apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Mortgaged Property; and

(f) The right, in the name and on behalf of Mortgagors, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of Mortgagee in the Mortgaged Property.

of the Mortgaged Property in fee simple absolute; that it is the lawful owner of the Equipment; that it has good right and lawful authority to sell, convey, or encumber the same, and that the Mortgaged Property is free and clear of all liens and encumbrances whatsoever except as are hereinafter referred to as the First Mortgage. The Mortgagors further covenants to warrant and forever defend all and singular the Mortgaged Property, the Equipment, as herein conveyed, unto

the Mortgaged Property, the Equipment, as herein conveyed, unto the Mortgagee, its successors and assigns, forever, from and against the Mortgagors, their heirs and assigns, and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS NEVERTHELESS, that if the Mortgagors shall pay the entire indebtedness and fully perform all the terms, conditions and covenants of this Mortgage and of the Note, then this Mortgage shall be null and void; otherwise to remain in full force, virtue and authority.

AND THE MORTGAGORS COVENANT WITH THE MORTGAGEE AS FOLLOWS:

- 1. That the Mortgagors will pay the indebtedness as hereinbefore provided.
- 2. That the Mortgagors will keep the buildings on the Mortgaged Property insured against loss by fire for the benefit of the Mortgagee in such amounts as may be reasonably requested by the Mortgagee; that the Mortgagors will assign and deliver the policies to the Mortgagee; and that the Mortgagors will reimburse the Mortgagee for any premiums paid for insurance made by the