

of any assignment executed by Mortgagor directing payment of said rentals to Mortgagee or its assigns; provided further, that this Mortgage shall not cover any facilities now or hereafter owned by D-X Sunray Oil Company, or its lessees or assignees, hereinafter collectively designated as "D-X", and supplied by it or them 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 Mortgagee and its successors and assigns forever.

And Mortgagor hereby warrants and covenants that, subject to that certain lease dated as of the date of this Mortgage (the "lease"), from Mortgagor, as lessor, to D-X, as lessee, to which lease the lien of this Mortgage is expressly made subject, and to certain exceptions which will not materially interfere with the use or enjoyment of the Premises, he is seized of the real property in fee simple and has a good right to sell and convey the same, that, except as above stated, the Premises are free from all encumbrances (other than certain mortgages, deeds of trust and/or construction liens which Mortgagor will cause to be released) and that Mortgagor and Mortgagee's heirs, executors, administrators and assigns will forever defend or cause to be defended the same unto Mortgagee and its successors and assigns against the claims of all persons whomsoever except as otherwise provided above.

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

1. Mortgagor agrees to pay the principal of and interest on the indebtedness evidenced by the above mentioned note, at the times and in the manner provided for in said note, but only from the security mentioned therein as therein provided, the moneys evidenced by said note having been used by Mortgagor to purchase all or a portion of the property covered hereby. Except as provided in this paragraph 1 with respect to the payment of principal of and interest on the note, Mortgagor shall be personally liable for the performance of and compliance with all covenants and obligations of Mortgagor under this Mortgage.

2. So long as any of the indebtedness secured hereby shall remain unpaid, Mortgagor will keep or cause the Premises to be kept in good condition and repair, and Mortgagor agrees to pay or cause to be paid all taxes, assessments and all other charges, judgments or claims of whatever nature (whether or not equal or superior hereto) that may be imposed against or become liens upon the premises, or the tenements, hereditaments or appurtenances thereunto, the rents, issues or profits therefrom or the equipment, buildings or improvements thereon, or any part thereof. Mortgagor will not permit any such lien (whether or not equal or superior hereto) to accrue and remain thereon or on any part thereof, and will comply or cause compliance with all laws and ordinances now or hereafter in effect, and all rules, regulations, requirements and orders of all governmental authorities or agencies now or hereafter affecting said premises or the sidewalks adjacent thereto or any buildings, structures, fixtures, equipment and improvements thereon or the use or occupancy thereof. Mortgagor agrees to indemnify and hold Mortgagee financially harmless from the consequences of any violation of such laws, ordinances, rules, regulations, requirements or orders, and Mortgagor further agrees that Mortgagor will not permit any unlawful occupation, business or trade to be conducted on said premises or any use to be made thereof contrary to any such law, ordinance, rule, regulation, requirement or order. The provisions of this paragraph are subject to Section 14(B) of the lease.

3. Mortgagor will continuously maintain or cause to be maintained hazard insurance (including fire and extended coverage insurance) with a responsible insurance company or companies authorized to do an insurance business in the state in which the Premises are located, covering all of the insurable Facilities now erected or situate on or which may hereafter be erected or situate on, the Premises in amounts sufficient to prevent the Mortgagor and Mortgagee from becoming co-insurers under provisions of applicable policies of insurance but in any event in amounts not less than 90% of the full insurable value thereof, to protect against fire, explosion, and windstorm and such other risks as are now or hereafter customarily insured against to protect property used in a business similar to that now or hereafter conducted on the Premises, and will pay or cause to be paid promptly when due any premiums therefor. In the event of substantial loss, Mortgagor will give or cause to be given immediate notice by mail to Mortgagee, who may make proof of loss if such proof is not promptly made by Mortgagor or D-X, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged, provided, however, that, so long as the lease remains in effect, such insurance company is hereby authorized and directed to make payment for such loss directly to D-X which shall apply the insurance proceeds as provided in the lease. In the event of foreclosure of this Mortgage or other transfer of title to the Premises in lieu of foreclosure, all right, title and interest of Mortgagor in and to the insurance policies then in force shall pass to the purchaser or grantee. Mortgagor will deliver or cause to be delivered to Mortgagee on or before March 15, 1960 and on or before each March 15 thereafter a certificate executed by an officer of D-X containing a statement to the effect that as of the end of the preceding February, the above required insurance was carried on the Facilities and shall contain a statement of the insurance in effect on such Facilities which shall list with respect to each insurance policy, (1) the name of the insurer, (2) policy number, (3) amount of coverage, (4) type of insurance, (5) expiration date and (6) payee.