

3. To, at the request of the holder of the Note, promptly execute and deliver to such holder, at the expense of Welding Gas Products Company, all instruments in form and substance satisfactory to Counsel for the holder of the Note, creating a valid first lien on such after-acquired property whether by supplemental instrument of hypothecation or otherwise.

The promissory note, hereinabove recited, payment of which is secured by this Instrument, is further and additionally secured by a Security Deed from Welding Gas Products Company to Small Business Administration, of even date herewith, covering certain property located in Hall County, Georgia, and is also further and additionally secured by a Deed of Trust from Welding Gas Products Company to Henry T. Ogle, 707 Market Street, Knoxville, Tennessee, of even date herewith, covering certain property therein fully described, located in Hamilton County, Tennessee, and Knox County, Tennessee, and in Davidson County, Tennessee, the promissory note recited in each of said Security Instruments is the same promissory note as hereinabove recited and set forth.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises unto the said Small Business Administration, its successors and assigns forever. And Welding Gas Products Company does hereby bind itself, its successors or assigns, to warrant and forever defend all and singular the said premises unto the said Small Business Administration, its successors and assigns, from and against itself, its successors or assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

AND IT IS AGREED, by and between the said parties, that the said mortgagor, Welding Gas Products Company, its successors or assigns, shall and will forthwith insure the improvements and buildings located on the Real Estate hereinabove described, and keep the same insured from loss or damage by fire or other hazard required by said Small Business Administration, for the full insurable value thereof, and assign the policy of insurance to the said Small Business Administration, its successors or assigns. And in case it shall at any time neglect or fail to do, then the said Small Business Administration, its successors and assigns, may cause the same to be insured in its own name, and require said Welding Gas Products Company to reimburse it for the premium and expenses of such insurance under the mortgage.

AND IT IS AGREED, by and between the said parties in case of default in any of the payments of interest or principal as herein provided for, the whole amount of the debt secured by this mortgage shall become due and payable at once.

AND IT IS FURTHER AGREED, That said Mortgagor, its successors or assigns, shall pay promptly all taxes assessed and chargeable against said property, and in default thereof, that the holder of this mortgage may pay the same, whereupon the entire debt secured by this mortgage shall immediately become due and payable, if the mortgagee shall so elect.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if Welding Gas Products Company, the said Mortgagor does and shall well and truly pay, or cause to be paid unto the same Small Business Administration, its successors and assigns, the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said promissory note and condition thereunder written, then this deed of bargain and sale shall cease, determine and be utterly null and void. And the said mortgagor doth hereby assign, set over and transfer to the said mortgagee, its successors and assigns, all of the rents, issues and profits of the said mortgaged premises, accruing and falling due from and after the service of a summons issued in action to foreclose this mortgage after default in the conditions thereof.