

48" (b) That it will maintain the Equipment in proper working order. Should the Equipment become impaired, by accident or otherwise, it will make the needed repairs, and failing so to do, the Contractor shall have the right to place the Equipment in working order at the expense of the Owner;

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(c) That it will maintain insurance on the Equipment (and on the material therefor during installation) against loss by fire, lightning and windstorm to the fair cash insurable value of the same and for the full term of this contract, in insurance companies acceptable to the Contractor, the insurance to run to the Owner and the Contractor as their interests may appear, and the policies to be delivered to and kept by the Contractor;

(d) That it will furnish the Contractor and keep in force a Surety Company bond (premium thereon to be paid by the Contractor) or other guarantee satisfactory to the Contractor, guaranteeing performance of this contract by the Owner;

(e) That it will not create, or permit to be created or exist, any lien or claim against the Equipment or the above described premises upon which the Equipment is placed, except the lien specifically mentioned in paragraph 9 hereof;

(f) That it will deliver to the Contractor a letter showing the condition of title to the premises described in paragraph 1 hereof, signed by a reputable attorney familiar therewith

(g) That it will obtain the consent of the mortgagee, if any, mentioned in paragraph 9 hereof, that the Equipment installed or to be installed under this agreement shall be considered personal property, and shall not be subject to the mortgage;

(h) That the amounts to be paid under this contract, whether evidenced by notes or otherwise, shall also be, continue and remain a lien upon all of the above described real estate as security for the prompt and punctual payment thereof to the Contractor until the same are fully paid;

(i) That it will not alter, remove or dispose of or permit the use by others of the Equipment, or any part thereof, without the written permission of the Contractor;

(j) That it will pay all taxes and assessments levied against the Equipment or the property of the Owner; indemnify the Contractor against purchasers, creditors or lienholders, and all others now or hereafter having or claiming an interest in or to the Equipment or the premises described in paragraph 1 hereof, and will give to the Contractor reasonable notice of every act or transaction coming to its knowledge which may affect the control, possession, title to or ownership of the premises or plant of the Owner.

Upon failure of the Owner to comply with the foregoing agreements the Contractor shall have the right at its option to take out the insurance, pay the taxes or assessments levied against the Equipment or the property or satisfy any liens and claims against the Equipment or the property, and the Owner will upon demand, reimburse the Contractor for all such payments.

5. The Equipment and the materials therefor before, during and after the installation shall become, be and remain the property of the Contractor, and shall become and be considered as personal property and not part of the realty, until the title thereto is acquired by the Owner, as herein provided .

6. The Contractor hereby leases to the Owner the Equipment , and the Owner accepts said lease for the period of Four years from the date of the delivery of materials for said Equipment, as provided in paragraph 1 hereof, and the Owner will pay as rental therefor to the Contractor the sum of Five Hundred thirty-nine (539.00) Dollars, upon the date of such delivery, and the sum of Five Hundred Thirty-nine (539.00) Dollars every twelve months after said date until Five (5) payments, including the original payment, have been made. As security for the payment of said installments, the Owner will execute and deliver to the Contractor the Owner's promissory notes for said sums, said notes to be by their term subject to this contract. The giving and acceptance of said notes shall not constitute payment