

premises and to keep all structures thereon in good condition and repair and in the maintenance and operation thereof comply with all rules and regulations and laws applicable thereto, and ~~not~~ suffer or permit any waste upon said premises or suffer or permit them to be used for any illegal purposes.

5. If Mortgagor shall fail to pay any taxes, assessments, insurance premiums, or costs of any repairs to the premises which should have been paid by Mortgagor at the time when the same became due and payable, Marathon shall have the right to make payment thereof and such amount or amounts may be either added to the principal of the indebtedness secured by this Mortgage, plus interest at the rate of six per cent (6%) per annum or Marathon may declare Mortgagor in default and pursue the remedies granted to Marathon on default of Mortgagor.

6. If there shall be any change in the ownership of the premises covered hereby without provision for immediate payment in full of the unpaid principal balance and interest thereon without the consent of Marathon, the entire unpaid principal and all accrued interest shall become due and payable at the election of Marathon, and foreclosure proceedings may be instituted thereon.

7. It is recognized that Mortgagor will operate or cause to be operated a business selling petroleum products from the premises herein mortgaged, and that one of the inducements to Marathon for making the loan, secured by this Mortgage, is Mortgagor's representation of a desire to buy petroleum products from Marathon, or its jobber, for distribution from the premises herein described. In order to secure Marathon's assent hereto, Mortgagor agrees that the above described premises shall not be used for the storage, handling and marketing of petroleum products except such as are manufactured or marketed by Marathon, and that this restriction shall be of a covenant running with the land and shall be contained in and made a part of every deed, mortgage, lease, or other instrument affecting the title to said premises. It is further agreed that if the aforesaid covenant of use shall be violated