

every person whomsoever lawfully claiming or to claim the same, or any portion thereof, but subject to the Lease mentioned below and to the matters set forth as exceptions with respect to the Property in said Schedule A.

TO HAVE AND TO HOLD the Property unto the Mortgagee, its successors and assigns forever.

PROVIDED ALWAYS NEVERTHELESS THIS CONVEYANCE IS MADE to secure (a) the payment of the debt evidenced by the Notes in the principal sum of \$610,000, together with interest, deferred interest and appurtenant charges thereon, (b) the payment of all additional debt which may from time to time be secured hereunder, in an aggregate principal amount not to exceed \$400,000; and (c) the performance and observance of all the covenants and obligations of the Mortgagor contained herein and in the Notes. If the Mortgagor shall well and truly pay all such debt with any interest due thereon, and comply with such covenants and obligations according to the true intent and meaning of this instrument and of the Notes, then this Mortgage shall cease and be void, and otherwise it shall remain in full force and authority.

Assignment of Lease. The Mortgagor, in furtherance of the covenants hereof and as security for the payment of the principal of (and premium, if any), interest and deferred interest and all other sums payable on the Notes, and of all other sums payable hereunder and the performance and observance of the provisions hereof, has assigned, transferred, conveyed and set over, and by these presents does assign, transfer, convey and set over to the Mortgagee all of the Mortgagor's estate, right, title and interest as lessor under the Lease dated as of June 1, 1964 (herein called the Lease), between the Mortgagor and The Louis Allis Company, a Wisconsin corporation (herein called the Lessee), as lessee, together with all rights, powers, privileges, options and other benefits of the Mortgagor as lessor under the lease, including without limitation the immediate and continuing right to receive and collect all rents, income, revenues, issues, profits, insurance proceeds, condemnation awards, moneys and security payable or receivable under the Lease or pursuant to any of the provisions thereof, whether as rents or as cash amounts payable upon termination of the Lease or upon termination of the Lease with respect to a portion of the Property, or otherwise (except any sums which by the express terms of the Lease are payable directly to any governmental authority or other person, firm or corporation other than the lessor thereunder), and to make all waivers and agreements, to give and receive all notices, consents and releases, to take such action upon the happening of a default under the Lease, including the commencement, conduct and consummation of legal proceedings as shall be permitted under any provisions of the Lease or by law, and to do any and all other things whatsoever which the Mortgagor or the Lessor is or may become entitled to do under the Lease, except as hereinabove expressly set forth.