or replaced, and provided further that all such new or replacing machinery or equipment shall and will immediately become in all things subject to the lien and provisions hereof.

10. Upon failure of the Mortgagor so to do, the Mortgagee may (but only at its sole election and without any obligation on its part so to do) pay any governmental tax, levy, assessment, deduction, or charge, or any lien, claim, demand, or encumbrance against any of the above-mentioned chattels, and may provide any of the insurance hereinabove called for and pay the premiums thereon, including renewals. In that case, all sums so advanced or paid by the Mortgagee will immediately be repayable by the Mortgagor on demand, will be secured by this mortgage, and will draw interest at the note rate from the date or dates of payment thereof by the Mortgagee. Any such advance or payment so made by the Mortgagee, however, will be without prejudice to or waiver of any of the rights and remedies given and granted to it by this instrument.

NOW, THEREFORE, if the Mortgagor pay all sums of money hereby secured as and when due, and fully perform 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 any proceeding to declare the Mortgagor bankrupt, or for a reorganization of