

## MORTGAGE RECORD 85

The undersigned agrees to take all necessary steps to administer, supervise, preserve, and protect the Collateral; and regardless of any action taken by Payee, there shall be no duty upon Payee in this respect. The undersigned shall pay all expenses of any nature, whether incurred in or out of court, and whether incurred before or after this Note shall become due at its maturity date or otherwise, including but not limited to reasonable attorney's fees and costs, which Payee may deem necessary or proper in connection with the satisfaction of the Indebtedness or the administration, supervision, preservation, protection (including, but not limited to, maintenance of adequate insurance) of or the realization upon the Collateral. Payee is authorized to pay at any time and from time to time any or all of such expenses, add the amount of such payment to the amount of the Indebtedness, and charge interest thereon at the rate specified herein with respect to the principal amount of this Note.

The security rights of Payee and its assigns hereunder shall not be impaired by Payee's sale, hypothecation or rehypothecation of any note of the undersigned or any item of the Collateral, or by any indulgence, including but not limited to (a) any renewal, extension, or modification which Payee may grant with respect to the Indebtedness or any part thereof, or (b) any surrender, compromise, release, renewal, extension, exchange, or substitution which Payee may grant in respect of the Collateral, or (c) any indulgence granted in respect of any endorser, guarantor, or surety. The purchaser, assignee, transferee, or pledgee of this Note and/or the Collateral, guaranty or other document sold, assigned, transferred, pledged, or repledged, shall forthwith become vested with and entitled to exercise all the powers and rights given by this Note and all applications of the undersigned to Payee, as if said purchaser, assignee, transferee, or pledgee were originally named as Payee in this Note and in said application or applications.

(SEAL)

ATTEST:  
H. W. Love  
Secretary

THE LAWRENCE SANITARY MILK & ICE CREAM COMPANY  
By S. W. Hurwitz  
President

Second: to secure the payment by Mortgagor to Mortgagee of all indebtedness of Mortgagor to Mortgagee for any sum by way of loan, discounts, endorsement, guaranty or any note or notes executed to other parties and coming into possession of the Mortgagee by purchase or otherwise or by reason of advancements made on expenses incurred for the purposes herein authorized.

Third: to secure the performance and observance by the Mortgagor of all the covenants and conditions contained in the note and in this mortgage and all covenants and agreements by it to be performed under the terms of all contracts now or hereafter entered into between the Mortgagor and the Mortgagee.

The Mortgagor hereby covenants and agrees that:

1. The Mortgagor will pay promptly as and when the same respectively become due, whether by lapse of time or by declaration or otherwise, the principal and all installments of the principal of, and all interest on the Note and all other indebtedness hereby secured.

2. The Mortgagor will perform, or cause to be performed, all covenants, conditions, obligations and provisions of the Note, of all applications, and of all agreements however evidenced heretofore or hereafter entered into between the Mortgagor and the Mortgagee, connected in any manner whatsoever with the incurring of, or the security for, the indebtedness hereby secured.

3. The Mortgagor is lawfully seized of the mortgaged property and has good right to grant, sell, bargain, alien, release, convey, assign, warrant, transfer, mortgage and pledge the same; that the Mortgagor has and will preserve good and indefeasible title to the mortgaged property; that the mortgaged property is free and clear of all encumbrances unless otherwise expressly stated herein and that the Mortgagor will warrant and forever defend the same against the claims of all persons whomsoever.

4. Mortgagor will, while any of the indebtedness secured hereby remains unpaid, pay, at least ten days before they become delinquent, all taxes (both general and special), assessments and governmental charges lawfully levied or assessed against the mortgaged property or any part thereof; promptly will furnish the Mortgagee upon demand the receipts showing such payments except when payments are made by Mortgagee as hereinafter provided; and will allow no payment of any taxes, assessments or governmental charges by a third party with subrogation attaching, nor permit the mortgaged property, or any part thereof, to be sold or forfeited for any tax, assessment or governmental charge whatsoever. Any irregularities or defects in the levy or assessment of taxes, assessments and governmental charges paid by the Mortgagee are hereby expressly waived, and receipt by the proper officer shall constitute conclusive evidence both as to the amount and validity of such payments.

For the purpose of providing regularly for the prompt payment of all taxes, assessments and governmental charges levied or assessed against the mortgaged property while any of the indebtedness secured hereby remains unpaid, Mortgagor will deposit with the Mortgagee on the dates installments of principal and/or interest are payable, an amount equal to the taxes, assessments and governmental charges next due (as estimated by Mortgagee), less amounts already deposited therefor, divided by the number of such payments required to be made prior to the date when such taxes, assessments and governmental charges will become due and payable. The moneys thus deposited with the Mortgagee are to be held without interest and shall be applied by it to the payment of said taxes, assessments and governmental charges as they become due and payable. If at any time Mortgagee deems the amounts deposited insufficient to pay said taxes, assessments and governmental charges, Mortgagor will deposit with the Mortgagee any amount necessary to make up the deficiency.

5. The Mortgagor will maintain the mortgaged property free from waste or nuisance of any kind and in good condition, and make all repairs, replacements, improvements and additions which may be necessary to preserve and maintain the mortgaged property and the value thereof; will comply with all laws, ordinances and regulations affecting said property or its use; will not alter, destroy or remove any of the buildings, improvements or property covered by this mortgage, or permit the same to be altered, destroyed, removed or used for any purpose other than that for which it is now used, without first obtaining the permission in writing of the Mortgagee; will complete in a good workmanlike manner any building which is being or may be constructed or repaired thereon; will pay when due all claims for labor performed and material furnished, and will not permit any lien of mechanics or material men to attach to mortgaged property. The Mortgagor will permit Mortgagee, its agents or representatives, to inspect the mortgaged property at any time, and will comply with any requirements made by Mortgagee with respect to the mortgaged property or the management thereof.

6. The Mortgagor promptly will pay and settle or cause to be removed all claims against any of the mortgaged property which affect the rights of Mortgagee hereunder and will appear in and defend any action or proceeding purporting to affect the lien of this mortgage or the rights or powers of Mortgagee hereunder, and the Mortgagor will pay all expenses incident thereto.

7. The Mortgagor will keep the mortgaged property and other insurable property, now or hereafter erected or placed in or on said mortgaged property, insured as required by the Mortgagee against loss or damage by fire and other hazards, casualties and contingencies, and will carry any other kinds of insurance in such amounts and for such periods as may from time to time be required by Mortgagee, and not less than five days prior to the expiration of any policy of insurance, the Mortgagor will deliver to Mortgagee renewal or new policies in like amounts covering the same risks. All insurance shall be carried in insurance companies approved by Mortgagee, and the policies shall include a provision making loss payable to Mortgagee as its interest may appear. All policies of insurance shall be delivered to and held by Mortgagee, and the Mortgagor will pay promptly when due all premiums for such insurance. Should any loss occur to insured property, the Mortgagee is hereby appointed attorney in fact for the Mortgagor to make proof of loss if the Mortgagor fails to do so promptly, and to receipt for any sums collected under said policies, which said sums or any part thereof, at the option of the Mortgagee may be applied as payment on the indebtedness hereby secured, or to the restoration or repair of the property so destroyed or damaged. The Mortgagor promptly will give notice by mail to the Mortgagee of any loss.