

(said real property, tenements, hereditaments, appurtenances, rents, issues, profits, buildings and improvements being hereinafter sometimes called the "Premises"), provided, however, the Company shall be entitled to collect and retain the rents, issues and profits until default hereunder, subject, however, to the terms of any assignment executed by the Company directing payment of said rentals to Mortgagees or their respective assigns; provided, further, that this Mortgage shall not cover any equipment owned by Phillips Petroleum Company, a Delaware corporation, hereinafter called the "Lessee", and supplied by it for use at or in connection with such location;

TO HAVE AND TO HOLD the same with all rights, privileges and appurtenances thereunto belonging or in anywise appertaining unto the Mortgagees and their respective successors and assigns forever. This Mortgage is subject and inferior to that certain Lease Agreement dated as of December 1, 1965 (hereinafter called the "Lease") by the Company, as lessor, and Lessee, as lessee.

This Mortgage is made subject to the following covenants, conditions and agreements:

1. The Company owns and is lawfully seized of the Premises, free and clear of all liens and encumbrances except those of record or except as herein set forth, and has full power and lawful authority to grant, bargain, sell, assign, convey, mortgage and warrant the same to the Mortgagees in the manner and form herein done or intended. The Company has and will preserve title to the Premises, and does and will forever warrant and defend the same to the Mortgagees, and their successors and assigns hereunder, against the claims of all persons and parties, except with respect to matters of record.

2. The Company will pay the principal of and interest on the Note at the time and in the manner provided therein, and will perform and comply with all covenants and obligations contained in this Mortgage.

3. The Company will pay and discharge, or cause to be paid and discharged, as and when the same shall be due and payable without penalty, all taxes, assessments, levies, fees, water and sewer rents and charges, and all other governmental charges of every character, general and special, ordinary and extraordinary, which are levied upon or assessed against the Premises or which arise in respect of the ownership, occupancy or use thereof.

4. The Company will not create or permit to be created or to remain, and will promptly remove and discharge, all liens, encumbrances and charges upon the Premises, provided, that the existence of any mechanic's, laborer's, materialman's, supplier's or vendor's lien shall not violate this paragraph 4 if payment is not yet due upon the contract or for the goods or services in respect of which any such lien has arisen. Notwithstanding any provision of paragraph 3 or this paragraph 4, the Company shall not be required to pay, discharge or remove any tax, assessment, levy, fee, rent or charge referred to in paragraph 3, or any lien, encumbrance or charge referred to in this paragraph 4, provided that the Company or Lessee shall contest, at its own expense, the amount or the validity thereof by appropriate proceedings which shall operate to prevent the collection of, or other realization upon, the tax, assessment, levy, fee, rent, charge, lien or encumbrance contested and the sale or forfeiture of the Premises or any part thereof to satisfy the same.

5. If all or part of the Premises shall be taken by condemnation or other proceeding pursuant to any law, general or special, the award or compensation for such taking shall be payable to the Mortgagees, except to the extent that such award or compensation shall be payable to Lessee pursuant to the Lease. The Company will execute such instruments and take such action as may be necessary to enable the Mortgagees and Lessee to receive any award or compensation as provided in this paragraph.

6. The Premises shall at all times be subject to the Lease now covering said property. The Company will perform or cause to be performed all obligations and agreements to be performed by the lessor under the Lease, and will do all things necessary to compel performance by Lessee of its obligations and agreements as lessee under the Lease. The Company will neither take nor permit any action which will release Lessee from any obligation or liability under the Lease or which will result in the termination,