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in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

This mortgage is inferior and subordinate to a prior encumbrance in favor of Investors Diversified Services, Inc., formerly Investors Syndicate, given as security for Two Hundred Forty Thousand

DOLLARS (\$ 240,000.00 ) and is given as additional security for indebtedness due on a purchase money transaction for personal property.

PROVIDED, Always, and these presents are upon the following agreements, covenants and conditions, to-wit:

FIRST: That the party of the first part is justly indebted to the party of the second part in the sum of Fifty Thousand Four Hundred Ninety-Six DOLLARS (\$ 50,496.00), according to the terms of a certain mortgage note of even date herewith, executed by said party of the first part, a copy of which is hereto attached and made a part hereof by reference.

SECOND: That the party of the first part agrees to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind. Upon any failure to so maintain, the party of the second part, at its option, may cause reasonable maintenance work to be performed at the cost of the party of the first part. Any amounts paid therefor by the party of the second part shall bear interest at ten per cent (10%) per annum, and shall thereupon become a part of the indebtedness secured by this instrument, ratably and on a parity with all other indebtedness secured hereby, and shall be payable not later than ten days after demand.

THIRD: That the party of the first part agrees to keep all the improvements which now, or may hereafter be upon the premises unceasingly insured in an amount sufficient to protect the unpaid balance on the indebtedness secured hereby, taking due account of encumbrances superior to this mortgage, in insurance companies acceptable to the party of the second party with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it, with said mortgagee clauses, all the policies of insurance on said improvements and to pay all insurance premiums when due. In the event of loss, the party of the first part will give immediate notice by mail to the party of the second part, who may make proof of loss if not made promptly by the party of the first part, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the party of the second part instead of to the party of the first part and the party of the second part jointly. The insurance proceeds, or any part thereof, may be applied by the party of the second part, at its option, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In no event shall the party of the second part be liable for the payment, directly or indirectly, of interest on insurance proceeds paid to the party of the second part, and the party of the first part waives the right to so claim. In the event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the party of the first part in and to any insurance policies then in force shall pass to the purchaser or grantee.