

seized of the real property in fee simple and has a good right to sell and convey the same, that the property and improvements are free from all encumbrances and that the Mortgagor and Mortgagor's heirs, executors, administrators and assigns will forever defend the same unto Mortgagee and its successors and assigns against the claims of all persons whomsoever.

This Mortgage is made, however, subject to the following covenants, conditions and agreements:

1. That Mortgagor agrees to pay the principal of and interest on the indebtedness evidenced by the above mentioned note, at the times and in the manner therein provided, the monies evidenced by said note having been used by Mortgagor for a purpose permitted by the applicable indenture between Mortgagee, Bankers Trust Company, and W. R. Mesenbrink.

2. So long as the indebtedness secured hereby shall remain unpaid, in whole or in part, Mortgagor will at all times protect the right, title and interest of Mortgagee, and its successors and assigns, in and to the real and personal property and interest therein mortgaged hereby against loss by reason of any foreclosure or any other proceedings to enforce any lien thereon prior to the lien hereof, and will duly pay and discharge, before they become delinquent, all taxes, assessments and governmental and other charges, judgments or claims of whatever nature that may be lawfully levied or imposed upon such property or any part thereof, or upon any income therefrom. Mortgagor will duly observe and conform to all or any of the requirements of any governmental authority relative to any part of such property and all covenants, terms and conditions under or upon which any part of such property is held. Mortgagor will promptly discharge any liens which may heretofore have been created or may hereafter be created on such property, and which liens are equal or prior to the lien of this Mortgage as security for the indebtedness secured hereby. Mortgagor will comply with all valid laws of the United States of America and of any state or states thereof applicable to the Mortgagor and to the right of the Mortgagor to transact business under any such laws, and with all lawful ordinances, rules, orders and regulations of any commission, board or public authority having jurisdiction. Mortgagor will do or perform all matters or things necessary or expedient to be done, or performed by it by reason of any law of the United States of America, or any state thereof, or any other competent authority, for the purpose of creating, performing and maintaining the security conveyance hereby made and any assignment by Mortgagee of this Mortgage as security for borrowings by Mortgagee. The Mortgagor will maintain and keep such property in good repair, working order and condition so that the business carried on in connection therewith may be properly conducted. Mortgagor agrees to indemnify and hold Mortgagee financially harmless from the consequences of any violation of such laws, ordinances, rules, regulations, requirements or orders, and Mortgagor further agrees that Mortgagor will not permit any unlawful occupation, business or trade to be conducted on the premises or any use to be made of such property contrary to any such law, ordinance, rule, regulation, requirement or order. Notwithstanding the foregoing provisions of this paragraph, provided that Mortgagor shall give Mortgagee such security as Mortgagee may require for the payment of any such tax, assessment, lien, charge judgment or claim or against liability for any failure to comply with such laws, ordinances, rules, orders and regulations, Mortgagor shall not be required to pay any such tax, assessment, lien, charge, judgment or claim or to comply with any such requirement, law, ordinance, rule, order or regulation so long as Mortgagor shall contest or cause to be contested the validity or application thereof by appropriate legal proceedings taken in good faith which shall prevent the collection thereof or other realization thereon against the real and personal property and interest therein mortgaged hereby, or the sale or forfeiture of all or any portion of such property or interest.