

the Company at Two Dollars (\$2.00) per share. Such warrants  
expire on October 16, 1971.

UNITED MANUFACTURING & ENGINEERING  
CORPORATION, INC.,  
a Corporation

ATTEST:

S/Carl W. Anderson  
Secretary

By S/

W. J. Mills  
President

In the event First Party prepays Ten Thousand and No/100  
(\$10,000) Dollars of the principal of the aforesaid Note in  
accordance with the terms of the Loan Agreement, copies of which

are on file in the offices of the parties hereto, Second Party  
agrees to release from the lien of this Mortgage the property  
described in Paragraph 2 above.

NOW, if said Party of the First Part shall pay, or cause  
to be paid to said Party of the Second Part, its successors or  
assigns, said sum of money in the above described Note mentioned,  
together with the interest thereon, according to the terms and  
tenor of the same, then these presents shall be wholly discharged  
and void; and otherwise shall remain in full force and effect.  
But if said sum or sums of money, or any part thereof, or any  
interest thereon, is not paid when the same is due, or if the  
taxes and assessments of every nature which are or may be  
assessed and levied against said premises or any part thereof,  
are not paid when the same are by law made due and payable, or  
if any of the annual installments of principal due under the  
aforesaid Contract for Deed set out in Paragraph 1 above are not  
paid when due, then the whole of said sum and sums, and interest  
thereon, shall and by these presents become due and payable  
according to the tenor of said Note, and said Party of the Second  
Part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, the said Party of the First Part has  
hereunto set its hand the day and year first above written.

UNITED MANUFACTURING & ENGINEERING  
CORPORATION, INC.

By

W. J. Mills  
President

ATTEST:

Carl W. Anderson  
Secretary