

being the same property conveyed to Mortgagor by by Deed dated and recorded in the records of County, Book page together with all tenements, hereditaments and appurtenances now or hereafter belonging or appertaining thereto, all rents, issues and profits of the above-described property and all buildings and improvements now or hereafter located on or attached to or used in connection with said premises, including, without limitation, storage tanks, automobile hoists, dispensing pumps, air compressors and motors, lubricating equipment (pressure or otherwise), light poles and/or other items of equipment which are used in connection with said premises as a service station and/or bulk station location, and any substitutions therefor or replacements thereof, all of which are and shall be deemed to be fixtures and a part of the realty and are a portion of the security for the indebtedness herein mentioned, provided, however, Mortgagor shall be entitled to collect and retain the rents, issues and profits until default hereunder.

To HAVE AND TO HOLD the same with all rights, privileges and appurtenances thereunto belonging or in anywise appertaining unto the Mortgagee and its successors and assigns forever.

And the Mortgagor hereby warrants and covenants that, subject to that certain lease agreement dated August 7, 1959, from Mortgagor, as landlord, to Mortgagee, as tenant, he is seized of the real property in fee simple and has a good right to sell and convey the same, that the property and improvements are free from all encumbrances and that the Mortgagor and Mortgagor's heirs, executors, administrators and assigns will forever defend the same unto Mortgagee and its successors and assigns against the claims of all persons whomsoever.

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

1. That 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 therein provided, the monies evidenced by said note having been used by Mortgagor to purchase all or a portion of the property covered hereby.
2. So long as any of the indebtedness secured hereby shall remain unpaid, in whole or in part, the Mortgagor agrees to keep the premises and the improvements thereon in good condition and repair, and to pay all taxes, assessments and all other charges, judgments or claims of whatever nature 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 buildings or improvements thereon, or any part thereof, not to permit any such lien (whether or not equal or superior hereto) to accrue and remain thereon or on any part thereof, and to comply 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 the 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.
3. Mortgagor will continuously maintain hazard insurance of such type or types as Mortgagee may from time to time require in amounts equal to the full insurable value thereof on the improvements now or hereafter on the premises, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies satisfactory to the Mortgagee and the policies and renewals thereof shall be held by Mortgagee (or persons authorized by Mortgagee to hold the same), and shall have attached thereto loss payable or mortgagee clauses in favor of and in form acceptable to Mortgagee. The policies shall provide against termination or cancellation for any reason without five days' prior notice to Mortgagee addressed to the attention of its Sales Department, Bartlesville, Oklahoma. In the event of loss, Mortgagor will give immediate notice by mail to Mortgagee, who may make proof of loss if such