4. To pay all taxes and assessments levied against said premises and to keep all structures thereon in good condition and repair and in the maintenance and operation thereof comply with all rules and regulations and laws applicable thereto, and not suffer or permit any waste upon said premises or suffer or permit them to be used for any illegal purposes.

5. If Mortgagor shall fail to pay any taxes, assessments, insurance premiums, or costs of any repairs to the premises which should have been paid by Mortgagor at the time when the same became due and payable, Finance Company shall have the right to make payment thereof and such amount or amounts may be either added to the principal of the indebtedness secured by this Mortgage, plus interest at the rate of six per cent (6%) per annum or Finance Company may declare Mortgagor in default and pursue the remedies granted to Finance Company on default of Mortgagor.

6. If there shall be any change in the ownership of the premises covered hereby without provision for immediate payment in full of the unpaid principal balance and interest thereon without the consent of Finance Company, the entire unpaid principal and all accrued interest shall become due and payable at the election of Finance Company, and foreclosure proceedings may be instituted thereon.

7. It is recognized that Mortgagor will operate or cause to be operated a business selling petroleum products from the premises herein mortgaged, and that one of the inducements to Finance Company for making the loan, secured by this Mortgage, is Mortgagor's representation of a desire to buy petroleum products from Marathon Oil Company, an Ohio Corporation, or its jobber, for distribution from the premises herein described. In order to secure Finance Company's assent hereto, Mortgagor agrees that the above-described premises shall not be used for the storage, handling and marketing of petroleum products except such as are manufactured or marketed by Marathon Oil Company, or its jobber, and that this restriction shall be of a covenant running with the land and shall be contained in and made a part of every deed, mortgage, lease, or other instrument affecting the title to said premises. It is further agreed that if the aforesaid covenant of use shall be violated during said period by Mortgagor, then Finance Company may declare a default and pursue the remedies granted to Finance Company upon default of Mortgagor. Said restriction shall continue in full force and effect until the entire indebtedness secured by this Mortgage is paid in full.

8. In the event Mortgagor shall be adjudged bankrupt or shall make an assignment for benefit of creditors, or a receiver shall be appointed for Mortgagor's business, then upon the happening of any such event, Finance Company may at its option declare Mortgagor in default and pursue the remedies granted to Finance Company upon the default of Mortgagor.

9. In the event that Mortgagor shall default with respect to the payments to be made on the aforesaid Note or the carrying out of any of the covenants to be fulfilled, and if such default or defaults are not corrected within fifteen (15) days after Finance Company has mailed written notice of such default to Mortgagor, then Finance Company may, without further notice to Mortgagor, declare the unpaid principal sum of the Note and interest thereon immediately due and payable and Finance Company shall have the right to proceed to collect the whole amount then unpaid under the terms and conditions hereof by the foreclosure of this Mortgage or otherwise and may (a) enter into and take possession of said mortgaged premises; (b) demand, collect, sue for, receive and receipt for the rents, issues and profits thereof and therefrom without notice to the Mortgagor (and notice to the tenant to pay rent to Finance Company shall be deemed and held to be a taking of possession of said premises by Finance Company) applying the rents, issues and profits so collected, after deducting all necessary charges and expenses, on account of any and all sums which may be then due under the terms hereof; (c) dispossess tenants; (d) lease said premises; (e) make repairs deemed by it necessary or proper thereon and any moneys expended by Finance Company therefor shall be repaid to it within ten (10) days by the Mortgagor together with interest on all such sums at six per cent (6%) per annum from the date the same were paid, and for payment of said sums and interest thereon, this Mortgage shall stand as security therefor; and (f) in the event a suit for foreclosure shall be commenced, may apply for and have appointed, as a matter of right and without notice, a receiver for said premises and the rents, issues and profits therefrom. The enumeration of the aforesaid remedies to Finance Company shall not be held to limit or abridge the rights and remedies to which it may now or hereafter be entitled by law.

10. The failure of Finance Company to insist, in any one instance or more, upon the performance of any of the covenants or conditions of this Mortgage, or to exercise any right or privilege herein conferred, shall not be construed as thereafter waiving any such covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect.

11. ~~XXXX