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No. ATR-317

MORTGAGE AND DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS, that TREMARCO CORPORATION, a Delaware corporation having its principal office at 600 Grant Street, Pittsburgh 19, Pennsylvania (herein termed the Mortgagor), in consideration of the sum of One Dollar (\$1.00) paid to it, the receipt whereof is hereby acknowledged, does hereby mortgage and warrant, transfer, set over, assign, give, grant, bargain, sell and convey unto Mellon National Bank and Trust Company, a national banking association organized and existing under the laws of the United States of America, having its principal office at Mellon Square, Pittsburgh 30, Allegheny County, Pennsylvania and D. A. Hazlett, residing at 306 Old Farm Road, Pittsburgh 34, Allegheny County, Pennsylvania, as Trustees (herein termed the Mortgagees), their successors and assigns forever, all those certain parcels of real property described in Schedule I annexed hereto and made a part hereof, and all those certain parcels of real property located in various states of the United States and described in the Indenture hereinafter mentioned (all said parcels of real property being herein termed the Mortgaged Premises), together with all buildings, structures, improvements and appurtenances now standing, or at any time hereafter constructed or placed upon said Premises or any part thereof, including all right, title and interest of the Mortgagor, if any, in and to all building material, plants, plant equipment, appliances, apparatus and machinery, and fixtures of every kind and nature whatsoever on the Mortgaged Premises or in any building now or hereafter standing on said Premises, or any part thereof (all fixtures of every kind now or hereafter installed in or on the Mortgaged Premises in any manner to be considered part of the real property), and the reversion or reversions, remainder or remainders, in and to said Premises and each and every part thereof, and together with all and singular the tenements, hereditaments, easements, rights, privileges and appurtenances to said Premises belonging or in any wise appertaining thereto, and all right, title and interest of the Mortgagor in and to any streets, ways, alleys, gores or strips of land adjoining said Premises or any part thereof, and all the estate, right, title, interest, claim or demand whatsoever of the Mortgagor either in law or in equity, in possession or expectancy, of, in and to said Premises, and together with all rents, income, revenues, issues and profits thereof and the present and continuing right to make claim for, collect, receive and receipt for any and all of the said rents, income, revenues, issues and profits, which are hereby assigned, transferred and set over unto the Mortgagees, and, subject to the leases hereinafter mentioned and the rights of the lessee thereunder, all awards heretofore and hereafter made to the Mortgagor for taking by eminent domain the whole or any part of the Mortgaged Premises or any easement therein including any awards for changes or grade of streets, which said awards are hereby assigned to the Mortgagees, to be disposed of pursuant to the terms of said leases and of the Indenture hereinafter mentioned.

To HAVE AND TO HOLD the Mortgaged Premises, with all the privileges and appurtenances thereto belonging to the said Mortgagees, their successors and assigns forever.

This Mortgage is given as partial security, together with certain other mortgages covering other parcels of real property, for the performance by the Mortgagor of its covenants contained herein, in the 5% Note secured hereby (herein termed the Note) dated November 22, 1957, to mature on January 1, 1983, made by the Mortgagor and payable to the Mortgagees in the maximum amount of Thirty-three million Three hundred thousand Dollars (\$33,300,000), and in the Indenture of Mortgage and Deed of Trust dated as of November 22, 1957 (herein termed the Indenture), made by the Mortgagor to the Mortgagees and held by said Mellon National Bank and Trust Company at its principal office above mentioned, and as partial security for the payment of the principal and interest of the Mortgagor's 5% First Mortgage Bonds to be issued under the provisions of the Indenture in the aggregate principal amount of \$33,300,000, and is subject to all the terms and conditions of the Note and the Indenture, all of the terms of each of which are made a part hereof as fully and completely as if herein specifically set out in full. The Note is payable in quarter-annual instalments payable on April 1, 1958 and on the first day of each quarter-annual period thereafter, each of which instalments when paid shall be applied first to the payment of interest accrued on the unpaid principal of the Note and the remainder to payment on account of principal.

The Mortgagor, in order further to secure the payment of the principal and interest of the Note and said Bonds according to their tenor and effect, and the performance and observance of the provisions hereof and thereof, has assigned, transferred and set over and by these presents does assign, transfer and set over to the Mortgagees all revenues, rents, income, issues and profits of the Mortgaged Premises and the right henceforth to receive and collect the same and apply the same to the payment of the principal and interest of the Note and, without limiting the generality of the foregoing, does by these presents assign, transfer and set over to the Mortgagees certain leases of each of said Premises (herein termed the Leases) from either the Mortgagor or its subsidiary corporation, Tremarco Corporation (Indiana), as lessor to Gulf Oil Corporation as lessee, each Lease having a Basic Term beginning on January 1, 1958 and continuing for twenty-five years, including all extended or renewed terms of the Leases, to which Leases the lien hereof on the Mortgaged Premises is subject, and all the right, title and interest of the Mortgagor therein, thereto and thereunder, and the right henceforth to receive and collect all revenues, rents, income, issues and profits payable or receivable thereunder including, but without limiting the generality of the foregoing, the present and continuing right to make claim for, collect, receive and receipt for any and all of the said revenues, rents, income, issues and profits and to do any and all things which the Mortgagor is or may become entitled to do under the Leases.

The Mortgagor covenants and agrees with the Mortgagees that:

1. The Mortgagor is the owner and is lawfully seized and possessed of the Mortgaged Premises free and clear of all liens, defects, encumbrances, covenants, restrictions, easements, agreements and reservations except such as are of record, if any, and has good title, full power and lawful authority to grant, bargain, sell, warrant, release, convey, assign, transfer, mortgage, set over and confirm the same to the Mortgagees in the manner and form herein done or intended. The Mortgagor has and will preserve indefeasible title to said Premises and does hereby and will forever warrant and defend the same to the Mortgagees against the claims of all persons and parties whomsoever. The Mortgagor will at its cost, without expense to the Mortgagees, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all and every such further acts, deeds, conveyances, mortgages, assignments, transfers and assurances in the law as the Mortgagees shall require for the better assuring, conveying, mortgaging, assigning and confirming unto the Mortgagees the Premises hereby conveyed or assigned or intended so to be, or which the Mortgagor may be or may hereafter become bound to convey or assign to the Mortgagees.

2. All right, title and interest of the Mortgagor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Mortgaged Premises hereafter constructed or acquired by the Mortgagor, immediately upon such construction or acquisition and without any further conveyance or assignment, shall become and be part of the Mortgaged Premises and shall be subject to the lien hereof as fully and completely, and with the same effect, as though now owned by the Mortgagor, but at any and all times the Mortgagor will execute and deliver to the Mortgagees any and all such further assurances, conveyances or assignments thereof as the Mortgagees may reasonably require for the purpose of expressly and specifically subjecting the same to the lien hereof.

3. The Mortgagor will not create or suffer to be created any mortgage, lien or charge upon or against the Mortgaged Premises other than the Leases and the lien of the Indenture or as herein or in the Note permitted.