

AND IT IS AGREED, by and between the said parties, that ENERGY OIL COMPANY, INC. is to hold and enjoy the said premises until and unless default is made either in the payment of the Note or under the terms of one of the security instruments given to secure said Note.

Mortgagor agrees to pay promptly all costs and expense, including reasonable attorneys' fees, incurred in the making and servicing of this loan and of filing for record and recording in all appropriate places and record offices all of the security instruments now or in the future given by Mortgagor as part of the security for the Note. If payment of any of such items is advanced by Mortgagee, then Mortgagor shall reimburse Mortgagee therefor within thirty (30) days after receipt of billing therefor.

Mortgagor further covenants that it will promptly execute upon request all appropriate financing statements and extensions thereof deemed by Mortgagee or its counsel to be needed for its protection and also to execute any supplemental or correction instruments that may be needed, in the opinion of Mortgagee or its counsel to more adequately or fully describe the Mortgaged Properties or to perfect of record the lien and security interest of Mortgagee.

Without limiting any of the provisions of this instrument, the Mortgagor, as Debtor, expressly GRANTS unto Mortgagee, as Secured Party, a security interest in all of the Mortgaged Properties (now or hereafter existing) which may be subject to the Uniform Commercial Code of any state having application, and covenants and agrees with Mortgagee, as such Secured Party, that:

(a) In addition to any other remedies granted in this instrument to it, Mortgagee as Secured Party, may, in the event of any default, proceed under the Uniform Commercial Code as to all or any part of the personal property (tangible or intangible) and fixtures included in the Mortgaged Properties (such portion of the Mortgaged Properties being herein referred to as "Collateral"), including, without limitation, the right and power to sell, at public or private sale or sales, or otherwise dispose of, lease or utilize the Collateral and any part or parts thereof in any manner authorized or permitted under said Uniform Commercial Code after default by a debtor, and to apply the proceeds thereof toward payment of any costs and expenses and attorneys' fees and legal expenses thereby incurred by Secured Party, and toward payment of the Debtor's obligations secured hereby including the Note and all other indebtedness of Debtor to Secured Party in such order or manner as Secured Party may elect;

(b) The rights of Secured Party in the event of default shall include, without limitation, the right to take possession of the Collateral and to enter upon any premises where same may be situated for such purpose without being deemed guilty of trespass and without liability for damages thereby occasioned, and to take any action deemed necessary or appropriate or desirable by Secured Party, at its option and in its discretion, to repair, refurbish or otherwise prepare the Collateral for sale, lease or other use or disposition as herein authorized;