

together with all buildings and improvements thereon and the rights, members, hereditaments and appurtenances to the same belonging or in any wise appertaining; all the rents, issues and profits thereof; and together with equipment located on the above described premises, to wit:

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| 2 Smith 2½" Meters w/large counter | 2 Smith 2½" Strainers |
| 2 Ingersoll - Rand 1½ KRVS 1½ | 4 Wheaton 2½" Loading Arms |
| 4 2" Vents 16 oz. | 8 Lock Gate Valves |
| 4 Buckeye 2" Anti-Freeze Valves | 4 3" Gate Valves |
| 2 OPW 3" Strainers | 2 3" Swing Gate Valves |
| 4 Horizontal Moormann Gauges | 2 Swivels Smith |
| 2 APCO Vents for bulk plant pump | 1 Manual faucet for above |
| 4 General Steel Tanks 15,000 Gallon Bulk Storage | |
| 12 General Steel 10' Tall Stands for tanks | |
| 1 Low Wayne Pump (No model or serial number on pump) | |
| 2 120 Gallon Tokheim Kero Tanks Serial Nos. 58076 and 58089 | |
| 4 Tokheim Pedestal Kero Pumps Serial Nos. 495821, 495846, 495847, 495812 | |
| 2 Tokheim Pumps Model 39 AP Serial Nos. 1052185, 1052186 | |
| 1 T-10 Smith meter with large counter air eliminator & Strainer | |
- Misc. Equipment such as valves, fittings, etc.

TO HAVE AND TO HOLD the said real and personal property (hereinafter sometimes called "mortgaged property") unto the Mortgagee, its successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the realty hereinabove described in fee simple absolute, that it has good right and lawful authority to sell, convey or encumber the mortgaged property, and that the same is free and clear of all liens and encumbrances whatsoever except mortgage dated July 8, 1958 by Mortgagor to Phillips Petroleum Company in the amount of Seventy-five Thousand Dollars (\$75,000.00).

and, subject to such exception, Mortgagor further covenants to warrant and forever defend the mortgaged property unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

1. The Mortgagor will promptly pay the principal of and interest on the indebtedness evidenced by the promissory note hereinabove described, at the time and in the manner therein provided.

2. The Mortgagor will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions on the mortgaged property; and if the Mortgagor fails to make any such payments, the Mortgagee may pay the same, and all sums so paid shall bear interest at the rate of six per cent per annum from the date of such advance and shall be secured by this mortgage.

3. The Mortgagor will keep the mortgaged buildings, improvements, fixtures and chattels in good repair and will continuously maintain fire and extended coverage insurance on the same in an amount equal to the full insurable value thereof, and Mortgagor shall pay promptly when due all premiums for such insurance. All such insurance shall be carried in companies approved by the Mortgagee, and the policies and renewals thereof shall be held by the Mortgagee, if required, and shall have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee; and if the Mortgagor fails to maintain and pay for such insurance, the Mortgagee may obtain and pay for the same, and all sums