

Without the Bankers' written consent, the Mortgagor will not terminate its corporate existence during the life of this Instrument, nor permit such termination, nor merge nor consolidate with any other Company or Companies.

Section 3: Covenants of warranty, Etc.: At the time of the execution and delivery hereof, the Mortgagor is lawfully seized and possessed of the property hereby transferred and conveyed and of every part thereof, has a good right to transfer and convey it, and it is free from all debts, judgments, extensions, liens, claims, charges and encumbrances of every kind, unless otherwise expressly stated herein; and the Mortgagor warrants forever to defend the title to the mortgaged property and to every part thereof unto the Trustees, their successors or assigns forever, in quiet and peaceful possession thereof, against the lawful claims of all persons whomsoever. It will at its own expense do all things the Trustees or Bankers may deem necessary to keep this Instrument a first lien on any and all of the mortgaged property; and will promptly and duly execute and deliver to the Trustees any instruments which the Trustees or Bankers deem advisable for better carrying out the true intent hereof. It will not create, or attempt or suffer the creation of, any lien or charge whatsoever on the mortgaged property or on any part thereof prior to or of equal rank with the lien hereof, or whereby the lien or security hereof might be impaired.

Except with the Bankers' prior ^{written} consent, the Mortgagor will not remove any machinery or equipment at any time covered hereby from the County, or respective Counties, where the same are located at the time the lien hereof attaches thereto, to any other County or Counties in which the lien hereof under the law would not be continued thereon after such removal.

The Mortgagor agrees that the Trustees may at any time at their option take such steps, by legal proceedings or otherwise, in the name of the Trustees or of the Mortgagor, as the Trustees may deem necessary to protect or perfect the title of the Mortgagor to property covered hereby, and the Mortgagor, promptly on demand, will pay whatever expenses the Trustees may incur in this connection: Provided, however, that the Trustees shall take no such steps or proceedings until after first calling on the Mortgagor so to do, specifying what action and results are desired, nor unless the Mortgagor fails to take such action within a reasonable time.

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