

4. If an award in condemnation be made with respect to all or any part of the property subject hereto, the entire amount of such award attributable to Mortgagor's and Mortgagee's interest shall be paid directly to Mortgagee rather than to Mortgagor and Mortgagee jointly, and the condemning authority is hereby authorized and directed to make such payment accordingly. The proceeds of any such award, or any portion thereof, shall be applied by Mortgagee at its option either to reduction of the indebtedness secured hereby or to the restoration or repair of the property, provided, however, that so long as the lease remains in effect, such condemning authority is hereby authorized and directed to make such payment to D-X which shall apply the proceeds as provided in the lease. Mortgagor will execute such instruments and take such action as may be necessary to enable D-X to receive such proceeds to which it is entitled pursuant to the preceding sentence.

5. If, notwithstanding the foregoing provisions, payment of any proceeds on account of insurance or condemnation is made to Mortgagor directly or to Mortgagor and Mortgagee jointly, Mortgagor shall immediately transfer and deliver, or cause to be transferred and delivered, such proceeds, or his entire interest therein, as provided in 3 and 4 above.

6. The Mortgagor will perform, or cause to be performed, punctually all obligations, covenants, and agreements to be performed by the Mortgagor as lessor under the lease, strictly in accordance with its terms, and will at all times do all things necessary to insure performance of all obligations, covenants and agreements of D-X, as lessee under the lease, to be performed under the lease.

7. If Mortgagor should default in the performance of any of the obligations herein set forth, Mortgagee, in addition and without prejudice to any other remedy which it may have, may itself correct the default and any sums so expended by Mortgagee shall be immediately due and payable by Mortgagor to Mortgagee, together with interest on such sums at the rate of 6% per annum from and after the date of such expenditure until repaid, and such expenditure, together with interest, shall be secured hereby.

8. No failure of Mortgagee to exercise any option herein given to accelerate the maturity of the debt hereby secured shall be taken or construed as a waiver of its right thereafter to exercise such option or to declare such maturity by reason of any past or present default on the part of Mortgagor; and the procurement of insurance or the payment of taxes or other liens, debts or charges by Mortgagee shall not be taken or construed as a waiver of its right to declare the maturity of the indebtedness hereby secured by reason of the failure of Mortgagor to procure such insurance or to pay such taxes, debts, liens or charges; and the lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

9. If Mortgagor shall well and truly pay and discharge the indebtedness hereby secured as it shall become due and payable and shall do and perform all acts and agreements to be done and performed by Mortgagor under the terms and provisions of this Mortgage, then this conveyance shall be and become null and void.

[Set forth below are eight alternative paragraphs, each preceded by the number 10 and by the name of a particular state or states. The only paragraph 10 which constitutes a part of this Mortgage is the paragraph 10 immediately following the name of the state in which the premises are located, such state being shown in Schedule A hereto. The remaining seven alternative paragraphs preceded by the number 10 do not constitute a part of this Mortgage, and the provisions of each of them shall be of no force and effect.]

ARKANSAS:

10. If Mortgagor shall fail to pay, or cause to be paid, as it matures, the indebtedness hereby secured, or any part thereof, according to the terms thereof, or if Mortgagor shall fail to do or perform any other act or thing herein required or agreed to be done or performed, or if the interest of Mortgagee in the premises or improvements becomes endangered by reason of the accrual or enforcement of any lien or encumbrance thereon, or if any event of default as defined in the lease shall occur thereunder, and if any such default is not cured by Mortgagor within 10 days after being notified by Mortgagee, then, in such event, the whole indebtedness hereby secured shall, at the option of Mortgagee, and without notice, become immediately due and payable, and Mortgagee may proceed to sell all or any part of the property hereinabove described, in order to satisfy and discharge the indebtedness in full, together with all interest thereon and the costs and expenses of this trust, at public vendue for cash, pursuant to the statute in such case made and provided, and on the sale and payment of the purchase money, shall execute and deliver a deed of the property sold to the purchaser or purchasers and any statement of facts or recitals therein in relation to the nonpayment of the money secured by this deed of trust to be paid, the advertisement, sale, receipt of the purchase money and the execution of the deed to the purchaser or purchasers shall be received as prima facie evidence of such facts. It is agreed that, in case Mortgagee shall be absent from the state, sick or from any cause incapable of acting in the execution of this trust, then Mortgagee, or his personal representative or his heirs, executors, administrators, devisees, trustees or assigns, may, by endorsement in writing hereon, appoint a trustee who shall execute this trust and exercise therein the same powers hereby conferred on Mortgagee and with like effect.