

provided.

2. To pay Marathon within ten (10) days, all costs and expenses which it may expend or become obligated for in any proceedings, legal or otherwise, to establish or sustain the lien of this Mortgage or its priority; or in defending against liens, claims, rights, estates, easements or restrictions of any person or persons asserting priority thereto; or in payment, settlement, discharge or release of any asserted lien, claim, estate, right, easement or restrictions when Marathon's counsel advises the same is superior to the lien of this Mortgage; or in payment of services of an abstract company in furnishing to Marathon evidence of title to said premises, together always with interest on all such sums at six per cent (6%) per annum from the date same were paid; and for payment of said sums and interest thereon, this Mortgage shall stand as security therefor.

3. To maintain on the above-described premises insurance against loss by fire, with an extended coverage endorsement attached, for the full insurable value of any buildings and improvements located on the premises. Said policy shall contain a clause or clauses providing that the loss, if any, shall be payable to Marathon Oil Company, its successors and assigns, as its mortgage interest shall appear, regardless of any act or negligence of the Mortgagor. Such insurance shall be placed with a company or companies approved by Marathon. Said policy shall be delivered to Marathon to be kept by it so long as this Mortgage is in effect.

4. To pay all taxes and assessments levied against said 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