

the Agreement and this Mortgage, then this Mortgage shall be void; otherwise, the same shall remain in full force and effect.

The further terms, covenants and conditions of this Mortgage are as follows:

FIRST: Mortgagor hereby covenants and agrees:

(1) That it will duly and punctually pay or cause to be paid the principal of and interest on said indebtedness as and when the same shall become due and payable and will duly and punctually perform all things on its part to be done or performed under the Agreement and this Mortgage.

(2) That it will use the mortgaged property with reasonable care, skill and caution, and in all respects in accordance with Mortgagee's rights; that it will not commit or permit any waste thereon or thereto; that no building fixture, improvement or facilities on the mortgaged real estate shall be removed or demolished except as hereinafter provided without the consent of Mortgagee; that it will maintain and keep the mortgaged property in good repair, working order and condition in accordance with prudent business management and from time to time make all needful and proper repairs, renewals and replacements; and that it will comply with all statutes, orders, requirements or decrees relating to the use of the mortgaged property.

(3) That it will, upon application by Mortgagee, and during business hours, give Mortgagee or its representatives reasonable access to and permit it or them to inspect and examine the mortgaged property.

(4) That it owns and is seized and possessed in fee simple of the mortgaged property free and clear of all liens and encumbrances, except as hereinbefore set forth; that it has good title, full power and lawful authority to grant, bargain, sell, convey, mortgage, set over, transfer and assign the same to Mortgagee in the manner and form herein done; and that it will forever warrant and defend the same to Mortgagee, its successors and assigns, against the claims of all persons whomsoever.