

TOGETHER with all and singular the improvements thereon and the rights, members, hereditaments, and appurtenances to the same belonging or in anywise appertaining; all the rents, issues, and profits thereof (provided, however, that Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder), and including all the buildings, walks, fences, shrubbery, driveways, improvements and fixtures of every kind, including stoves, refrigerators, ranges, cabinets, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screens, blinds, doors, hardware, wires, switches, electric fixtures, bells, insulations, and all other water, plumbing, ventilating, and heating equipment, including stokers, oil burners, tanks, air conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed, and shall be deemed part of the security for the indebtedness herein mentioned, and shall be covered by this Mortgage; EXCEPTING HOWEVER, petroleum marketing equipment, tanks, and fixtures owned by THE ATLANTIC REFINING COMPANY.

TO HAVE AND TO HOLD, all and singular the said property unto Mortgagee, its successors and assigns forever.

Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever except as herein otherwise recited. Mortgagor further covenants to warrant and forever defend all and singular the premises as herein conveyed, unto Mortgagee forever, from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, that if Mortgagor, its successors, or assigns, shall and do well and truly pay, or cause to be paid, unto Mortgagee, its successors or assigns, the said debt aforesaid, with interest as aforesaid on the day and time hereinbefore mentioned and appointed for the payment of the same, and shall perform the covenants herein contained then this Mortgage, and the estate hereby granted shall cease, determine and be utterly null and void; otherwise, it shall remain in full force and virtue.