mineral lease or agreement pertaining to said property, and VOLIO 3 PAGE

1. All and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said Party of the First Part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtneances.

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If any of the property herein conveyed is of a nature so that a security interest therein can be perfected under the Uniform Conmercial Code, this instrument shall constitue a Security Agreement and Financing Statement if permitted by applicable law, and First Party agrees to join with Party of the Second Part in the execution of any financing statements and to execute any other instruments that may be required for the perfection or renewal of such security interest under the Uniform Commercial Code.

TO HAVE AND TO HOLD the above-described property, together with all improvements thereon and all rights, hereditaments and appurtenances in anywise appertaining or belonging thereto; and together with all equipment, fixtures and articles of personal property now or hereafter attached to or used in and about the building, buildings and other improvements now or hereafter erected, constructed or developed on the above-described property which are necessary or useful for complete and comfortable use and occupancy of the property for the purposes for which they were or are to be erected, constructed or developed, or which are or may be used in or related to the planning, development, financing or the operation thereof; all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the property in any manner; all building materials and equipment now or hereafter delivered to the property and intended to be installed therein; all plans and specifications for the property; all contracts and subcontracts relating to the property, all deposits (including tenant's security deposits), funds, accounts, contract rights, instruments, documents, general intangibles (including trademarks, tradenames and symbols used in connection therewith), and notes or chattel paper arising from or by virtue of any transactions related to the property; all permits, licenses, certificates and other rights and privileges obtained in connection with the property; all proceeds arising from or by virtue of the sale, lease or other disposition of any of the real or personal property described herein; unless such items are immediately replaced by similar items of equal or better quality and kind to those items which were so disposed of; all proceeds (including premium refunds) payable or to be payable under each policy of insurance relating to the property; all proceeds arising from the taking of all or a part of the real property or any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, for any public or quasi-public use under any law, or by right of eminent donain, or by private or other purchase in lieu thereof; and all other interest of every kind and character which First Party now has or at any time hereafter acquires in and to the above-described real and personal property and all property which is used or useful in connection therewith, including rights of ingress and egress, easements, licenses, and all reversionary rights or interests of First Party with respect to such property unto the Party of the Second

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