

When payable in accordance with the true intent and meaning thereof, and of said bonds and interest coupons, and without preference of any of said bonds over any of the others by reason of priority in the time of negotiation thereof, or otherwise, and upon the covenants and agreements hereinafter contained; and the Company for itself, its successors and assigns does covenant with the Trustee, and its successors, to warrant and defend the title to said premises from the lawful claims of all persons whomsoever, except a mortgage lien thereon in the sum of Two Hundred Thousand (\$200,000.00) Dollars now held and owned by the Missouri State Life Insurance Company.

COMPARED

The Company also agrees and covenants that it will from time to time, upon reasonable request, make, execute and deliver any and all further conveyances that may be necessary or proper to affectuate the security and lien hereby intended to be created, and to facilitate the execution of said trust; provided further, however, that these presents are upon the express condition that this Company, its successors and assigns, shall pay or cause to be paid to the holders of said bonds and interest coupons, the principal and interest which shall become due thereon at the time and in the manner therein provided, and shall observe and perform all and singular the covenants, agreements and conditions in said bonds and herein on the part of the Company to be observed and performed, then these presents shall become void, but otherwise shall remain in full force and effect.

The Company will pay all taxes, assessments and charges which may be imposed upon the premises hereby mortgaged, or any part thereof, whereby the security or lien hereof might be diminished or impaired before the same shall be or become to arrears.

The Company further agrees that it will not suffer any lien or encumbrance to accrue or be created upon said premises, or do or suffer any act or thing whereby the security hereof may be diminished or impaired, and will keep said premises in good condition and repair.

The Company will keep all buildings and movable property hereby mortgaged, or which may be at any time upon said premises, insured against loss by fire in a company or companies approved by the Trustee in at least the sum of Two Hundred Thousand (\$200,000.00) Dollars, depositing the policies with the Trustee, to whom in case of loss the same shall be payable, provided that all moneys received by the Trustee by virtue of any such insurance in the discretion of the Trustee may be applied in making good the loss or damage in the respect of which the same shall have been received, or may be retained by the Trustee and invested in investments *proper for the Investment Trust Funds for the Security of the Bonds* *Holders hereunder.*

The Company agrees to pay to the Trustee for its services rendered and to be rendered, the sum of One Hundred (\$100.00) Dollars, an acceptance fee, which is payable at the time the Trustee accepts this trust; the further sum of One Hundred (\$100.00) Dollars per annum, payable on the first day of October, 1924, and on the first day of October each year thereafter until the mortgage shall have been satisfied and released of record; a further sum of Twenty-five Cents (25¢) for each bond certified by said Trustees; a further sum of one-fourth (1/4th) of one percent (1%) for all sums disbursed as interest on said bonds; and the further sum of one-tenth (1/10th) of one per cent (1%) of all principal disbursed by said Trustee under the terms of this mortgage.

The Trustee named herein hereby accepts the pledge and trust created by this instrument, without representation as to the validity or legality of this mortgage and the pledge or lien created thereby, but agrees faithfully and honestly to discharge the duties of Trustee under the terms of this instrument, and it is agreed that the Trustee in all matters shall not be liable, except for its willful wrong conduct.

Upon acceptance of this trust by the Exchange Trust Company, the same shall not