

the aforesaid Note or hereunder only to the extent of liability of One Million and no/100 (\$1,000,000.00) Dollars, under the aforesaid Agreement of Indemnity or the Bonds, plus interest, recordation taxes, documentary stamps, transfer taxes, recording fees, reasonable attorney's fees, and all other expenses, costs, and losses suffered by Eastern Indemnity Company of Maryland as a direct or indirect result of any default by Thermo Kinetics Industries, Inc.

If the property secured by this mortgage, or any interest therein, is conveyed to any other person, firm or corporation without the prior written consent of the holder of the hereinabove described note, then the entire debt hereby secured, shall at the option of the said holder, but subject to the preceding paragraph, become forthwith due and payable.

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 said Premises unto the said Eastern Indemnity Company of Maryland, a Maryland Corporation, its successors and assigns forever.

AND It does hereby bind its successors and assigns, to procure or execute any further necessary assurances of title to the said premises, the title to which is unencumbered, and also to warrant and forever defend all and singular the said Premises unto the said Mortgagee its successors and assigns, from and against its successors and assigns, and all persons lawfully claiming, or to claim the same or any part thereof.

AND IT IS AGREED, by and between the parties hereto, that the said Mortgagor, its successors or assigns, shall keep the buildings erected, or to be erected on said premises, insured against loss or damage by fire, for the benefit of the said Mortgagee, for an amount not less than One Million and no/100 (\$1,000,000.00) Dollars in such company as shall be approved by the said Mortgagee, and shall deliver the policy