

9. The Mortgagor will keep and maintain said premises and every part thereof with buildings, fixtures and machinery and appurtenances in thorough repair and condition and from time to time make all needful and proper replacements so that said buildings, fixtures, machinery and appurtenances will at all times be in good condition, fit and proper for the respective purposes for which they were originally erected or installed.

10. In the event of default in the payment of the indebtedness hereby secured, or any part thereof, or in the performance of any of the covenants or conditions of this Mortgage, in addition to any other rights or remedies which the Mortgagee may have by virtue of the provisions hereof or by law, the Mortgagee shall have the right at any time after any such default to enter upon and take possession of said premises, and as a Mortgagee-in-possession to let the said premises, and receive all the rents, issues and profits thereof, which are overdue, due or to become due, and to apply the same, after payment of all necessary charges and expenses on account of the indebtedness hereby secured; and the said rents and profits are hereby assigned to the Mortgagee as security for the payment of such indebtedness. The Mortgagor for himself and any subsequent owner of the said premises, hereby agrees to pay the Mortgagee in advance a reasonable rent for the premises occupied by him, and in default of so doing hereby agrees that he may be dispossessed by the usual legal proceedings and further agrees that any tenant defaulting in the payment to the Mortgagee of any rent may be likewise dispossessed. This covenant shall become effective and may be enforced either without or with any action brought to foreclose this Mortgage and without applying at any time for a receiver of such rents or of the mortgaged premises.

11. All of the foregoing covenants shall bind the Mortgagor, their heirs, executors and administrators, successors and assigns.

12. The lien of this Mortgage shall be subject to the lien of any Mortgage granted by King Oil Company upon the premises described hereinabove.

13. Mortgagee shall release from the lien of this Mortgage any part or all of the property described hereinabove upon payment by the Mortgagor to Mortgagee of a release price which shall be equal to the value of any parcel contained herein pursuant to the provisions of Paragraph Six (6) of that certain Contract between the parties herein referred to in Paragraph Two (2) hereinabove.

14. Mortgagee shall further release from the lien of this Mortgage all real property that is described hereinabove which was included in this Mortgage pursuant to the provisions of Subparagraph Five b (5(b)) of the aforementioned Agreement when the indebtedness secured hereby has been reduced to a balance that is equal to or less than Fifty (50%) percent of the original purchase price of all real property described in Subparagraph Five a (5(a)) of the aforementioned Agreement.

15. After the first five (5) years of payments on the Note secured hereby, provided there has been no default therein, seventy-five (75%) percent of the payment thereafter applied to payment of principal, except payment for specific releases of parcels as provided for in Paragraph 13 herein, shall be applied toward the release price of any property designated by Mortgagor and Mortgagee shall without further consideration, upon demand of Mortgagor, release from the lien of this Mortgage so much of the property described above as the accumulated credit will secure.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if I(We), the said Mortgagor(s) do and shall well and truly pay or cause to be paid to the said Mortgagee, its successors or assigns, or the holder hereof, the said debt or sum of money aforesaid, with the interest thereon, if any shall be due, according to the true intent and meaning of said Note, and all sums of money provided to be paid by the Mortgagor, their heirs, executors, administrators or assigns, under the covenants of this Mortgage, then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise it shall remain in full force and virtue.

WITNESS my hand and seal this 1st day of August, in the year of our Lord One Thousand Nine Hundred and Eighty-Four and in the One Hundred and Ninth