

WHEREAS, Mortgagor is desirous of securing prompt payment of said note in accordance with the terms and conditions thereof, as well as any additional indebtedness accruing to Mortgagee on account of payments or expenditures made by Mortgagee as herein provided;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) to the undersigned Mortgagor in hand paid by Mortgagee, the receipt whereof is hereby acknowledged, and for the purpose of securing prompt payment of the indebtedness hereinabove mentioned as the same becomes due and other valuable considerations, Mortgagor does hereby grant, bargain, sell, assign, convey, mortgage and warrant unto Mortgagee the following-described real property situated in the County of Douglas, State of Kansas to-wit:

Lot Eighteen (18) and the South thirty-five (35) feet of Lot Nineteen (19), all in Block Seventeen (17) in Babcock's Enlarged Addition, City of Lawrence, Douglas County, State of Kansas.

being the same property conveyed to Mortgagor by Blanche E. Phillips, Guy H. Phillips & Marvel K. Holloway, by Deed dated _____ and recorded in the records of Douglas County Kansas, Book 227, page 442, 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 therefore 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, subject, however, to the terms 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 equipment owned by Phillips Petroleum Company, a Delaware corporation, hereinafter designated as "Phillips", and supplied by it 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 the Mortgagee and its successors and assigns forever.

And the Mortgagor hereby warrants and covenants that, subject to that certain lease agreement dated July 17, 1963 from Mortgagor, as landlord, to Phillips, as tenant, he is