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TO HAVE AND TO HOLD the same with all and singular, the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to its successors and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, first parties have undertaken certain obligations contained in a certain Sublease executed this date whereby second party, as Lessor leases the above described real estate to the said first parties, as Lessee, for a fixed term of ten (10) years, said obligations so undertaken by the said Lessee including but not limited to the covenant to pay rentals as therein provided and the covenant to hold second party harmless from claims, demands and liability from any loss, damage, injury or other casualty to property or to persons, caused by, growing out of, or in connection with the said Lessee's conduct of their business or occupancy of the demised premises; and WHEREAS, first parties have agreed to pay all taxes and assessments levied upon said real estate, and upon ~~this~~ Mortgage and the indebtedness secured thereby, before the same becomes delinquent and keep the said premises free from all statutory liens; and, WHEREAS, first parties have agreed to keep the buildings on the demised premises insured against fire, explosion and wind-storm for the full amount of their insurable value in an insurance company approved by second party, loss, if any, payable to and policies deposited with second party, and, WHEREAS, first parties have agreed not to commit or suffer any waste on said premises; and, WHEREAS, first parties have agreed that if first parties do not provide such insurance or fail(s) to pay all taxes as aforesaid, then second party may effect such insurance and pay the premiums thereon, and may pay the taxes, or may pay either of them and all amounts so paid shall bear interest at the rate of six and three-quarters per cent (6-3/4 %) from date of payment, and this Mortgage shall stand as security therefor and said sum or sums may be added to the mortgage debt, and the same recovered as a part thereof. Now, if the said first parties shall well and truly keep and perform all of the covenants and undertakings of the