

Note and interest thereon as herein or in said Note provided, and any and all other indebtedness of said Mortgagor to the Mortgagee, and discharge fully the covenants and conditions herein required, then the estate hereby granted shall cease, determine and be utterly null and void.

The Mortgagor agrees that all expenses paid or incurred by the holder or holders of the Note hereby secured, or of any participation therein, including reasonable attorney's fees incident to the protection, preservation or collection of the Note or collateral securing same, or the foreclosure of this mortgage by suit or otherwise shall be added to and become a part of the indebtedness secured hereby and bear interest at the same rate.

The Covenants herein contained shall bind, and the benefits and advantages inure to, the respective heirs, executors, administrators, successors and assigns of the Mortgagor and Mortgagee.

IN WITNESS WHEREOF the Mortgagor has caused this instrument to be executed in its name by its proper officers and its corporate seal to be hereto affixed all by order of its Board of Directors duly given, this the day, month and year first above written.

BATTERY AND ELECTRIC COMPANY

By Clayton Morris Pies

ATTEST:

Edna M. Lachute

(CORPORATE SEAL)

5561

WITNESSES:

Marjorie A. Hill

Edward Pyem Hamer