

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, re-construction, alteration and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the mortgaged premises immediately upon the delivery thereof to the said mortgaged premises, and all fixtures now or hereafter owned by Mortgagor and attached to said premises, including but not limited to all apparatus, machinery, motors, elevators, fittings, electric transformers, ovens, equipment, storage tanks, storage bins, storage containers, and other incinerating, air conditioning and sprinkler equipment and fixtures and appurtenances thereto; and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said building or buildings in any manner, it being mutually agreed that all the aforesaid property owned by said Mortgagor and placed by it on said premises shall, so far as permitted by law, be deemed to be fixtures and a part of the realty, security for the said indebtedness and covered by this Mortgage; and

TOGETHER with all awards and other compensations heretofore or hereafter to be made to the present and all subsequent owners of the mortgaged premises for any taking by eminent domain, either permanent or temporary, of all or any part of the said premises or any easement or appurtenance thereof, including severance and consequential damage and change in grade of streets, which said awards and compensation less any costs and expenses incurred or paid in collection thereof, shall at option of Debtor either be applied toward the cost of the repair or replacement of the condemned premises, for new improvement of other mortgaged premises hereunder or paid on account of any sums secured hereby, whether or not then due or payable.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the Premises before mentioned unto the said King Oil Company, a corporation, and its successors and assigns forever. And it and they do(does) hereby itself and themselves and its and their successors, heirs and assigns to warrant and forever defend all and singular the said Premises unto the said King Oil Company, a corporation, and its successors and assigns, from and against itself and themselves and its and their successors, heirs and assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

Mortgagor does hereby covenant and agree to pay promptly when due all taxes and assessments that may be levied or assessed against said real estate, and also all judgments or other charges, liens or encumbrances that may be recovered against the same or that may become a lien thereon, and in default thereof said Mortgagee shall have the same rights and options as above provided in case of insurance.

AND MORTGAGOR COVENANTS AND WARRANTS lawful seisin of an indefeasible estate in fee simple of the said premises; that Mortgagor has good and legal right, power and authority to so convey the same and that Mortgagor and successors in interest will forever WARRANT AND DEFEND the title of said property and the lien and priority of this Mortgage against the lawful claims and demands of all persons whomsoever; and that Mortgagor will execute, acknowledge and deliver all and singular the premises hereby conveyed and intended so to be, or which Mortgagor may be or shall become hereinafter bound so to do. All such covenants and warranties shall run with the land.

AND MORTGAGOR FURTHER COVENANTS AND AGREES AS FOLLOWS:

1. To pay promptly the principal of and interest on the indebtedness evidenced by the said Promissory Note(s) or otherwise at the times and in the manner herein and in said Note(s) or otherwise provided.