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

496

FIRST: That Craftman Shower Door Co., Inc., and Craftman Marble Manufacturing Co., Inc., are justly indebted to party of the second part in the sum of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00), according to the terms of a certain promissory note of even date herewith executed on behalf of said corporations, in consideration of the actual loan of said sum, due and payable in three (3) years from said date with interest thereon from the date thereof until paid according to the terms of said note. Said George R. Krische, Sylvester A. Meier, Peter P. Meier and Joseph G. Meier are all of the stockholders in said corporations, and this mortgage is given in consideration of the loan of the above sum to said corporations.

SECOND: That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair as they are in at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount and in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgagee clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due, provision for the payment of which has not been made hereinbefore. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said parties of the first part for collection. At the election of the said party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby or in rebuilding.

THIRD: That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or encumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the above described real estate, and be secured by this mortgage, and may be recovered, with interest at ten percent (10%) in any suit for the foreclosure of this mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

FOURTH: That in case of default of any of the covenants or agreements herein contained, the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all the indebtedness secured hereby, and the said party of the second part is entitled to the possession of said property, by receiver or otherwise, as it may elect.

FIFTH: That parties of the first part hereby agree to pay all taxes and assessments, general or special, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and in default thereof party of the second part may pay the same.

SIXTH: As additional and collateral security for the payment of the said note the mortgagors hereby assign to said mortgagee, its successors and assigns, all the rights, rents, royalties and benefits accruing to the parties of the first part under all oil, gas or mineral leases on said premises, this assignment to terminate and become void upon release of this mortgage. Provided, however, that said party of the second part, its successors and

- 2 -