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Lot 32 Blk 6 Inland Park
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UTAH

PURCHASE MONEY DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT
AND FINANCING STATEMENT

Dated as of April 28, 1987

BOOK 1485
PAGE 0785031
EN 1 PT 233 AB 233

C.S. FUNDING ASSOCIATES - 1987,
a Pennsylvania General Partnership
Grantor

TO

Gretta Spendlove, an attorney licensed
to practice law in Utah
Trustee

FOR

METRO NORTH STATE BANK, a Missouri Banking Corporation
Beneficiary

This instrument was prepared by and recorded
counterparts should be returned to:

SHUGHART, THOMSON & KILROY
ATTN: DANIEL T. MURPHY
SUITE 1800
120 W. 12TH STREET
KANSAS CITY, MISSOURI 64105
(816) 421-3355

RECORDED AT REQUEST OF
BLACKS-TITLE
1987 MAY -7 PM 12:32
CAROL LEAN PAGE
DAVIS COUNTY RECORDER
DEPUTY *[Signature]* FILE 55.50

This instrument is a Deed of Trust, Assignment, Security Agree-
ment and Financing Statement of both real and personal property,
including fixtures. The original outstanding principal amount of
indebtedness secured by this instrument is \$33,200,000.00 plus
future advances. This instrument secures obligations containing
provisions for changes in interest rates, extensions of time for
payment and other modifications in the terms of the obligations.

This Purchase Money Deed of Trust to be recorded in Davis
County, Utah, covers two (2) separate parcels of real
estate.

THIS DEED OF TRUST SECURES FUTURE ADVANCES.

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DEED OF TRUST

THIS DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT (this "Mortgage"), is dated as of April 28, 1987, by C.S. FUNDING ASSOCIATES-1987, a Pennsylvania general partnership, the mortgagor and assignor hereunder (hereinafter, whether one or more, the "Grantor"), to Gretta Spendlove, an attorney licensed to practice law in Utah ("Trustee"), TRUSTEE for METRO NORTH STATE BANK, a Missouri banking corporation, 8320 North Oak Trafficway, Kansas City, Missouri 64118, as mortgagee ("Beneficiary").

W I T N E S S E T H :

WHEREAS, Grantor is the owner of certain real property legally described in Exhibit "A" attached hereto and made a part hereof (herein called the "Premises"); and

WHEREAS, Grantor has executed and delivered to Beneficiary its Promissory Note (herein called the "Note") of even date herewith, in the amount of THIRTY THREE MILLION TWO HUNDRED THOUSAND DOLLARS (\$33,200,000.00), payable to Beneficiary at its office or at such other place as Beneficiary may designate in writing, with interest as therein provided payable in accordance with the terms of the Note, with said Note finally maturing on the 24 day of April, 1992, a copy of said Note is attached hereto as Exhibit B; and

WHEREAS, the proceeds of said loan are to be disbursed pursuant to the terms of a certain Loan Agreement ("Loan Agreement") of even date herewith entered into between Grantor and Beneficiary; and

WHEREAS, the Beneficiary has required as a condition for its acceptance of the Note, that the Grantor secure said Note by this Deed of Trust (the "Mortgage" which shall be construed in all cases to be a Deed of Trust); and

WHEREAS, the total indebtedness and liabilities to be secured by this Mortgage amount to the sum of the following:

(i) the principal amount of the loan by the Beneficiary to the Grantor; plus

(ii) interest on such principal amount as provided in the Note and the Loan Agreement; plus

(iii) all other amounts payable under the Note, the Loan Agreement, this Mortgage, or any of the "Loan Documents", as defined in the Loan Agreement (including advances to protect the security and costs of enforcement), as the same may be amended, modified or supplemented or the maturity thereof may be extended or renewed;

(all such amounts described in (i)-(iii) and the other non-monetary obligations contained in the instruments evidencing same, as applicable, being herein collectively called the "Obligations");

WHEREAS, the Grantor is the landlord under a certain Leaseback Lease of even date herewith as defined in the Loan Agreement (the "Lease").

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by the Trustee the receipt and sufficiency of which are hereby acknowledged, and for the further consideration of the uses, purposes and trusts hereinafter set forth, and to secure the punctual payment by Grantor when due, whether at stated maturity, by acceleration or otherwise, of the Obligations and the performance and observance of all other covenants, obligations and liabilities of Grantor under this Mortgage, and all other documents required to be delivered by the Loan Agreement including the Loan Agreement itself (such other documents being herein collectively called the "Mortgage Documents"), Grantor has and does hereby grant, bargain, sell, mortgage, warrant, convey, alien, remise, release, assign, transfer, grant a security interest in, set over, deliver and confirm unto the Trustee and his substitutes and successors, as applicable, upon the terms and conditions of this Mortgage, with power of sale as provided herein (to the extent permitted by applicable law), each and all of the real property, and further grant to Trustee and Beneficiary, as applicable, a security interest in and to all other property described in Granting Clauses First through Fourth below (all such real property and other property being herein collectively called the "Premises").

GRANTING CLAUSES

All the estate, right, title and interest of Grantor now owned or hereafter acquired in, to and under, or derived from:

FIRST

Land

All those certain lot(s), piece(s) or parcel(s) of land more particularly described in Exhibit A, and all and singular the reversions or remainders in and to said land and the tenements, hereditaments, easements, rights-of-way or use, rights (including alley, drainage, crop, timber, logging and cutting, agricultural, horticultural, mineral, water, oil and gas rights), privileges, royalties and appurtenances to said land, now or hereafter being or in anywise appertaining thereto, including any such right, title, interest in, to or under any agreement or right granting, conveying or creating, for the benefit of said land, any easement, right or license in any way affecting other

property and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining said land or any parcel thereof, or in or to the air space over said land, all rights of ingress and egress by motor vehicles to parking facilities on or with said land, and all claims or demands of Grantor, either at law or in equity, in possession or expectancy, of, in or to the same (all of the foregoing hereinafter collectively called the "Land").

SECOND

Improvements

All buildings, structures, facilities and other improvements now or hereafter located on the Land, and all building material, building equipment and fixtures of every kind and nature now or hereafter owned by Grantor and located on the Land or attached to, contained in, or used in any such buildings, structures, facilities or other improvements (such fixtures collectively called the "Fixtures"), and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, owned by Grantor or in which Grantor has or shall acquire an interest (all of the foregoing hereinafter collectively called the "Improvements").

THIRD

Equipment

All chattels and articles of personal property, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, of every character and wherever situated, now or hereafter owned, constructed or acquired by Grantor or in which Grantor has or shall acquire an ownership interest, other than inventory, interest which is either, in any way belonging, relating or appertaining to, or located on, the properties referred to in GRANTING CLAUSES FIRST AND SECOND, or placed on any part thereof, though not attached thereto (all of the foregoing hereinafter collectively called the "Equipment"), together with all partitions, screens, awnings, shades, blinds, curtains, heating, lighting, plumbing, ventilating, air conditioning, refrigerating, gas, steam, electrical systems, fixtures and equipment, elevators, switchboards, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, ducts, conduits and all permits, licenses, franchises, certificates and other rights and privileges obtained in connection with the Premises which are alienable by Grantor. Without limitation, Grantor hereby grants to Trustee (and Beneficiary, if applicable) a security interest in and to all of Grantor's present and future Equipment, and Beneficiary shall have, in addition to all rights and remedies provided in the Mortgage Documents, all of the

rights and remedies of a "secured party" under the Uniform Commercial Code of the State in which the the Premises are located. This Mortgage constitutes and shall be deemed to be a "security agreement" for all purposes of said Uniform Commercial Code. If the lien of this Mortgage is subject to a security interest covering any property described in this GRANTING CLAUSE THIRD, then all of the right, title and interest of Grantor in and to any and all such property is hereby assigned to Trustee (and Beneficiary, if applicable) together with the benefits of all deposits and payments now or hereafter made therein by or on behalf of Grantor.

FOURTH

Proceeds and Awards

All unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by Grantor, all proceeds of the conversion, voluntary or involuntary, of any of the property described in these GRANTING CLAUSES into cash or other liquidated claims, including proceeds of hazard, title and other insurance, and all judgments, damages, awards, settlements and compensation (including interest thereon) heretofore or hereafter made to the present and all subsequent owners of the Land, the Improvements, the Equipment and/or any other property or rights encumbered or conveyed hereby for any injury to or decrease in the value thereof for any reason, or by any governmental or other lawful authority for the taking by eminent domain, condemnation or otherwise of all or any part thereof, including awards for any change of grade or streets.

TO HAVE AND TO HOLD subject only to those matters described in the Commitment for the Mortgagee's policy which Mortgagee shall accept and approve at Closing ("Permitted Encumbrances"), all and singular the above described Premises, together with the rights, privileges and appurtenances thereto belonging unto the said Trustee, and to his substitutes or successors forever. And Grantor does hereby bind it, its heirs, successors, executors, administrators and assigns to warrant and forever defend the Premises unto the said Trustee, his substitutes or successors and assigns forever, against the claim, or claims, of all persons claiming or to claim the same or any part thereof.

This conveyance, however, is made in TRUST to secure payment and performance of the Note and the Loan Agreement of even date herewith executed by Grantor, payable to and in favor of the Beneficiary which Note bears interest, and provides for, among other things, acceleration of maturity and for attorney's fees, as therein stipulated. Should Grantor do and perform all of the covenants and agreements herein contained and contained in said Note and Loan Agreement and make prompt payment of said indebtedness and the Obligations as the same shall become due and pay-

able, then this conveyance shall become null and void and of no further force and effect, and shall be released at the expense of Grantor, by the Trustee and the Beneficiary or any subsequent holder hereof. Grantor further covenants and agrees with Trustee and Beneficiary as follows:

ARTICLE I

Representations and Warranties of Grantor

SECTION 1.01 Title. Grantor represents, warrants, covenants and agrees that it is the lawful owner of the Premises and that it has good right and lawful authority to mortgage, assign and pledge the same as provided herein; that it has not made, done, executed or suffered, and will not make, do, execute or suffer, any act or thing whereby its estate or interest in and title to the Premises or any part thereof shall or may be impaired or changed or encumbered in any manner whatsoever except by Permitted Encumbrances; that it does warrant and will defend the title to the Premises against all claims and demands whatsoever not specifically excepted herein; and that it will do, execute, acknowledge and deliver all and every further act, deed, conveyance, transfer and assurance necessary or proper for the carrying out more effectively of the purpose of this Mortgage and, without limiting the foregoing, for conveying, mortgaging, assigning and confirming unto Beneficiary all of the Premises, or property intended so to be, whether now owned or hereafter acquired, including without limitation the preparation, execution and filing of any documents, such as financing statements and continuation statements, deemed advisable by Beneficiary for maintaining its lien on any property included in the Premises.

SECTION 1.02 Lien. The lien created by this Mortgage is a first lien on the Premises subject only to the other matters described as Permitted Encumbrances and Grantor will keep said premises and the rights, privileges and appurtenances thereto free from all lien claims of every kind whether superior, equal, or inferior to the lien of this Mortgage and, if any such lien be filed, Grantor, within twenty (20) days after such filing, shall cause same to be discharged by payment, bonding or otherwise to the satisfaction of Beneficiary. Grantor further agrees to protect and defend the title and possession of the Premises so that this Mortgage shall be and remain a lien thereon until said debt be fully paid, or if foreclosure sale be had hereunder so that the purchaser at said sale shall acquire good title free and clear of all liens and encumbrances.

SECTION 1.03 Authority. Grantor hereby represents and warrants to Beneficiary that:

(A) Grantor (i) is a general partnership of the State of Pennsylvania and has authority to do business in the state in

which the Premises is located; (ii) has the power and authority to own its properties and to carry on its business now being conducted; and (iii) is in compliance with all laws, regulations, ordinances, and orders of public authorities applicable to it.

(B) The execution, delivery and performance by Grantor of this Mortgage, the Note, the Loan Agreement, the Loan Documents and the borrowing evidenced by the Note: (i) are within the powers of Grantor; (ii) have been duly authorized by all requisite action; (iii) have received all necessary governmental approval; and (iv) will not violate any provision of law, any order of any court or other agency of government.

(C) This Mortgage, the Note, the Loan Agreement and the Loan Documents constitute the legal, valid and binding obligations of Grantor and other obligors named therein, if any, in accordance with their respective terms.

(D) Neither the execution and delivery of this Mortgage, the Note, the Loan Agreement and the Loan Documents, the consummation of the transactions contemplated hereby, or thereby, nor the fulfillment of or compliance with the terms and conditions of this Mortgage, the Note, the Loan Agreement or the Loan Documents, conflicts with or results in a breach of any of their terms, conditions or provisions of any restriction or any agreement or instrument to which the Grantor is now a party or by which it is bound.

SECTION 1.04. Certificates and Permits. (A) Grantor has and will maintain in effect all necessary certificates, licenses, authorization, registrations, permits and/or approvals necessary for the operation of all or any part of the Premises, the conduct of Grantor's business at the Premises, including, where appropriate, a permanent Certificate of Occupancy and Board of Fire Underwriters Certificate for those portions of the Improvements which have been completed as of the date hereof and all required zoning ordinances, building codes, land uses, environmental and other similar permits or approvals, all of which as of the date hereof are in full force and effect and which are presently not subject to any revocation, amendment, release, suspension or forfeiture, (B) the present and contemplated use and/or occupancy of the Premises does not conflict with or violate any of the same, and (C) Grantor, promptly upon request by the Beneficiary, shall deliver to the Beneficiary copies of all of the same.

SECTION 1.05. Utilities; Roads; Damage. (A) The Premises are accessible and served by all utilities required for the present use thereof, and (B) the Premises are free from material defect or damage caused by fire or other casualty.

ARTICLE II

Covenants of GrantorSECTION 2.01. General Covenants.

(A) Payment of Obligations. Grantor will punctually pay when due the Obligations, and will perform and observe all of its obligations under this Mortgage. In the event any portion of the indebtedness hereinabove described cannot be lawfully secured by this Mortgage lien on the Premises, it is agreed that the first payments made on said indebtedness shall be applied to the discharge of that portion of said indebtedness.

(B) Compliance with Other Requirements. Grantor will perform and observe all of the obligations of Grantor set forth in any of the documents or requirements referred to in Section 1.03 hereof and applicable to Grantor, any of its property, this Mortgage, or that certain Lease (except any such provisions that may conflict with any of the Mortgage Documents), non-compliance with which would materially and adversely affect Beneficiary, the Premises, or the lien or priority of this Mortgage or the security afforded hereby.

(C) Further Assurances. Grantor will, at the request of the Beneficiary, (i) promptly correct any defect, error or omission which may be discovered in the execution, acknowledgment or recordation of this Mortgage or any Loan Document, (ii) promptly do, execute, acknowledge and deliver any and all such further acts, deeds, conveyances, mortgages, deed of trust, assignments, estoppel certificates, financing statements and continuations thereof, notices of assignment, transfers, certificates, assurances and other instruments as the Beneficiary may reasonably require from time to time in order to effectuate the purpose of this Mortgage, to subject to the lien and security interest hereby created any of Grantor's properties, rights or interests covered hereby, to perfect and maintain said lien and security interest, and to convey, grant, assign, transfer and confirm unto Trustee or Beneficiary, as applicable, the rights granted to Beneficiary hereunder or under any other instrument executed in connection with this Mortgage.

(D) Filing and Recording. Grantor will, at the request of the Beneficiary, promptly record and rerecord, file and refile and register and reregister this Mortgage, any financing or continuation statements and every other instrument in addition to or supplemental to any thereof that shall be required by law in order to perfect and maintain the validity, effectiveness and priority of this Mortgage and the lien and security interest intended to be created hereby, or proceeds to such lien and security interest, in such manner and places and within such

times as may be necessary to accomplish such purposes and to preserve and protect the rights and remedies of Beneficiary. Grantor will furnish to Beneficiary evidence satisfactory to Beneficiary and its Counsel of every such recording, filing or registration.

(E) Protection of Lien; Defense of Action. If the lien, security interest, validity or priority of this Mortgage, or if title or any of the rights of Grantor or Beneficiary in or to the Premises, shall be endangered or questioned, or shall be attacked directly or indirectly, or if any action or proceeding shall be instituted against Grantor or the Beneficiary with respect thereto, or if any defect shall be claimed to exist therein, Grantor will promptly notify the Beneficiary thereof and will diligently challenge or attempt to cure such claimed defects and will take all necessary and proper steps for the defense of such action or proceeding, including the employment of counsel, the prosecution or defense of litigation and, subject to the Beneficiary's and its Counsel's reasonable approval, the compromise, release or discharge of any and all adverse claims. Beneficiary (whether or not named a party to such actions or proceedings), is hereby authorized and empowered (but shall not be obligated) to take such additional steps as it may deem necessary or proper for protection of its interests in connection with the defense of any such action or proceeding or the protection of the lien, security interest, validity or priority of this Mortgage or of such title or rights, including the employment of counsel of Beneficiary's Choice, the prosecution or defense of litigation, the compromise, release or discharge of such adverse claims, the purchase of any tax title and the removal of prior liens and security interests (other than Permitted Encumbrances). Grantor shall, on demand, reimburse Beneficiary for all reasonable expenses (including reasonable attorneys' fees and disbursements) incurred by Beneficiary in connection with the foregoing matters, and the party incurring such expenses shall be subrogated to all rights of the person receiving such payment.

(F) Maintenance. Grantor will cause the Premises and every part thereof to be maintained, preserved and kept in safe and good repair, working order and condition, will abstain from and not permit the commission of waste in or about the Premises, and will comply with all laws and regulations of any governmental authority with reference to the Premises and the manner of using or operating the same, and with all restrictive covenants, if any, affecting the title to the Premises, or any part thereof. Grantor also will from time to time make all necessary and proper repairs, renewals, replacements, additions and betterments thereto, so that the value and efficient use thereof shall be fully preserved and maintained and so that all laws and regulations as aforesaid shall be complied with. Grantor will not otherwise make any material modifications to the Premises without the written consent of Beneficiary. Grantor agrees not to remove

from the Premises any of the Equipment included in the Premises unless immediately replaced with like property of at least equal value.

(G) Real Estate Taxes, Other Governmental Charges, Liens and Utility Charges. Grantor shall, before any penalty attaches thereto, pay and discharge or cause to be paid and discharged all taxes, assessments, utility charges and other governmental charges imposed upon or against the Premises or upon or against the Note and the indebtedness secured hereby, and will not suffer to exist any mechanic's, statutory or other lien on the Premises or any part thereof unless consented to by Beneficiary in writing. If Beneficiary is required by legislative enactment or judicial decision to pay any such tax, assessment or charge, then at the option of the Beneficiary, the Note and any accrued interest thereon, together with any additions to the mortgage debt, shall be and become due and payable at the election of Beneficiary upon notice of such election to Grantor; provided, however, said election shall be unavailing and this Mortgage and the Note shall be and remain in effect as though said law had not been enacted or said decision had not been rendered if, notwithstanding such law or decision, Grantor lawfully pays such tax, assessments or charge to or for Beneficiary. Copies of paid tax and assessment receipts shall be furnished to Beneficiary not less than ten (10) days prior to the delinquent dates.

Nothing in this section shall require the payment or discharge of any obligation imposed upon Grantor by this section so long as Grantor, upon first notifying Beneficiary of its intent to do so, shall in good faith and at its own expense contest the same or the validity thereof by appropriate legal proceeding which permit the items contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, unless Beneficiary shall notify Grantor that, in its opinion, by non-payment of any such items, the lien of the Mortgage as to any part of the Premises will be materially endangered or the Premises, or any part thereof, will be subject to loss or forfeiture in which event such taxes, assessments or charges will be paid promptly.

(H) Insurance. Grantor shall procure and maintain continuously in effect with respect to the Premises policies of insurance against such risks and in such amounts as are customary for a prudent owner of property comparable to that comprising the Premises. At a minimum, the Grantor shall institute the coverages set forth in the Lease. Without limiting the generality of the foregoing provision, Grantor shall specifically maintain the following insurance coverages:

- (i) Direct damage insurance covering at least the risk of loss from Fire, Extended Coverage Perils and Vandalism and Malicious Mischief, on a replacement cost basis in an

amount equal to the full insurance value thereof, but in any event not less than the sum of the aggregate total amount of indebtedness outstanding on the Note and all Permitted Encumbrances. ("Full insurable value" shall include the actual replacement cost of all buildings and improvements without deduction for depreciation, architectural, engineering, legal and administrative fees.) The policies required by this paragraph (i) shall be either subject to no co-insurance clause or contain an agreed amount clause and may, upon prior written approval of Beneficiary, include a deductibility provision not exceeding \$300,000.00 for each building included in the Premises, as long as the original tenant under the Lease (hereinafter the "Tenant" or "tenant") is a tenant of the Premises and tenant shall self-insure for the amount of such deductible.

(ii) General liability insurance against liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition of the Premises or any part thereof, in the maximum amounts required by any of the leases of the Premises, but in no event less than such amounts deemed satisfactory by Mortgagee for death or personal injury to any one person, for all personal injuries and deaths resulting from any one accident, and for property damage in any one accident, provided that the requirements of this paragraph (ii) with respect to the amount of insurance may be satisfied by an excess coverage policy, upon prior written approval from Beneficiary.

(iii) Insurance against such other casualties and contingencies as Beneficiary may from time to time require, if such insurance against such other casualties and contingencies is available, all in such manner and for such amounts as may be reasonably satisfactory to Beneficiary.

All insurance provided for herein shall be effective under a valid and enforceable policy or policies issued by insurer of recognized responsibility approved by Beneficiary. All policies of insurance required in Subsections H(i) and (iii) shall be written in the names of Grantor and Beneficiary as their respective interests may appear. These policies shall provide that the proceeds of such insurance shall be payable to Beneficiary pursuant to a standard mortgagee clause to be attached to each such policy. Grantor shall deposit with Beneficiary policies evidencing all such insurance, or a certificate or certificates of the respective insurers stating that such insurance is in force and effect. At least ten (10) days prior to the date the premiums on each such policy shall become due and payable, Beneficiary shall be furnished with proof reasonably satisfactory to it of such payment. Each policy of insurance herein required shall contain a provision that the insurer shall not cancel, refuse to renew or

materially modify it without giving written notice to Beneficiary at least twenty (20) days before the cancellation, non-renewal or modification becomes effective. Before the expiration of any policy of insurance herein required, Grantor shall furnish Beneficiary with evidence satisfactory to Beneficiary that the policy has been renewed or replaced by another policy conforming to the provisions of this Section or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Grantor may maintain blanket policies having the coverage required herein, in which event it shall deposit with Beneficiary a certificate or certificates of the respective insurance as to the amount of coverage in force on the Premises.

Tenant Insurance. Notwithstanding the foregoing insurance provisions of this Section 2.01(H) the insurance requirements as set forth in the Lease may be deemed to control any conflict with the requirements set forth herein; provided, however, that the subordination of the terms set forth herein shall be effective only upon the prior written consent of the Beneficiary to the insurance provisions set forth in said Lease, and thereupon, the Grantor shall maintain such insurance coverages as is set forth in said Lease. The Grantor shall reflect the Beneficiary as an insured under a standard mortgagee's clause.

In the event the tenant is insured under a self-insurance program, the Grantor covenants and agrees to obtain documentation from such tenant as may be reasonably required by the Beneficiary to reflect Beneficiary is also an additional insured and is indemnified and held harmless by such tenant. Failure to obtain such documentation, and/or such insurance coverages, shall constitute an Event of Default hereunder.

(I) Advances. If Grantor shall fail to comply with any of the terms, covenants and conditions herein with respect to the procuring of insurance, the payment of taxes, assessments and other charges, the keeping of the Premises in repair, or any other term, covenant or condition herein contained, Beneficiary may make advances to perform the same and, where necessary, enter the Premises for the purpose of performing any such term, covenant or condition. Grantor agrees to repay all sums so advanced upon demand, with interest at the highest rate permitted by applicable law. All sums so advanced, with interest, shall be secured hereby in equal priority to the indebtedness evidenced by the Note, but no such advance shall be deemed to relieve Grantor from any default hereunder.

Any sum or sums which may be loaned or advanced by the Beneficiary to the Grantor at any time within twenty (20) years from the date of this Mortgage, together with interest thereon at the rate agreed upon at the time of such loan or advance, shall be secured by this Mortgage, shall have the same priority as the original indebtedness secured hereby and shall be subject to all

of the terms and provisions of this Mortgage; provided, however, that the aggregate amount of principal outstanding at any time shall not exceed \$33,200,000.00 plus interest thereon.

Grantor, for itself, its successors and assigns, and all successors entitled to the Premises, further covenants not to file for record any notice limiting the maximum principal amount that may be secured by the Mortgage and agrees that any such notice, if filed, shall be null and void and no effect, and further agrees that the filing of any such notice shall constitute an Event of Default.

(J) Use of Premises. Grantor shall furnish and keep, if appropriate, in force a Certificate of Occupancy, or its equivalent (with respect to any structures located on the Premises), and comply with all restrictions affecting the Premises and with all laws, ordinances, acts, rules, regulations and orders of any legislative, executive, administrative or judicial body, commission or officer (whether federal, state or local) exercising any power of regulation or supervision over Grantor, or any part of the Premises, whether the same be directed to the erection, repair, manner of use or structural alteration of buildings or otherwise.

(K) Waiver of Jury Trial. The Grantor and Beneficiary hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury in respect of any litigation based hereon, or arising out of, under, or in connection with the Mortgage, the loan secured hereby or any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party. This provision is a material inducement for the Beneficiary accepting this Mortgage and making the loan secured hereby.

(L) Use of Premises. Grantor shall furnish and keep, if appropriate, in force a Certificate of Occupancy or its equivalent (with respect to any structures located on the Premises), and shall comply with all restrictions affecting the Premises and with all laws, ordinances, acts, rules, regulations and orders of any legislative, executive, administrative or judicial body, commission or officer (whether federal, state or local) exercising any power of regulation or supervision over Grantor, or any part of the Premises, whether the same be directed to the erection, repair, maintenance or use or structural alteration of buildings or otherwise.

SECTION 2.02. Zoning; Title Matters. Grantor will not, without Beneficiary's consent, (A) initiate or support any zoning reclassification of the Premises or seek any variance under existing zoning ordinances applicable to the Premises if such reclassification or variance would have a materially adverse

effect on the value of the Premises or use or permit the use of the Premises in a manner which would result in such use becoming a violation under applicable zoning ordinances, (B) modify, amend or supplement any Permitted Encumbrances so as to materially and adversely affect the value of the Premises or the security of the Beneficiary, (C) impose any restrictive covenants or encumbrances upon the Premises, execute or file any subdivision plat affecting the Premises or consent to the annexation of the Premises to any municipality, or (D) permit or suffer the Premises to be used by the public or any person in such manner as might make possible a claim of adverse usage or possession or of any implied dedication or easement by prescription.

SECTION 2.03. Escrows. Grantor shall pay to Beneficiary, upon request of Beneficiary, together with and in addition to the monthly payments of principal and interest provided for in the Note one-twelfth (1/12th) of the estimated annual real estate taxes (including other charges against the Premises by governmental or quasi-governmental bodies but excluding special assessments which are to be paid as the same become due and payable) and one-twelfth (1/12th) of the annual premiums on insurance required in Section 2.01(H) hereof to be held by Beneficiary and used to pay said taxes and insurance premiums when same shall fall due. If at any time that payments are to be made, the funds set aside for payment of either taxes or insurance premiums are insufficient, Grantor shall upon demand pay such additional sums as the Beneficiary shall determine to be necessary to cover the required payment. No interest shall accrue to Grantor upon any such payments. Payments required by this paragraph shall be imposed only in the event that a default shall occur in the payment of taxes and assessments, insurance or similar charges affecting the Premises or in payment of any amounts required by the Note, the Loan Agreement, the Loan Documents or this Mortgage.

SECTION 2.04. Damage and Destruction.

(A) Grantor's Obligations. In the event of any damage to or loss or destruction of the Premises, Grantor shall promptly notify Beneficiary of such event and take such steps as shall be necessary to preserve any undamaged portion of the Premises. Anything to the contrary notwithstanding, Grantor shall have the rights and comply with the obligations of Grantor set forth in the Loan Agreement with respect to any damage, loss or destruction of the Premises and any substitution of property or stores or application of proceeds as a result thereof.

(B) Beneficiary's Rights. In the event that any portion of the Premises is so damaged, destroyed or lost, and such damage, destruction or loss is covered, in whole or in part, by insurance referred to in Section 2.01(H), then Beneficiary may, but shall not be obligated to, make proof of loss if not made with reasonable promptness by Grantor.

(C) Adjustments; Risk of Loss. The adjustment of claims pursuant to insurance policies required hereby shall be in the sole control of the Grantor. Grantor expressly assumes all risk of loss, including a decrease in the use, enjoyment or value of the Premises from any casualty whatsoever, whether or not insurable or insured against.

SECTION 2.05. Condemnation.

(A) Grantor's Obligations; Proceedings. Grantor, immediately upon obtaining knowledge of any pending or threatened institution of any proceedings for the condemnation of all or any portion of the Premises or the exercise of any right of eminent domain over all or any portion of the Premises, will notify Beneficiary of the threat or pendency thereof. Beneficiary may participate in any such proceedings, and Grantor from time to time will execute and deliver to Beneficiary all instructions reasonably requested by Beneficiary to permit such participation. Grantor shall, at its expense, diligently prosecute any such proceedings, deliver to Beneficiary copies of all papers served in connection therewith and consult and cooperate with Beneficiary, its attorneys and agents, in the carrying on and defense of any such proceedings, provided that no settlement of any such proceeding shall be made by Grantor without Beneficiary's consent.

(B) Application of Proceeds. Subject to the provisions of Section 2.05(D), all proceeds of condemnation of all or any portion of the Premises which may become payable to Grantor for public or quasi-public use, or by virtue of private sale in lieu thereof, and any sums which may be awarded or become payable to Grantor for damages caused by public works or construction or near the Premises shall be applied promptly, after deducting all expenses incurred, including attorney's fees, at the discretion of the Beneficiary, either (i) to the replacement of the property so condemned, or (ii) to the prepayment of the Loan (as defined in the Loan Agreement) as provided in such Agreement. Beneficiary shall not be, in any event or circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of any sums.

(C) Effect on the Obligations. Notwithstanding any condemnation, taking or other proceeding referred to in this Section causing injury to or decrease in value of the Premises (including an adverse change in grade of any street), Grantor shall continue to pay the Obligations as provided herein until any such proceeds, judgment, decree or award shall have actually been received by Beneficiary and applied against the Obligations, and any reduction in the Obligations resulting from such application shall be deemed to take effect only on the date of such receipt, provided that, if prior to the receipt by Beneficiary of such proceeds, judgment, decree or award the Premises shall

shall have the right to receive the same to the extent of any deficiency found to be due upon such sale, whether or not a deficiency judgment on this Mortgage shall have been sought, recovered or denied, together with attorneys' fees and disbursements incurred by Beneficiary in connection with the collection thereof.

(D) Lease Provisions. Beneficiary acknowledges the terms and conditions of that certain Lease with respect to condemnation of the Premises. Beneficiary understands and agrees that Grantor will be subject to the terms thereof only so long as the Grantor shall fully comply with the Beneficiary's requirements with respect to substitution and condemnation as set forth in the Loan Agreement, anything to the contrary herein notwithstanding. Nothing contained herein shall constitute a subordination of the terms of this Mortgage or the Loan Agreement to said Lease by the Beneficiary. In the event a new store (as defined in the Lease) is not substituted as provided therein, then any award made under said Lease shall be applied to the repayment of the loan secured hereby.

SECTION 2.06. No Consent. Nothing in the Mortgage Documents or this Mortgage shall be deemed or construed in any way as constituting the consent or request by Beneficiary, express or implied, to any contractor, subcontractor, laborer, mechanic or materialman for the performance of any labor or the furnishing of any material for any improvement, construction, alteration or repair of the Premises. Grantor further agrees that the Beneficiary does not stand in any fiduciary relationship to Grantor.

SECTION 2.07. Taxes and Other Charges.

(A) Taxes. Grantor will promptly pay all stamp taxes which may be required to be paid in connection with the Obligations, this Mortgage or any other Loan Document, together with any interest or penalties thereon, and Grantor will pay any and all taxes, charges, filing, registration, and recording fees, excises and levies (other than income, franchise and doing business taxes) imposed upon the Beneficiary or the holders of the Obligations by reason of execution of this Mortgage or ownership of this Mortgage or any mortgage supplemental hereto, any security instrument with respect to any Equipment or any instrument of further assurance.

(B) Future Taxation. In the event of the enactment after the date hereof of any law in the State in which the Premises are located or any other governmental entity deducting from the value of the Premises for the purpose of taxation any lien or security interest thereon, or changing in any way the laws for the taxation of mortgages, deeds of trust or other liens or debts secured thereby, or the manner of collection of such taxes, so as to affect this Mortgage, the Obligations, the Beneficiary or the

holders of the Obligations, then, and in such event, Grantor shall, on demand, pay to the Beneficiary or such holder, or reimburse the Beneficiary or such holder for payment of, all taxes, assessments, charges or liens for which the Beneficiary or such holder is or may be liable as a result thereof, provided that if any such payment or reimbursement shall be unlawful or would constitute usury or render the Obligations wholly or partially usurious under applicable law, then Beneficiary may, at its option, declare the Obligations immediately due and payable or require Grantor to pay or reimburse Beneficiary for payment of the lawful and nonusurious portion thereof.

SECTION 2.08. Certificates. Beneficiary, at any time and from time to time within 30 days of request therefor by the Grantor, shall furnish to Grantor a written statement, duly acknowledged, certifying to Grantor and/or any designee, and Grantor, within 30 days after request therefor by the Beneficiary, shall furnish to Beneficiary a written statement, duly acknowledged, certifying to Beneficiary and/or any designee, in either case as to (A) the amount of the Obligations then owing under this Mortgage, (B) the terms of payment and maturity date of the Obligations, (C) the date to which interest has been paid under this Mortgage, and (D) to the best knowledge of the party furnishing such statement, whether Grantor is in default hereunder or any offsets or defenses exist against the Obligations and, if any are alleged to exist, a detailed description thereof.

ARTICLE III

Assignment of Rents and Other Sums

SECTION 3.01. Assignment.

(A) Grantor hereby grants, bargains, sells, transfers, assigns and sets over to Beneficiary all rents, income, profits, proceeds and any and all cash collateral to be derived from the Premises, or the use and occupation thereof, or under any contract or bond relating to the construction or reconstruction of the Premises, including all rents, royalties, revenue, rights, deposits (including security deposits), whether before or after foreclosure or during the full period of redemption, if any, and the right to receive the same and apply them against the Obligations or against Grantor's other obligations hereunder, together with all contracts, bonds, leases and other documents evidencing the same now or hereafter in effect and all rights of Grantor thereunder. Nothing contained in the preceding sentence shall be construed to bind Beneficiary to the performance of any of the provisions of any such contract, bond, lease or other document or otherwise impose any obligation upon Beneficiary (including any liability under a covenant of quiet enjoyment contained in any lease or under applicable law in the event that any tenant shall have been joined as a party defendant in any action to foreclose

this Mortgage and shall have been foreclosed of all right, title and interest and all equity of redemption in the Premises), except that Beneficiary shall be accountable for any money actually received pursuant to such assignment. The assignment of said rents, income, profits, proceeds and cash collateral, and of the aforesaid rights with respect thereto and to the contracts, bonds, leases and other documents evidencing the same is an absolute assignment and an assignment of a present interest.

(B) Notwithstanding the provisions of subsection 3.01(A) above, so long as no Event of Default hereunder shall exist and be continuing, and except as otherwise expressly provided herein or in any of the other Mortgage Documents, Grantor shall have the right and license to collect, as the same shall accrue, said rents, income, profits, proceeds and cash collateral. Grantor agrees to hold the same in trust and to use the same in payment of the Obligations, Impositions and insurance premiums payable hereunder when due and all other charges on or against the Premises.

(C) Upon the occurrence and during the continuance of any such event of Default, the right and license set forth in subsection (B) of this Section may be revoked in whole or in part by Beneficiary, and thereafter Beneficiary shall have the right and authority to exercise any of the rights or remedies referred to or set forth in Article VI hereof. In addition, upon the occurrence and during the continuance of such an Event of Default, Grantor shall promptly pay to Beneficiary (i) all rent prepayments and security or other deposits paid to Grantor pursuant to any lease assigned hereunder, and (ii) all charges for services or facilities or for escalation which were paid pursuant to any such lease to the extent allocable to any period from and after such Event of Default.

(D) If Grantor is not required to surrender possession of any portion of the Premises hereunder occupied by Grantor upon the occurrence and during the continuance of any such Event of Default, Grantor will pay monthly in advance to Beneficiary, on its entry into possession pursuant to Article VI hereof, or to any receiver appointed to collect said rents, income, profits or proceeds, the fair and reasonable value for the use and occupation of the Premises or such part thereof as may be in the possession of Grantor. Upon a default in any such payment, Grantor will vacate and surrender such possession to Beneficiary or such receiver, and, upon a default in vacating and surrendering the same, may be evicted by summary or any other available proceedings.

(E) Grantor will, as and when requested from time to time by Beneficiary, execute, acknowledge and deliver to Beneficiary, in form approved by Beneficiary, one or more general or specific assignments of the lessor's interest under any lease now or here-

after affecting the Premises. Grantor will, on demand, pay to Beneficiary, or reimburse Beneficiary for the payment of any reasonable costs or expenses incurred in connection with the preparation or recording of any such assignment.

ARTICLE IV

Additional Advances; Expenses; Indemnity; Default Interest

SECTION 4.01. Additional Advances and Disbursements. Grantor agrees that, if Grantor shall default in any of its Obligations hereunder to pay any amount or to perform any action, including their obligation to pay taxes and to procure, maintain and pay premiums on the insurance policies referred to therein (collectively herein "Insurance Maintenance Duties"), and any applicable grace or cure period shall have expired without such default having been cured, then Beneficiary shall have the right, but not the obligation, in Grantor's name or in its own name, and without notice to Grantor, to advance all or any part of such amounts or to perform any or all such actions, and, for such purpose, Grantor expressly grants to Beneficiary, in addition and without prejudice to any other rights and remedies hereunder, the right to enter upon and take possession of the Premises to such extent and as often as Beneficiary may reasonably deem necessary or desirable to prevent or remedy any such default. No such advance or performance shall be deemed to have cured such default by Grantor or any Event of Default with respect thereto; provided, however, if prior to the exercise by Beneficiary of any remedy pursuant to Section 6.02, Grantor shall pay to Beneficiary an amount equal to all sums advanced and all expenses incurred by Beneficiary pursuant to this Section 4.01, such default shall be deemed to be cured and the Insurance Maintenance Duties shall be deemed to have been discharged by Grantor. All sums so advanced and all expenses incurred by Beneficiary in connection with such advances or actions, and all other sums advanced or expenses incurred by Beneficiary hereunder or under applicable law shall be demand obligations owing by Grantor to Beneficiary and shall be part of the Obligations and shall be secured by this Mortgage. Beneficiary, upon making any such advance, shall be subrogated to all of the rights of the person receiving such advance.

SECTION 4.02. Other Expenses.

(A) Grantor will pay or, on demand, reimburse Beneficiary for the payment of all appraisal fees, recording and filing fees, taxes, abstract fees, title insurance premiums and fees, Uniform Commercial Code search fees, escrow fees, attorneys' fees and disbursements and all other costs and expenses of every character reasonably incurred by Grantor or Beneficiary for the transactions contemplated under the Mortgage Documents or hereunder, or otherwise attributable or chargeable to Grantor as owner of the Premises.

going, Beneficiary and such holder, in their discretion, may engage their own attorneys to resist or defend, or assist therein, and Grantor shall pay, or, on demand, shall reimburse the Beneficiary or such holder for the payment of, the reasonable fees and disbursements of said attorneys.

(C) Grantor shall obtain such documentation from the Tenant, as may be reasonably required by the Beneficiary to extend the indemnity provisions contained in that certain Lease for the coverage and benefit of Beneficiary.

SECTION 4.04. Default Interest. All sums advanced and all expenses incurred by Beneficiary which are to be reimbursed by the Grantor under this Mortgage shall bear interest at the Default Rate as defined in the Note secured hereby but in no event shall the rate charged thereon exceed the highest rate permitted by applicable law during the period from the date such sum was due until such sum is paid in full. Such interest shall be part of the Obligations and shall be secured by this Mortgage.

ARTICLE V

Sale or Transfer of the Premises

SECTION 5.01. Continuous Ownership. Grantor acknowledges that the continuous ownership of the Premises by Grantor is of a material nature to the transaction. Grantor agrees that Grantor will not, directly or indirectly, sell, grant, convey, assign or otherwise transfer (collectively, "Transfer"), or permit to be the subject of a Transfer, the Premises or any legal or beneficial interest therein (except by operation of law), without Beneficiary's prior written consent.

ARTICLE VI

Defaults and Remedies

SECTION 6.01. Event of Default. The term "Event of Default", as used in this Mortgage, shall mean the occurrence of any of the following events:

(A) default shall be made and shall continue unremedied beyond the applicable cure period in the Note, if any, in the payment of the principal of or interest on the Note or any additional or replacement note (as defined in the Loan Agreement) or in any note secured by a prior Permitted Encumbrance, including any mandatory prepayment of such a Note, when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or by acceleration thereof or otherwise; or

(B) Grantor shall abandon the Premises or cease to do business or terminate its business for any reason whatsoever and such abandonment, cessation or termination shall materially and adversely affect Beneficiary's security; or

(C) the Premises shall be taken (except in an eminent domain proceeding or deed in lieu thereof), attached or sequestered on execution or other process of law in any action against Grantor and such taking, attachment or sequestration shall not be dismissed within 60 days and shall materially and adversely affect Beneficiary's security; or

(D) any event shall occur and be continuing after any required notice shall have been given and any applicable grace period shall have expired, which would constitute an event of default under any prior Permitted Encumbrance, the Loan Agreement, or any other Loan Document (as defined herein and in the Loan Agreement); or

(E) default shall be made in the due observance or performance of any other covenant, condition or agreement to be observed or performed on the part of the Grantor, pursuant to the terms hereof or in the Guaranty, any of the Loan Documents or the Loan Agreement, and such default shall continue unremedied for 10 days after the occurrence thereof; or

(F) default shall be made in the due observance or performance of any covenant, condition or agreement to be observed or performed on the part of the Borrower pursuant to the terms of any Loan Agreement or Loan Documents, or any documents referred to therein or securing the indebtedness described therein, between the Beneficiary, as Lender, and any of Convenience Store Funding Associates-1987, a Pennsylvania general partnership, C.S.F. Associates-1987, a Pennsylvania general partnership, and C.S. Funding Associates-1987, a Pennsylvania general partnership, as Borrower; or

(G) should Grantor make any assignment for the benefit of creditors, or should a receiver, liquidator, or trustee of the Grantor or any of Grantor's property be appointed, or should any petition for the bankruptcy, reorganization or rearrangement of Grantor, pursuant to the Federal Bankruptcy Act or any similar statute be filed, or should Grantor be adjudicated as bankrupt or insolvent, or should Grantor, if a corporation, be liquidated or dissolved or its charter expire or be revoked, or if a partnership or business association, be dissolved or partitioned or, if a trust, be terminated or expire.

SECTION 6.02. Remedies. Upon the occurrence and during the continuance of any one or more Events of Default, Beneficiary may (but shall not be obligated to), in addition to any rights or remedies available to it under any Loan Document or hereunder,

take such action through the Trustee, personally or by its agents or attorneys, with or without entry, and without notice, demand, presentment or protest (each and all of which are hereby waived), as it deems necessary or advisable and to the extent allowed by law, to protect and enforce its rights and remedies against Grantor and in and to the Premises, including the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Beneficiary may determine, in its sole discretion, without impairing or otherwise affecting its other rights or remedies: provided, however, the Beneficiary agrees that it will be limited with respect to its remedies as set forth hereunder by looking solely to the Premises pledged and conveyed by this Mortgage and all other property, real, personal and mixed, pledged pursuant to the Loan Documents and Security Agreements for the payment of the Note and that no other property of Grantor shall be subject to levy, execution or other enforcement procedure for the satisfaction of the remedies of the Mortgage, any payment required under the Note or for the performance of the covenants or warranties contained in this Mortgage or any of the Loan Documents and Security Agreements. The foregoing sentence shall not constitute a waiver of any obligations evidenced by the Note, this Mortgage or any of the Loan Documents or Security Agreements or limit the right of the beneficiary to name Grantor as a party defendant in any action or suit for a judicial foreclosure or sale under this mortgage or any of the Loan Documents or Security Agreements so long as no judgment in the nature of a deficiency shall be asked for or taken against Grantor:

(A) subject to any right of reinstatement pursuant to applicable law, declare by written notice to the Grantor the entire balance of the Obligations (including the entire principal balance thereof, all accrued and unpaid interest and any premium thereon and all other such sums secured hereby) to be immediately due and payable, and upon any such declaration the entire unpaid balance of the Obligations shall become and be immediately due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by Grantor, anything in any Loan Document or herein to the contrary notwithstanding. It shall thereupon, or at any time thereafter, be the duty of the Trustee, or his successor or substitute as hereinafter provided, at the request of Beneficiary (which request is hereby conclusively presumed), to enforce this trust. After advertising the time, place and terms of the sale of the above described and conveyed Premises, then subject to the lien hereof, and mailing and filing notices as required by applicable law, if any, as then amended, and otherwise complying with that statute, the Trustee shall sell the above described property, then subject to the lien hereof, at public auction in accordance with such notices to the highest bidder for cash, selling all of the property as an entirety, and make due conveyance to the Purchaser or Purchasers. Out of the money

arising from such sale, the Trustee acting shall pay first, all the expenses of advertising the sale and making the conveyance, including a commission, to the full extent permitted by applicable law, to himself, which commission shall be due and owing in addition to the Attorney's fees provided for in said note, and then to Beneficiary the full amount of principal, interest, Attorney's fees and other charges due and unpaid on said note and all other indebtedness secured hereby (including all amounts as provided in Section 6.05 hereof), rendering the balance of the sales price, if any, to the parties entitled by law thereto, their heirs, successors or assigns. The recitals in the conveyance to the Purchaser or Purchasers shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against Grantor, its heirs, successors and assigns. It is agreed that in the event a foreclosure hereunder should be commenced by the Trustee, or his substitute or successor, Beneficiary may at any time before the sale of the Premises direct the said Trustee to abandon the sale, and may then institute suit for the foreclosure of this Mortgage lien, that he may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee, his substitute or successor to sell the Premises in accordance with the provisions of this Mortgage. Beneficiary, if it is the highest bidder, shall have the right to purchase at any sale of the Premises, and to have the amount for which such Premises is sold credited on the debt then owing. Beneficiary in any event is hereby authorized to appoint a substitute trustee, or a successor trustee, to act instead of the Trustee named herein without other formality than the designation in writing of a substitute or successor trustee, and notice of such designation to the Trustee to be replaced and to the Grantor; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the indebtedness hereby secured has been paid in full, or until the Premises is sold hereunder, and each substitute and successor trustee shall succeed to all of the rights and powers of the original trustee named herein. In the event any sale is made of the Premises, or any portion thereof, under the terms of this Mortgage, Grantor, its heirs, successors and assigns, shall forthwith upon the making of such sale surrender and deliver possession of the Premises so sold to the Purchaser at such sale, and in the event of their failure to do so they shall thereupon from and after the making of such sale be and continue as tenants at will of such Purchaser, and in the event of their failure to surrender possession of the Premises upon demand, the Purchaser, his heirs or assigns, shall be entitled to institute and maintain an action for forcible detainer of the Premises in the appropriate court or courts in the state, county and city in which the Premises, or any part thereof, is situated. It is agreed that the lien hereby created shall take precedence over and be a prior lien to any other lien

of any character whether vendor's, materialmen's or mechanic's lien hereafter created on the Premises, and in the event the proceeds of the indebtedness secured hereby as set forth herein are used to pay off and satisfy any liens heretofore existing on the Premises, then Beneficiary is, and shall be, subrogated to all of the rights, liens and remedies of the holders of the indebtedness so paid;

(B) to the extent permitted by law, institute a proceeding or proceedings, judicial or otherwise, for the complete foreclosure of this Mortgage under any applicable provision of law and, to the extent the Premises are located in a state where permitted, Beneficiary shall have the statutory power of sale in addition to all other rights and remedies hereunder; or

(C) institute a proceeding or proceedings for the partial foreclosure of this Mortgage under any applicable provision of law for the portion of the Obligations then due and payable, subject to the lien of this Mortgage continuing unimpaired and without loss of priority so as to secure the balance of the Obligations not then due and payable; or

(D) to the extent permitted by applicable law, sell the Premises, and all estate, right, title, interest, claim and demand of Grantor therein, and all rights of redemption thereof, at one or more sales, as an entirety or in parcels, with such elements of real and/or personal property (and, to the extent permitted by applicable law, may elect to deem all of the Premises to be real property for purposes thereof), and at such time and place and upon such terms as it may deem expedient, or as may be required by applicable law, and in the event of a sale, by foreclosure or otherwise, of less than all of the Premises, this Mortgage shall continue as a lien and security interest on the remaining portion of the Premises; or

(E) institute an action, suit or proceeding in equity for the specific performance of any of the provisions contained in any Loan Document or herein; or

(F) sue and recover a judgment on the Obligations as the same become due and payable, or on account of any default or defaults of Grantor under any Loan Document or hereunder; or

(G) apply for the appointment of a receiver, custodian, trustee, liquidator or conservator of the Premises, to be invested with the fullest powers permitted under applicable law, as a matter of right and without regard to or the necessity to disprove the adequacy of the security for the Obligations or the solvency of Grantor or any other person liable for the payment of the Obligations, and Grantor and each other person so liable waives or shall be deemed to have waived such necessity and consents or shall be deemed to have consented to such appointment; or

(H) to the extent permitted by law, enter upon the Premises, and exclude Grantor and its agents and servants wholly therefrom, without liability for trespass, damages or otherwise, and take possession of all books, records and accounts relating thereto, and Grantor agrees to surrender possession of the Premises and of such books, records and accounts to Beneficiary on demand after the happening and during the continuance of any Event of Default; and having and holding the same, may use, operate, manage, preserve, control and otherwise deal therewith and conduct the business thereof, either personally or by its superintendents, managers, agents, servants, attorneys or receivers, without interference from Grantor; and upon each such entry and from time to time thereafter may, at the expense of Grantor and the Premises, without interference by Grantor and as it may deem advisable, (i) either by purchase, repair or construction, maintain and restore the Premises, (ii) insure or reinsure the same, (iii) make all necessary or proper repairs, renewals, replacements, reforestation as may be customary in the industry, alterations, additions, betterments and improvements thereto and thereon, (iv) complete the construction of the Improvements and, in the course of such completion, take such changes in the contemplated or completed Improvements as it may deem advisable, (v) in every such case in connection with the foregoing, have the right to exercise all rights and powers of Grantor with respect to the Premises, either in Grantor's name or otherwise, including the right to make, cancel, enforce or modify leases and subleases, obtain and evict tenants and subtenants on such terms as it shall deem advisable; or

(I) with or without the entrance upon or taking possession of the Premises, collect and receive all earnings, revenues, rents, issues, profits, income and cash collateral derived from the Premises, and after deducting therefrom all costs and expenses of every character incurred by Beneficiary in collecting the same and in using, operating, managing, preserving and controlling the Premises, and otherwise in exercising Beneficiary's right under subsection (H) of this Section, including all amounts necessary to pay taxes to which reference is made in Section 2.07 hereof, insurance premiums and other charges in connection with the Premises, as well as reasonable compensation for the services of Beneficiary and its attorneys, agents and employees, apply the remainder as provided in Section 6.05; or

(J) release any portion of the Premises for such consideration as Beneficiary may reasonably require without, as to the remainder of the Premises, in any way impairing or affecting the lien or priority of this Mortgage, or improving the position of any subordinate lienholder with respect thereto, to the extent that the Obligations shall have been reduced by the actual monetary consideration, if any, received by Beneficiary for such release, and may accept by assignment, pledge or otherwise, any

other property in place thereof as Beneficiary may require without being accountable for so doing to any other lienor; or

(K) take all actions permitted under the Uniform Commercial Code of the State in which the Premises are located; or

(L) take any other action, or pursue any other right or remedy, as Beneficiary may have under applicable law, and Grantor does hereby grant the same to Beneficiary.

In the event that Beneficiary shall exercise any of the rights or remedies set forth in subsections (H) and (I) of this Section, Beneficiary shall not be deemed to have entered upon or taken possession of the Premises except upon the exercise of its option to do so, evidenced by its demand and overt act for such purposes, nor shall Beneficiary be deemed a mortgagee in possession by reason of such entry or taking possession. The Beneficiary will not be liable to account for any action taken pursuant to any such exercise other than for rents actually received by such party, nor liable for any loss sustained by Grantor resulting from any failure to let the Premises, or from any other act or omission of the Beneficiary except to the extent such loss is caused by the willful misconduct or gross negligence of such party. Grantor hereby consents to, ratifies and confirms the exercise by the Beneficiary of said rights and remedies and appoint the Beneficiary as their attorney-in-fact, which appointment shall be deemed to be coupled with an interest and is irrevocable for such purposes.

SECTION 6.03. Expenses. In any proceeding, judicial or otherwise, to foreclose this Mortgage or enforce any other remedy of Beneficiary under any Loan Document or hereunder, there shall be allowed and included as an addition to and a part of the Obligations in the decree for sale or other judgment or decree all reasonable expenditures and expenses which may be paid or incurred in connection with the exercise by Beneficiary of any of its rights and remedies provided or referred to in Section 6.02 (including an attorney's fee of 15% of the unpaid principal balance then due on the Note, to the extent allowed by law), and the same shall be secured by this Mortgage.

SECTION 6.04. Rights Pertaining to Sales. The following provisions shall, to the extent permitted by law, apply to any sale or sales of all or any portion of the Premises under or by virtue of this Article VI, whether under the power of sale herein granted or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale:

(A) The power of sale set forth in Section 6.02(D) hereof shall not be exhausted by any one or more such sales as to any part of the Premises which shall not have been sold, nor by any sale which is not completed or is defective in Trustee's opinion, until the Obligations shall have been paid in full.

(B) Any sale may be postponed or adjourned by public announcement at the time and place appointed for such sale or for such postponed or adjourned sale without further notice.

(C) After each sale, Trustee, his successor and assigns or an officer of any court empowered to do so, shall execute and deliver to the purchaser or purchasers at such sale a good and sufficient instrument or instruments granting, conveying, assigning and transferring all right, title and interest of Grantor in and to the property and rights sold and shall receive the proceeds of said sale or sales and apply the same as herein provided. Beneficiary is hereby appointed the true and lawful attorney-in-fact of Grantor, which appointment is irrevocable and shall be deemed to be coupled with an interest, in Grantor's name and stead, to make all necessary conveyances, assignments, transfers and deliveries of the property and rights so sold, and for that purpose Beneficiary may execute all necessary instruments of conveyance, assignment, transfer and delivery, and may substitute one or more persons with like power, Grantor hereby ratifying and confirming all that said attorney or such substitute or substitutes shall lawfully do by virtue thereof. Nevertheless, Grantor, if requested by Beneficiary, shall ratify and confirm any such sale or sales by executing and delivering to Beneficiary, as applicable, or such purchaser or purchasers all such instruments as may be advisable, in Beneficiary's judgment, for the purposes designated in such request.

(D) Any and all statements of fact or other recitals made in any of the instruments referred to in subsection (C) of this Section given by Beneficiary as to nonpayment of the Obligations, or as to occurrence of any Event of Default, or as to Beneficiary having declared all or any of the Obligations to be due and payable, or as to the request to sell, or as to notice of time, place and terms of sale and of the property or rights to be sold having been duly given, or as to any other act or thing having been duly done by Beneficiary, shall be taken as prima facie evidence of the truth of the facts so stated and recited. Beneficiary may appoint or delegate any one or more persons as Trustee or agent to perform any act or acts necessary or incident to any sale so held, including the posting of notices and the conduct of sale, but in the name and on behalf of Beneficiary.

(E) The receipt of Trustee for the purchase money paid at any such sale, or the receipt of any other person authorized to give same, shall be sufficient discharge therefor to any purchaser of any property or rights sold as aforesaid, and no such purchaser, or its representatives, grantees or assigns after paying such purchase price and receiving such receipt, shall be bound to see the application of such purchase price or any part thereof upon or for any trust or purpose of this Mortgage or, in any manner whatsoever, be answerable for any loss, misapplication or nonapplication of any such purchase money, or part thereof, or

be bound to inquire as to the authorization, necessity, expediency or regularity of any such sale.

(F) Any such sale or sales shall operate to divest all of the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Grantor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against Grantor and any and all persons claiming or who may claim the same, or any part thereof, by, through or under Grantor to the fullest extent permitted by applicable law.

(G) Upon any such sale or sales, the Beneficiary or any holder of the Obligations may bid for and acquire the Premises and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting against the Obligations the amount of the bid made therefor, after deducting therefrom the expenses of the sale, the cost of any enforcement proceeding hereunder and any other sums which Beneficiary is authorized to deduct under the terms hereof, to the extent necessary to satisfy such bid.

(H) In the event that Grantor, or any person claiming by, through or under Grantor, shall transfer or refuse or fail to surrender possession of the Premises after any sale thereof, then Grantor or such person shall be deemed a tenant at sufferance of the purchaser at such sale, subject to eviction by means of forcible entry and detainer proceedings, or subject to any other right of remedy available hereunder or under applicable law.

(I) Upon any such sale, it shall not be necessary for Trustee, Beneficiary or any public officer acting under execution or order of court to have present or constructively in its possession any or all of the Premises.

(J) In the event of any sale referred to in this Section, all of the Obligations, if not previously due and payable, immediately thereupon shall, notwithstanding anything to the contrary in any Loan Document or herein, become due and payable.

(K) This instrument shall be effective as a mortgage; in the event a foreclosure hereunder shall be commenced by Trustee, Beneficiary may, at any time before the sale of the Premises, direct the Trustee to abandon the sale, and may institute suit for the foreclosure of this Mortgage, or in the event that Beneficiary should institute a suit for the foreclosure of this Mortgage, Beneficiary may at any time before the entry of final judgment in said suit dismiss the same and direct the Trustee to sell the Premises in accordance with the provisions of this Mortgage.

SECTION 6.05. Application of Proceeds. The purchase money, proceeds or avails of any sale referred to in Section 6.04, together with any other sums which may be held by Beneficiary

hereunder, whether under the provisions of this Article VI or otherwise, shall, except as herein expressly provided to the contrary, be applied as follows:

FIRST: To the payment of the costs and expenses of any such sale, including the Trustee's commission described in Section 6.02(A) hereof, reasonable compensation to Beneficiary, its agents and counsel, and of any judicial proceeding wherein the same may be made and of all expenses, liabilities and advances made or incurred by Trustee or Beneficiary hereunder, together with interest thereon as provided herein, and all taxes, assessments and other charges, except any taxes, assessments or other charges subject to which the Premises shall have been sold.

SECOND: Ratably, to the payment in full of the Obligations (including principal, interest, and other sums owed in such order as Beneficiary may elect).

THIRD: To the extent permitted by applicable law, to be set aside by Beneficiary as adequate security in its judgment for the payment of sums which would have been paid by application under clauses First and Second above to Beneficiary, arising out of an obligation or liability with respect to which Grantor has agreed to indemnify it, but which sums are not yet due and payable or liquidated.

FOURTH: To the payment of the surplus, if any, to whomsoever may be lawfully entitled to receive the same.

SECTION 6.06. Additional Provisions as to Remedies.

(A) No right or remedy herein conferred upon or reserved to Beneficiary is intended to be exclusive of any other right or remedy, and each and every such right or remedy shall be cumulative and continuing, shall be in addition to every other right or remedy given, under any Loan Document or hereunder or now or hereafter existing at law or in equity, and may be exercised from time to time and as often as may be deemed expedient by Beneficiary.

(B) No delay or omission by Beneficiary to exercise any right or remedy hereunder upon an Event of Default shall impair such exercise, or be construed to be a waiver of any such Event of Default or an acquiescence therein.

(C) The failure, refusal or waiver by Beneficiary of its right to assert any right or remedy hereunder upon any Event of Default or other occurrence shall not be construed as waiving such right or remedy upon any other or subsequent Event of Default or other occurrence.

(D) Beneficiary shall not have any obligation to pursue any rights or remedies it may have under any other agreement prior to pursuing its rights or remedies under any Loan Document or hereunder.

(E) No recovery of any judgment by Beneficiary and no levy of an execution upon the Premises or any other property of Grantor shall affect, in any manner or to any extent, the lien and security interest of this Mortgage upon the Premises, or any liens, rights, powers of remedies of Beneficiary hereunder, and such liens, rights, powers and remedies shall continue unimpaired as before.

(F) Beneficiary may resort to any security given by this Mortgage or any other security now given or hereafter existing to secure the Obligations, in whole or in part, in such portions and in such order as it may, in its discretion, elect, and no such election shall be construed as a waiver of any of the liens, rights or benefits granted hereunder.

(G) Nothing in any Loan Document or herein shall be deemed a waiver or a cure of such Event of Default, and acceptance of any payment less than any amount then due shall be deemed an acceptance on account only.

(H) In the event that Beneficiary shall have proceeded to enforce any right or remedy hereunder by foreclosure, sale, entry or otherwise, and such proceeding shall be discontinued, abandoned or determined adversely for any reason, then Grantor and Beneficiary shall be restored to their former positions and rights hereunder with respect to the Premises, subject to the lien hereof.

SECTION 6.07. Waiver of Rights and Defenses. To the full extent Grantor may do so, Grantor agrees with Beneficiary as follows:

(A) Grantor will not at any time insist on, plead, claim or take the benefit or advantage of any statute or rule of law now or hereafter in force providing for any appraisalment, valuation, stay, extension, moratorium or redemption, or of any statute of limitations, and Grantor, for itself and its successors and assigns, and for any and all persons ever claiming an interest in the Premises, hereby waives and releases all rights of redemption, valuation, appraisalment, notice of intention to mature or declare due the whole of the Obligations, and all rights to a marshaling of the assets of Grantor, including the Premises, or to a sale in inverse order of alienation, in the event of foreclosure of the liens and security interests created hereunder.

(B) Grantor shall not have or assert any right under any statute or rule of law pertaining to any of the matters set forth in subsection (A) of this Section, to the administration of estates of decedents or to any other matters whatsoever to defeat, reduce or affect any of the rights or remedies of Beneficiary hereunder, including sale of the Premises for the collection of the Obligations and the payment of the Obligations out of the proceeds of sale of the Premises in preference to any other person (other than the holder of a Permitted Encumbrance).

(C) If any statute or rule of law referred to in this Section and now in force, of which Grantor or any of its successors or assigns and such other persons claiming any interest in the Premises might take advantage despite this Section, shall hereafter be repealed or cease to be in force, such statute or rule of law shall not thereafter be deemed to preclude the application of this Section.

(D) Grantor shall not be relieved of its obligation to pay the Obligations at the time and in the manner provided in any Loan Document or herein, nor shall the lien, security interest or priority of this Mortgage or any Loan Document be impaired by any of the following actions, nonactions or indulgences by Beneficiary:

(i) any failure or refusal by Beneficiary to comply with any request by Grantor (X) to consent to any action by Grantor (Y) to take any action to foreclose this Mortgage or otherwise enforce any of the provisions of any Loan Document or hereof;

(ii) any release, regardless of consideration, of the whole or any part of the Premises or any other security for the Obligations, or any person liable for payment of the Obligations;

(iii) any waiver by Beneficiary of compliance by Grantor with any provision of any Loan Document or this Mortgage, or consent by Beneficiary to the performance by Grantor of any action which would otherwise be prohibited hereunder or thereunder, or to the failure by Grantor to take any action which would otherwise be required hereunder or thereunder; and

(iv) any agreement or stipulation between the Beneficiary and Grantor, or, with or without Grantor's consent, between Beneficiary and any subsequent owner or owners of the Premises or any other security for the Obligations, renewing, extending or modifying the time of payment or the terms of any Loan Document or this Mortgage (including a modification of any interest rate), and in any such event Grantor shall continue to

be obligated to pay the Obligations at the time and in the manner provided in the Loan Documents and herein, as so renewed, extended or modified, unless expressly released and discharged by Beneficiary.

(E) Grantor hereby specifically acknowledges the Premises are not the homestead of Grantor and Grantor hereby waives any right to claim such Premises as a homestead, waives any and all right of redemption to the full extent allowed by law, and waives its right to seek any protection afforded thereby in law or in equity.

ARTICLE VII

Defeasance

SECTION 7.01. Defeasance. If (A) the portion of the indebtedness of the Grantor to the Beneficiary evidenced by the Note (as defined herein and in the Loan Agreement) and secured hereby (including such portions of principal, interest and other sums, if any, due under such Note as are secured hereby) shall have been paid in its entirety in any manner permitted by the Loan Agreement; and (B) no other sum shall then be payable under this Mortgage, then and in that event only, all rights hereunder shall terminate and the Premises shall become wholly released and cleared of the liens, security interests, conveyances and assignments evidenced hereby, upon receipt by Beneficiary of evidence satisfactory to it that the foregoing conditions have been satisfied, at Grantor's sole cost and expense.

SECTION 7.02. Documentation. In any event described in Section 7.01 Beneficiary shall, at the request and expense of Grantor, promptly execute and deliver to Grantor (as appropriate) Mortgage satisfaction documents or assignments, UCC termination statements or assignments and/or such other documents as the Grantor may reasonably request to evidence the termination of Beneficiary's and Trustee's rights hereunder.

ARTICLE VIII

Additional Provisions

SECTION 8.01. Provisions as to Payments, Advances.

(A) All payments of the Obligations shall be made in such lawful money of the United States of America as shall be legal tender for payment of all debts, public and private, at the time of payment, shall be made in the manner expressly designated therefor or, if no such designation is made, at the address of the Beneficiary indicated in Section 8.04, or at such other place as Beneficiary may designate from time to time.

(B) If any of the Obligations cannot lawfully be secured by this Mortgage, or if any part of the Premises cannot lawfully be subject to the lien and security interest hereof, to the full extent of said Obligations, then all payments made thereon shall be applied first in discharge of that portion thereof which is not secured by this Mortgage.

(C) To the extent that any of the Obligations are used to pay indebtedness secured by any Permitted Encumbrance or other outstanding lien, security interest or charge against the Premises or to pay in whole or in part the purchase price therefor, Beneficiary shall be subrogated to any and all rights, security interests and liens held by any owner or holder of the same, whether or not the same are released. Grantor agrees that, in consideration of such payment by Beneficiary, Grantor hereby waives and releases all demands, defenses and causes of action for offsets and payments with respect to the same.

(D) Any payment made under this Mortgage by any person at any time liable for the payment of the Obligations or by any subsequent owner of the Premises, or by any other person whose interest in the Premises might be prejudiced in the event of a failure to make such payment, or by any guarantor, partner, Joint Venturer, stockholder, officer or director thereof, shall be deemed, as between Beneficiary and all such persons, to have been made on behalf of all such persons.

SECTION 8.02. Usury Saving Clause. All agreements in any Loan Document or herein are expressly limited so that in no contingency or event whatsoever, whether by reason of advancement or acceleration of maturity of the Obligations, or otherwise, shall the amount or agreed to be paid hereunder for the use, forbearance or detention of money exceed the highest lawful rate permitted under applicable usury laws. If, from any circumstance whatsoever, fulfillment of any provision of any Loan Document or hereof, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law which a court of competent jurisdiction may deem applicable hereto, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity and if, from any circumstance whatsoever, Beneficiary shall ever receive as interest an amount which would exceed the highest lawful rate, the receipt of such excess shall be deemed a mistake and shall be canceled automatically or, if theretofore paid, such excess shall be credited against the principal amount of the Obligations to which the same may lawfully be credited, and any portion of such excess not capable of being so credited shall be rebated to Grantor.

SECTION 8.03. Severability. If, in any jurisdiction, all or any portion of any provision of any Loan Document or this Mortgage shall be held to be invalid, illegal or unenforceable in any respect, then, it shall immediately be deemed to have been

severed therefrom or herefrom and such invalidity, illegality or unenforceability shall not affect any other provision thereof or hereof, and such provision shall be limited and construed in such jurisdiction as if such invalid, illegal or unenforceable provision or portion thereof were not contained therein or herein.

SECTION 8.04. Notices. Any notice, demand, consent, approval, direction, request, agreement or other communication (any "Notice") required or permitted hereunder shall be in writing in the manner specified in the Note and in the Loan Agreement.

SECTION 8.05. Right to Deal. In the event that ownership of the Premises becomes vested in a person other than Grantor, Beneficiary may, without notice to Grantor, deal with such successor or successors in interest with reference to this Mortgage or the Obligations in the same manner as with Grantor, without in any way vitiating or discharging Grantor's liability hereunder or for the payment of the Obligations or being deemed a consent to such vesting.

SECTION 8.06. Applicable Law. This Mortgage shall be governed by, and construed in accordance with the law of the State where this Mortgage, the Note and the Loan Agreement have been executed, except where otherwise required by the laws of the state in which the Premises is located as to the validity and enforceability of this Mortgage.

SECTION 8.07. Appointment of Beneficiary. Grantor hereby appoints Beneficiary its attorney-in-fact, which appointment is irrevocable and shall be deemed to be coupled with an interest, to execute, acknowledge, deliver and file or record for and in the name of Grantor any of the documents or instruments referred to in Section 2.01(C) and (D).

SECTION 8.08. Sole Discretion of Beneficiary. Whenever Beneficiary's judgment, consent or approval is required hereunder for any matter or Beneficiary shall have an option or election hereunder ("Decision Power"), such Decision Power shall be exercised in the sole discretion of Beneficiary, unless otherwise stated herein to be reasonably given or exercised.

SECTION 8.09. Provisions as to Covenants and Agreements. All of the Grantor's covenants and agreements hereunder shall run with the land.

SECTION 8.10. Matters to be in Writing. This Mortgage cannot be altered, amended, modified, terminated or discharged except in a writing signed by the party against whom enforcement of such alteration, amendment, modification, termination or discharge is sought. No waiver, release or other forbearance by Beneficiary will be effective against Beneficiary unless it is in

a writing signed by Beneficiary, and then only to the extent expressly stated.

SECTION 8.11. Construction of Provisions. The following rules of construction shall be applicable for all purposes of this Mortgage and all documents or instruments supplemental hereto, unless the context otherwise requires:

(A) All references herein to numbered Articles or Sections or to lettered Exhibits are references to the Articles and Sections hereof and the Exhibits annexed to this Mortgage, unless expressly otherwise designated in context.

(B) The terms "include," "including" and similar terms shall be construed as if followed by the phrase "without being limited to."

(C) The term "Premises" shall be construed as if followed by the phrase "or any part thereof."

(d) The term "Obligations" shall be construed as if followed by the phrase "or any part thereof."

(E) Words of masculine, feminine or neuter gender shall mean and include the correlative words of the other genders, and words importing the singular number shall mean and include the plural number, and vice versa.

(F) The term "Person" shall mean any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity or government (whether Federal, state, county, city, municipal or otherwise, including, without limitation, an instrumentality, division, agency, body or department thereof).

(G) The term "provisions," when used with respect hereto or to any other document or instrument, shall be construed as if preceded by the phrase "terms, covenants, agreements, requirements, conditions and/or."

(H) The phrase "to the extent permitted by law" shall be construed as if followed by the phrase "provided, however, that to the extent any applicable provision of law may be waived by Grantor, it is hereby deemed to be waived."

(I) All Article, Section, and Exhibit captions herein are used for convenience and reference only and in no way define, limit or describe the scope or intent of, or in any way affect, U

be drawn from the fact that such party has drafted any portion hereof.

(K) The cover page of and all recitals set forth in, and all Exhibits to, this Mortgage are hereby incorporated in this Mortgage.

(L) All obligations of Grantor hereunder shall be performed and satisfied by or on behalf of Grantor at Grantor's sole cost and expense.

SECTION 8.12. Successors and Assigns. The provisions hereof shall be binding upon Grantor and Trustee and the heirs, devisees, representatives, successors and assigns of Grantor and Trustee, including successors in interest of Grantor in and to all or any part of the Premises, and shall inure to the benefit of Beneficiary and the holders of the Obligations and their respective heirs, successors, legal representatives, substitutes and assigns. All references in this Mortgage to Grantor, Trustee or Beneficiary shall be construed as including all of such other persons with respect to the person referred to. Where two or more persons have executed this Mortgage, the obligations of such persons shall be joint and several.

SECTION 8.13. Attornment of Lessees. (A) To the extent not provided by applicable law, each lease of the Land or improvements or any part thereof having a term of more than one year, shall provide that, in the event of the enforcement by Grantor, Trustee or Beneficiary of the remedies provided for by law or by this Mortgage, the Lessee under such lease will, upon request of any person succeeding to the interest of Grantor as the result of said enforcement, automatically become the lessee of such successor in interest, without any change in the terms or other provisions of the respective lease; provided, however, that said successor in interest shall not be bound by any payment of rent or additional rent for more than one month in advance, except prepayments in the nature of security for the performance by said lessee of its obligations under said lease. Each such lease shall also provide that upon request by said successor in interest, the lessee shall execute and deliver an instrument or instruments confirming its attornment.

SECTION 8.14. Purchase Money. This Purchase Money Deed of Trust, Security Agreement and Financing Statement secures a Purchase Money Promissory Note of even date herewith and as such shall be entitled to all rights, remedies, privileges and priorities available at law or in equity.

SECTION 8.15. Control of Documents. In the event that this Mortgage conflicts with any of the terms, covenants and conditions of the Note, the Note shall control. In the event the Mortgage conflicts with any of the terms, covenants and conditions of the Loan Agreement, the Loan Agreement shall control. In all other events this Mortgage shall be read in

conjunction with the Note and the Loan Agreement and shall be construed in accordance with the terms thereof.

ARTICLE IX

SUBSTITUTION OF STORES

SECTION 9.01. Substitution of Stores. In the event of a substitution of a store or stores, as provided in the Lease, the Grantor covenants and agrees to substitute any such new store or stores, or property, real, personal or mixed, in lieu or the store or stores or other property, real, personal or mixed previously pledged as security for the loan and to convey to Beneficiary a mortgage on such new store or stores or property; provided, however, that upon the creation of said new mortgage, the Beneficiary shall be required to release any interest in may have in the previously pledged property and provided further, however that such new property, as substituted, shall create rents from the tenant thereof which are at least equal to or greater than the amount of the rents flowing from the property to be released by the Beneficiary and provided further, that any such substitution shall fully comply with the Beneficiary's requirements with respect to such substitution as set forth in the Loan Agreement.

IN WITNESS WHEREOF, Grantor has executed this Deed of Trust, Assignment, Security Agreement and Financing Statement this 28th day of April, 1987.

C.S. FUNDING ASSOCIATES, 1987, a Pennsylvania General Partnership

ATTEST:

BY: WCP, Inc., a Pennsylvania Corporation

William T. Krahe
Secretary, William T. Krahe

BY: John R. McGinley, Jr., President Partner

ATTEST:

BY: WCP Investments, Inc., a Pennsylvania Corporation

William T. Krahe
Secretary, William T. Krahe

BY: John R. McGinley, Jr., President Partner

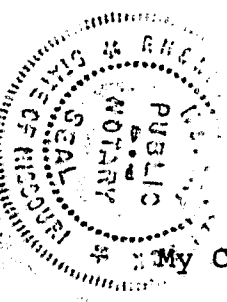
ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

Before me, a Notary Public in and for said County and State/~~Commonwealth~~, personally appeared John R. McGinley, Jr., known to me or satisfactorily proven to be the person whose name is subscribed in the within instruments and acknowledged himself to be the (Vice) President of WCP, Inc., a Pennsylvania corporation, that said corporation is a partner in C.S. Funding Associates-1987, a Pennsylvania general partnership and that he, as such (Vice) President, being authorized to do so, executed the foregoing Deed of Trust for the purposes therein contained by signing the name of the corporation by himself as (Vice) President and he acknowledged to me that such corporation executed the same as a partner of and on behalf of C.S. Funding Associates - 1987, a Pennsylvania general partnership, and that such partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 28 day of April, 1987.

Rhonda L. Kendrick
RHONDA L. KENDRICK
Notary Public



My Commission Expires:
June 27, 1989

ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

Before me, a Notary Public in and for said County and State/
~~Commonwealth~~, personally appeared John R. McInley, Jr., known to
me or satisfactorily proven to be the person whose name is su-
bscribed in the within instruments and acknowledged himself to be
the (Vice) President of WCP Investments, Inc., a Pennsylvania cor-
poration, that said corporation is a partner in C.S. Funding
Associates - 1987, a Pennsylvania general partnership, and that he,
as such (Vice) President, being authorized to do so, executed the
foregoing Deed of Trust for the purposes therein contained by
signing the name of the corporation by himself as (Vice) President
and he acknowledged to me that such corporation executed the same
as a partner of and on behalf of C.S. Funding Associates - 1987, a
Pennsylvania general partnership, and that such partnership
executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal this 28 day of April, 1987.



Rhonda L. Kendrick
RHONDA L. KENDRICK
Notary Public

My Commission Expires:
June 27, 1989

EXHIBIT "A"

Store No. 1074

All that certain real property situated in the State of Utah, County of Davis, described as follows:

Beginning on the south line of a highway at a point North 89 degrees 53' East 1410.56 feet and South 0 degrees 07' East 50.0 feet from the Northwest corner of Section 18, Township 4 North, Range 1 West, Salt Lake Meridian, in the City of Layton, and running thence South 0 degrees 07' East 162.95 feet to a point 0.96 foot South 73 degrees East of the Northwest corner of Lot 133, Vae View No. 2 Amended Plat, thence North 73 degrees West 44.22 feet; Thence West 130.6 feet to the East line of a street; Thence North 150.2 feet along said street to the South line of said highway; Thence North 89 degrees 52' East 169.52 feet along said highway to the POINT OF BEGINNING.

Also being described in survey dated May 22, 1986 by Bonneville Engineering as follows:

Beginning at the Northeast corner of Vae View No. 2 amended plat as recorded, said point being East 1240.33 feet and South 45.29 feet from the Northwest corner of Section 18, Township 4 North, Range 1 West, Salt Lake Base and Meridian, running; thence North 89°38'00" East 171.84 feet along said South line; thence South 00°22'00" East 164.23 feet to a point 0.96 feet South 73° East of the Northwest corner of Lot 133 Vae View No. 2 amended plat (said point being on the North line of said plat, as established); thence North 73°00'00" West 44.22 feet along said North line; thence West 130.60 feet along said North line to the East line of Gregory Drive; thence North 150.20 feet along said East line to the Point of Beginning.

6979R-2

EXHIBIT "A"

Store No. 1139

All that certain real property situated in the State of Utah, County of Davis, described as follows:

Beginning South 13 degrees 57' East 371.98 feet from the North quarter corner of Section 1, Township 1 North, Range 1 West, Salt Lake Meridian, being part of Lot 32, Block 6, Amended Plat of Irfred Park Subdivision, and running thence North 89 degrees 59' East 150 feet; Thence South 0 degrees 1' East 107.65 feet to the South line of Lot 32, Thence South 89 degrees 59' West 213.70 feet to the Easterly right of way line of U.S. Highway 89, Thence Northeasterly along said right of way line on a 14,374 foot radius curve to the left, 125 feet to the POINT OF BEGINNING.

Also being described in survey dated May 22, 1986 by Bonneville Engineering as follows:

Beginning at a point on the eastline of U.S. Highway 89, said point being S13°57'E 371.98 feet from the South Quarter Corner of Section 36, Township 2 North, Range 1 West, Salt Lake Base and Meridian (said corner has also been referred to as the North Quarter Corner of Section 1, Township 1 North, Range 1 West, Salt Lake Base and Meridian) running:

thence S 89°21'17" E 150.00 feet;
 thence S 00°38'43" W 105.97 feet to the
 southline of Lot 32, Block 6, Irfred Park
 Subdivision Amended Plat, as established:
 thence N 89°21'17" W 209.63 feet along said
 southline to the eastline of said highway;
 thence N 30°00'53" E 121.59 feet along said
 eastline to the point of beginning.

PURCHASE MONEY
PROMISSORY NOTE

Date: April __, 1987

Date Due: April __, 1992

Principal: \$33,200,000

C.S. Funding Associates-1987, a Pennsylvania general partnership (hereinafter referred to as the "Maker"), promises to pay to the order of Metro North State Bank, a Missouri banking corporation (hereinafter referred to as the "Bank"), at 8320 North Oak Trafficway, Kansas City, Missouri, or at such other place as the Bank may designate, the principal sum of Thirty-Three Million Two Hundred Thousand and No/100 (\$33,200,000.00) Dollars, or so much thereof as may be disbursed, together with any additional payments or additions to principal provided for in this Promissory Note, the Term Loan and Security Agreement, the Deeds to Secure Debt, Mortgages and Assignment of Leases and Rents, all bearing the date of April __, 1987 and any other security documents, all as subsequently amended, executed in connection with Maker's acquisition of eighty-three (83) convenience stores from The Circle K Corporation and various subsidiaries thereof (hereinafter collectively referred to as "Security Agreements") and all of which are incorporated herein by reference as though fully set forth, together with interest thereon from the date of advances on the outstanding principal balance at the rate of nine and three-quarters (9.75%) percent per annum on the daily outstanding principal balance until April 30, 1988. From May 1, 1988 through the due date of the Note (April __, 1992) interest shall be payable at the rate of either nine and three-quarters percent (9.75%) per annum or a variable rate equal to the "Base Rate", as defined below, plus two (2) percentage points, but in no event less than nine and three-quarters percent (9.75%) per annum (the "Variable Rate"). Interest shall be calculated on a 360-day year for the actual days elapsed and shall be due and payable monthly.

Maker shall make monthly payments of interest only to Bank on the 1st day of each month, beginning June 1, 1987, for the next following fifty-nine (59) consecutive months. All such payments shall first be applied to interest and then to principal. All remaining principal and accrued yet unpaid interest shall become due and payable on the __ day of April, 1992. The Variable Rate interest shall begin to accrue on May 1, 1988 if the Base Rent payable to Maker from The Circle K Corporation and its various subsidiaries ("Circle K") shall change as of June 1, 1988 in accordance with the terms of that certain Leaseback Lease between Maker and Circle K of even date herewith.

The "Base Rate" shall mean the interest rate from time to time announced and published by CitiBank, New York, New York

("CitiBank") as its "base rate" or "prime rate." The interest rate which is designated as the "Base Rate" is not necessarily the lowest interest rate charged by CitiBank on other credit; and the term "Base Rate" does not imply or indicate that the interest rate which is designated as the "Base Rate" is lower than other credit extended by CitiBank. For purposes of this Note, the Base Rate shall be adjusted annually on the first (1st) day of May of each year during the term of this Note.

The Bank shall have the optional right to declare the principal sum disbursed hereunder and all accrued interest thereon to be due and forthwith payable in advance of the maturity date fixed herein, as such date may be adjusted, upon the failure of the Maker to pay when due the payments provided above of principal and/or interest or upon the occurrence of any event of default in any of the terms, covenants, conditions, warranties, or representations contained in any of the Security Agreements above referenced. Failure to exercise this option with respect to any failure or breach by the Maker shall not constitute a waiver of the right as to any subsequent failure or breach.

The Maker reserves the right to prepay all or any part of the principal balance owing on this Promissory Note at any time or times prior to maturity without payment of any premium or penalty, subject to thirty (30) days' advance written notice to Bank.

From time to time, without notice to Maker, said Note may be extended or renewed in whole or in part. As to any extension or renewal, the rate of interest thereon may be changed or fees in consideration of loan extensions may be imposed and any related right or security therefor may be waived, exchanged, surrendered, or otherwise dealt with and any of the acts mentioned in said Note may be done, all without affecting the liability of the Maker. The release of any party liable upon or in respect to said Note shall not release any other such party. The Maker hereby waives presentment, demand of payment, protest, and notice of non-payment, and of protest and any and all other notices and demands whatsoever. The acceptance by the Bank of additional security for the performance of the terms and provisions herein contained shall not in any way affect the liability of the Maker.

Maker, agrees to pay on demand any expenditures made by the Bank in accordance with any and all Security Agreements above referenced including not by way of limitation, but rather enumeration, for the payment of taxes, special assessments, insurance premiums, cost of maintenance and preservation of improvements, including monies advanced for utility charges in connection with said security, interest, and loan expenses incurred in connection with any matter pertaining hereto and/or the security pledged for this indebtedness. At the option of the Bank, all such expenditures may be added to the unpaid principal

balance on this Promissory Note and become a part of and on a parity with the principal indebtedness secured by the Security Agreements and other instruments executed herewith, and shall accrue interest at the rate as may be payable from time to time on the original principal indebtedness or may be declared immediately due and payable.

Maker, expressly agrees that upon failure to pay any sums herein specified when due, or the occurrence of an event of default under this Promissory Note, or under any and all Security Agreements above referenced pledged as security, the entire principal debt, or so much thereof as may remain unpaid at the time, together with all accrued interest, shall, at the continuing option of the Bank, become immediately due and payable, and any sum not so paid when due shall bear interest at the greater of the rate specified above plus three (3) percentage points per annum or fourteen and one-half percentage (14.5%) per annum, and in addition thereto, there shall be due and payable all costs incurred and reasonable attorney's fees in the event collection efforts are commenced by the placement of this Promissory Note into the possession of an attorney, such reasonable attorney's fees to be paid irrespective of whether or not actions or foreclosure proceedings are commenced or continued into judgment. Any assignment, sale, mortgage, conveyance or divestment by Maker of its interest or title in any manner whatsoever, in any portion of the real property, fixtures or personal property serving as security for this Promissory Note (the "Property"), without the prior written consent of Bank, shall be considered a default hereunder and shall be subject to the provisions of this paragraph. Any assignment, sale, encumbrance or transfer in any manner by Maker or Maker's partners of any interest, legal or beneficial, in either Maker or Maker's partners without the express written consent of Bank shall be considered a default hereunder and shall be subject to the provisions of this paragraph.

In no event shall interest (including any charge or fee held to be interest by a Court of competent jurisdiction) accrue to be payable hereon in excess of the highest contract rate allowable by law at the time such indebtedness shall be outstanding and unpaid, and if, by reason of the acceleration of maturity of such indebtedness or for any other reason, interest in excess of the highest legal rate shall be due or paid, any such excess shall constitute and be treated as a payment on the principal hereof and shall operate to reduce such principal by the amount of such excess, or if in excess of the principal indebtedness, such excess shall be waived or refunded to the Maker.

The Promissory Note is to be construed in accordance with the laws of Missouri. If any charges made in connection with this loan at any time whatsoever or provisions hereof are judicially determined to be invalid, then the interest rate shall be

reduced to an amount which is legally permissible, and that portion thereof which is declared invalid shall not affect the remaining provisions hereof.

The Security Agreements above described, shall constitute security for the payment and full performance of this obligation as well as all expenditures made and sums advanced on principal hereunder. Incorporated herein by reference are the terms, conditions, covenants, representations, and warranties of the Security Agreements and any other instrument securing this Promissory Note.

Notwithstanding anything to the contrary set forth in this Note or the Security Agreements, neither Maker, nor Maker's respective partners, officers, directors, shareholders, heirs, legal representatives, successors or assigns (collectively, the "Exculpated Parties"), shall have any personal liability for the payment of the principal of or interest on this Note, or for any other indebtedness incurred hereunder or under the Security Agreements, and Bank shall look solely to the Property and any other Collateral or security for the indebtedness evidenced by this Note for the payment or satisfaction of such principal, interest and other indebtedness, and no other property or assets of any of the Exculpated Parties shall be subject to levy, execution or other enforcement procedure for the satisfaction of the remedies of Bank under this Note or the Security Agreements or for any payment required to be made under this Note or under the Security Agreements, or for the performance of any of the covenants or warranties contained herein or therein; provided, however, that nothing set forth in this paragraph shall (i) constitute a release or impairment of the indebtedness evidenced by this Note or any Security Agreements or any other security for said indebtedness or other sums, (ii) preclude or limit the right of Bank to name Maker, or any other person or entity having an interest in the Property or otherwise required to be joined therein, as a party defendant in any action, suit or proceeding for foreclosure and sale under the Deed of Trust or Mortgage so long as no judgment in the nature of a deficiency judgment shall be enforced against Maker or such other person or entity except to the extent of the Property, Collateral and such other security, (iii) release any personal guarantor of the indebtedness evidenced by this Note, or (iv) preclude Bank from securing a deficiency or personal judgment against any subsequent owner of the Property or Collateral, who assumes said indebtedness or any part thereof (provided however, that Maker may assign, sell or convey Maker's rights, liabilities, title and interest hereunder and under any related Property or Collateral, if Bank consents to such transfer in advance and in writing, and under such circumstances the transferee shall be deemed an Exculpated Party) or against any person, persons, entity or entities (other than those specifically exculpated hereinabove) now or hereafter liable for the payment of said indebtedness or any part thereof.

In this Promissory Note and any instrument securing the payment of the same, the singular shall include the plural; the masculine shall include the feminine and the neuter genders; "maker" or "undersigned" shall include the Maker, and any endorser, guarantor, or assumer. In the event this Note is executed, endorsed, guaranteed, or assumed by more than one person and/or firm, and/or corporations, all of the obligations herein contained shall be joint and several as among all of said parties. All persons liable, either now or hereafter (other than Exculpated Parties), for the payment of this Note shall be jointly and severally liable, and waive presentment, demand or protest (including any right or claim to a homestead exemption) and notice of non-payment and of protest, and agrees that any modification of the terms of payment or extension of time or payment shall in no way impair its joint and several liability.

IN WITNESS WHEREOF, the partners of C.S. Funding Associates-1987, through their officers, execute this Note as of the date first above written.

MAKER

ATTEST:

C.S. FUNDING ASSOCIATES -
1987 by WCP, Inc., a Pennsylvania
Corporation - a general partner

By: _____ Title

(Seal)

ATTEST:

BY WCP, Investments, Inc.,
a Pennsylvania Corporation - a
general partner

By: _____ Title

(Seal)