

AND the said Mortgagor does hereby bind itself and its successors and assigns to procure or execute any further necessary assurances of title to the Mortgaged Property, and also to warrant and forever defend all and singular the said Property unto the said Mortgagee, its successors and assigns, from and against itself and its successors and assigns, and against every person or persons whomsoever lawfully claiming or to claim the same or any part thereof.

THE Mortgagor, for itself and its successors and assigns, hereby represents and warrants to the Mortgagee, its successors and assigns, as follows, to-wit:

The Mortgagor is the absolute owner in fee simple of the Mortgaged Property and has good right and lawful authority to grant, convey and mortgage the same, and said Property is free and clear of any and all liens and encumbrances whatsoever except the lien of real estate taxes for the current year, certain easements for roadways and for power distribution lines (none of which easements, individually or in the aggregate, materially affects the value of the Mortgaged Property for the manufacturing and other purposes of the Mortgagor) and this mortgage; and the Mortgagor will forever warrant and defend the title to said Mortgaged Property against the claims of all persons whomsoever and on demand will execute any additional instruments which may be necessary or take whatever steps fitting and proper to give the Mortgagee a valid first lien on all of said Mortgaged Property except as stated.

THE Mortgagor, for itself, its successors and assigns, hereby further covenants and agrees with the Mortgagee, its successors and assigns, as follows, to-wit:

1. To pay promptly all of the said sums of money, both principal and interest, specified in the aforesaid note and any other sums secured hereby, at the time therein and herein designated (whether at the maturity of such note, by acceleration or otherwise).
2. To comply promptly with all laws, ordinances and requirements of any governmental body affecting the Mortgaged Property and the uses of the same; and not to use, or permit to be used, said Property for any unlawful purpose.

3. To keep the buildings and other improvements on the Mortgaged Property in good condition and repair, to manage, operate and maintain said Property in accordance with generally accepted standards pertaining thereto, to permit no waste and not to allow any part of said building and other improvements to be torn down, removed from the premises or materially altered without the prior written consent of the Mortgagee.

4. To pay before the date they become delinquent all taxes, assessments and other charges of whatever nature which are now or shall hereafter be levied or assessed or which may become a lien upon or against the Mortgaged Property or any part thereof, or upon or against this mortgage or the indebtedness secured hereby; provided, however, that the Mortgagor shall not be required to pay any such tax, assessment or other charge so long as the validity thereof shall be contested in good faith by appropriate proceedings, and the Mortgagor shall set aside on its books adequate reserves with respect thereto.

5. To keep all destructible property described herein insured during the existence of this lien, and any renewals or extensions hereof, against loss or damage by fire, lightning, tornado and explosion and such other risks (including, without limitation, war damage insurance when available) as are customarily insured against by responsible corporations engaged in businesses similar to those of the Mortgagor or as may be specified by the Mortgagee, for the full insurable value of said property, with credit for a 90% co-insurance clause, with the policy or policies in a reputable and responsible company or companies and otherwise in such form and amounts as may be specified by the Mortgagee. The Mortgagor will cause the policy or policies of insurance to be made payable to the Mortgagor and the Mortgagee, as their respective interests shall appear, under the standard mortgage clause or similar clause acceptable to the Mortgagee, except that the loss payable clause shall provide that all amounts payable as to any particular loss, if the aggregate amount to be paid in respect of such loss is less than \$50,000, shall be paid to the Mortgagor.

The Mortgagor will cause all proceeds of any insurance payable directly to it to be applied to the repair, replacement or improvement