

SECOND MORTGAGES

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These MORTGAGES ("Mortgages") made as of this 20th day of September, 1985 by McLean Trucking Company, a North Carolina corporation having its chief executive offices at 1920 West First Street, Winston-Salem, North Carolina (hereinafter referred to as the "Mortgagor"), to Citicorp Industrial Credit, Inc., a Delaware corporation with an office located at 717 North Harwood, 2700 Diamond Shamrock Tower, Dallas, Texas 75201 (hereinafter referred to as "CIC"), and Citibank, N.A., a national banking association with an office located at 399 Park Avenue, New York, New York 10022 (hereinafter referred to as "Citibank") (hereinafter CIC and Citibank are collectively referred to as the "Mortgagees");

W I T N E S S E T H:

WHEREAS, Mortgagor has executed and delivered to CIC that certain Financing Agreement ("Loan Agreement"), of even date herewith, pursuant to which CIC has agreed to advance the sum of \$12,000,000 under the terms and conditions of a certain Note (the "Note") of even date herewith and pursuant to which CIC may from time to time extend certain additional credit and other financial accommodations to Mortgagor and to McLean Southern Company, Pacesetter Transportation Company and Thunderbird Freight Lines, Inc. (the "Affiliates");

WHEREAS, Mortgagor has executed and delivered to CIC that certain Guaranty, Security and Subordination Agreement) of even date herewith (the "CIC Guaranty"), pursuant to which Mortgagor has guaranteed the Affiliates' "Obligations" (as defined in the CIC Guaranty) to CIC, which Obligations include, without limitation, the Affiliates' payment and performance obligations to CIC under the Loan Agreement;

WHEREAS, Mortgagor and the Affiliates have executed and delivered to Citibank that certain Continuing Letter of Credit, Reimbursement and Security Agreement of even date herewith (the "Reimbursement Agreement"), obligating Mortgagor and the Affiliates to reimburse Citibank pursuant to the Reimbursement Agreement for, among other things, all amounts Citibank pays under any letters of credit issued by Citibank for the account of Mortgagor or any Affiliate (all of Mortgagor's "Obligations" (as defined in the Reimbursement Agreement) being hereinafter referred to as the "Reimbursement Obligations");

WHEREAS, Mortgagor has executed and delivered to Citibank that certain Guaranty, Security and Subordination Agreement of even date herewith (the "Citibank Guaranty"), pursuant to which Mortgagor has guaranteed Affiliates' "Obligations" (as defined in the Citibank Guaranty) to Citibank which Obligations include, without limitation, the Affiliates' payment and performance obligations to Citibank under the Reimbursement Agreement (the payment and performance obligations of Mortgagor under the aforesaid Reimbursement Agreement and the Citibank Guaranty being hereinafter referred to collectively as the "Citibank Liabilities");

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WHEREAS, as a condition to CIC's extension of credit to Mortgagor and the Affiliates under the Loan Agreement, CIC has required that Mortgagor enter into this Mortgage and grant to CIC the liens and security interests referred to herein to secure the payment of the "Obligations" (as defined in the Loan Agreement) except that portion of such Obligations and other indebtedness which is secured by that certain First Mortgage ("First Mortgage") of even date herewith between CIC and Mortgagor;

WHEREAS, as a condition to Citibank's issuance of the Letters of Credit under the Reimbursement Agreement, Citibank has required that Mortgagor enter into this Mortgage and grant to Citibank the liens and security interests referred to herein to secure the payment of the Reimbursement Obligation;

WHEREAS, as a condition to CIC's extension of certain financial accommodations to or for the benefit of the Affiliates, including, without limitation, the extension of credit to Affiliates under the Loan Agreement, CIC has required that Mortgagor enter into this Mortgage and grant to CIC the liens and security interests referred to herein to secure (i) the payment and performance "Obligations" (as defined in the Loan Agreement) except such Obligations which are secured by the First Mortgage and (ii) the "Obligations" (as defined in the CIC Guaranty), (the aforesaid "Obligations" (as defined in the Loan Agreement) except such Obligations which are secured by the First Mortgage, and the "Obligations" (as defined in the CIC Guaranty) being hereinafter referred to collectively as the "CIC Liabilities") (the CIC Liabilities and the Citibank Liabilities are hereinafter referred to as the "Liabilities");

WHEREAS, Mortgagor acknowledges and agrees that it shall directly benefit from the extension of credit by CIC to the Affiliates under the Loan Agreement;

WHEREAS, the Liabilities secured hereby shall not exceed \$40,000,000; and

WHEREAS, Mortgagor acknowledges and agrees that it shall directly benefit from the issuance of the Letters of Credit by Citibank to the Affiliates;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Mortgagor agrees as follows:

1. Mortgage to CIC. (A) To secure payment of the "Obligations" (as defined in the Loan Agreement), except those Obligations secured by the First Mortgage, Mortgagor does hereby grant, remise, release, alien, convey, mortgage and warrant to CIC, its successors and assigns, the following described real estate in Cook County, Illinois;

See Exhibit A attached hereto and by this reference made a part hereof,

which real estate together with the property described in the fourth succeeding paragraph is herein called the "premises."

(B) To secure the complete and timely satisfaction of all of the "Obligations" (as defined in the CIC Guaranty), Mortgagor does hereby grant, release, alien, convey, mortgage and warrant the premises to CIC, its successors and assigns.

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2. Mortgage to Citibank. (A) To secure payment of the Reimbursement Obligations, Mortgagor does hereby grant, remise, release, alien, convey, mortgage and warrant the premises to Citibank, its successors and assigns.

(B) To secure the complete and timely satisfaction of all of the "Obligations" (as defined in the Citibank Guaranty), Mortgagor does hereby grant, release, alien, convey, mortgage and warrant the premises to Citibank its successors and assigns.

TOGETHER WITH all right, title and interest, including the right of use or occupancy, which Mortgagor may now have or hereafter acquire in and to (a) any easements, rights of way, gores of land, streets, alleys, passages, sewer rights, water courses, water rights and powers, and public places adjoining the premises, and any other interests in property constituting appurtenances to the premises; (b) all buildings, structures, improvements, tenements, hereditaments, gas, oil, minerals, easements, fixtures and appurtenances, and all other rights and privileges belonging or appertaining to the premises; (c) all apparatus, machinery, equipment and appliances (whether single units or centrally controlled) of Mortgagor now or hereafter used in or on the premises to supply heat, gas, air conditioning, water, light, power, ventilation or refrigeration or to treat or dispose of refuse or waste; (d) all screens, window shades, blinds, wainscoting, storm doors and windows, floor coverings, and awnings of Mortgagor; (e) all apparatus, machinery, equipment and appliances of Mortgagor used or useful for or in connection with the maintenance and operation of said real estate or intended for the use or convenience of tenants, other occupants, or patrons thereof; (f) all items of furniture, furnishings, equipment, and personal property used or useful in the operation of said real estate; (g) all extensions, additions, improvements, betterments, renewals, replacements and substitutions to or for any of the foregoing, whether or not any of the foregoing is or shall be on or attached to said real estate; and (h) all contract rights, general intangibles, actions and rights in action relating to any of the foregoing, together with all proceeds and products thereof. To the extent permitted by and subject to applicable law, the liens of these Mortgages shall attach, without further action, to all property acquired by Mortgagor after the date hereof and used in connection with the premises. It is mutually agreed, intended, and declared, that all of the aforesaid property owned by Mortgagor shall, so far as permitted by law, be deemed to form a part and parcel of said real estate and for the purpose of these Mortgages to be real estate and covered by these Mortgages. It is also agreed that if any of the property herein mortgaged is of a nature so that a security interest therein can be perfected under the Uniform Commercial Code, this instrument shall constitute a Security Agreement and Mortgagor agrees to execute, deliver and file or refile any financing statement, continuation statement, or other instruments either Mortgagee may require from time to time to perfect or renew such security interest under the Uniform Commercial Code.

As additional security for the Liabilities secured hereby, Mortgagor does hereby pledge and assign to Mortgagees, from and after the date hereof (including any period of redemption), primarily and on a parity with said real estate, and not secondarily, all the rents, issues and profits of the premises and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advance rent, for security or as earnest money or as downpayment for the purchase of all or any part of the premises) under any and all present and future leases, contracts or other agreements relative to the ownership or occupancy of all or any portion of the premises

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and does hereby transfer and assign to Mortgagees all such leases and agreements (including all Mortgagor's rights under any contracts for the sale of any portion of the premises). Mortgagees hereby grant to Mortgagor the right to collect the rents and other amounts due under such leases, contracts or other agreements, until a default shall occur under the Loan Agreement or either of these Mortgages; provided that the existence of such right shall not operate to subordinate this assignment to any subsequent assignment, in whole or in part, by Mortgagor, and any such subsequent assignment shall be subject to the rights of the Mortgagees under these Mortgages. Mortgagor agrees not to procure or accept the prepayment of any rents or other income from the premises for more than one month, except with the prior written consent of Mortgagees. Mortgagor further agrees to execute and deliver such assignments of leases or assignments of land purchase contracts as Mortgagees may from time to time request. In the event of a default under the Loan Agreement, the Reimbursement Agreement, the CIC Guaranty, the Citibank Guaranty or either of these Mortgages, (1) the Mortgagor agrees, upon demand, to deliver to Mortgagees all leases, land purchase contracts and other agreements for the ownership or occupancy of any part of the premises, with such additional assignments thereof as the Mortgagees may request and agrees that the Mortgagees may assume the management of the premises and collect the rents and other income therefrom, applying the same upon the Liabilities and (2) the Mortgagor hereby authorizes and directs all tenants, purchasers or other persons occupying or otherwise acquiring any interest in any part of the premises to pay all rents and other income due under said leases and agreements to Mortgagees upon request of either Mortgagee. Mortgagor hereby appoints Mortgagees as its true and lawful attorney in fact to manage said property and collect the rents and other income, with full power to bring suit for collection of said rents and possession of said property, giving and granting unto Mortgagees and unto their agents or attorneys full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in the protection of the security hereby conveyed; provided, however, that this power of attorney and assignment of rents shall not be construed as an obligation upon either Mortgagee to make or cause to be made any repairs that may be needful or necessary. Mortgagees shall receive such rents and other income of said premises, out of which they shall pay: (1) reasonable charges for collection hereunder, costs of necessary repairs and other costs requisite and necessary during the continuance of this power of attorney and assignment of rents, and (2) general and special taxes, insurance premiums and all of the Liabilities. This power of attorney and assignment of rents shall be irrevocable until these Mortgages shall have been satisfied and released of record and the releasing of these Mortgages shall act as a revocation of this power of attorney and assignment of rents. Mortgagees shall have and hereby expressly reserve the right and privilege (but assume no obligation) to demand, collect, sue for, receive and recover all rents, profits, revenues, royalties, bonuses, rights and benefits under any and all oil, gas, or mineral leases of the premises, or any part thereof, now existing or hereafter made, and apply the same upon the Liabilities hereby secured, either before or after default hereunder.

Nothing contained in these Mortgages shall be construed as constituting either Mortgagee as a mortgagee-in-possession in the absence of the taking of actual possession of the premises by Mortgagees, or either of them. Nothing contained in these Mortgages shall be construed as imposing on either Mortgagee any of the obligations of the lessor under any lease of the premises in the absence of an explicit assumption thereof by such Mortgagee. In the exercise of the powers herein granted the Mortgagees, no liability shall be

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asserted or enforced against either Mortgagee, absent such Mortgagee's willful misconduct or bad faith, all such liability being expressly waived and released by Mortgagor.

TO HAVE AND TO HOLD the premises, properties, rights and privileges hereby conveyed or assigned, or intended so to be, unto Mortgagees, their successors and assigns, forever for the uses and purposes herein set forth. Mortgagor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois and Mortgagor hereby covenants that, at the time of the ensembling and delivery of these presents, Mortgagor is well seized of an indefeasible title to said real estate and premises in fee simple, and with full legal and equitable title to the mortgaged property, with good right, full power and lawful authority to sell, assign, convey and mortgage the same, and that it is free and clear of encumbrances, except as described on Exhibit B attached hereto and made a part hereof, and that Mortgagor will forever defend the same against all lawful claims.

The following provisions shall also constitute an integral part of these Mortgages:

1. Mortgagor agrees to pay, when due or declared due, all of the Liabilities secured hereby.

2. Mortgagor hereby covenants and represents that:

(a) Mortgagor is duly authorized to make and enter into these Mortgages and to carry out the transactions contemplated herein.

(b) These Mortgages have been duly executed and delivered pursuant to authority legally adequate therefor; Mortgagor has been and is authorized and empowered by all necessary persons having the power of direction over it to execute and deliver this instrument; said instrument is a legal, valid and binding obligation of Mortgagor, enforceable in accordance with its terms, subject, however, to bankruptcy and other law, decisional or statutory, of general application affecting the enforcement of creditors' rights, and to the fact that the availability of the remedy of specific performance or of injunctive relief in equity is subject to the discretion of the court before which any proceeding therefor may be brought.

(c) Mortgagor is not now in default under any instruments or obligations relating to the premises and no party has asserted any claim of default against Mortgagor relating to the premises.

(d) The execution and performance of these Mortgages and the consummation of the transactions hereby contemplated will not result in any breach of, or constitute a default under, any mortgage, lease, bank loan, or credit agreement, trust indenture, or other instrument to which Mortgagor is a party or by which it may be bound or affected; nor do any such instruments impose or contemplate any obligations which are or may be inconsistent with any other obligations imposed on Mortgagor under any other instrument(s) heretofore or hereafter delivered by Mortgagor.

(e) There are no actions, suits or proceedings (including, without limitation, any condemnation or bankruptcy proceedings) pending or threatened against or affecting Mortgagor or the premises, or which may adversely affect the validity or enforceability of either of these Mortgages, at law or in equity, or before or by any governmental authority; Mortgagor is not in default with respect to any writ, injunc-

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tion, decree or demand of any court or any governmental authority affecting the premises.

(f) All statements, financial or otherwise, submitted to either Mortgagee in connection with this transaction are true and correct in all respects and (with respect to any financial statements) have been prepared in accordance with generally accepted accounting principles and fairly present the financial condition of the parties or entities covered by such statements as of the date thereof.

(g) The extensions of credit and other financial accommodations extended to the Mortgagor and the Affiliates pursuant to the Loan Agreement will be used for the purposes specified in Subsection (4)(1)(c) of Paragraph 6404 of Chapter 17 of the Illinois Revised Statutes, and the Liabilities constitute a business loan within the meaning of that Subsection.

3. Mortgagor agrees (a) not to abandon the premises; (b) to keep the premises in good, safe and insurable condition and repair and not to commit or suffer waste; (c) to make when necessary and appropriate any and all repairs to the premises, whether structural or non-structural, exterior or interior, foreseen or unforeseen, ordinary or extraordinary, and to cause all such repairs to be (in the opinion of both Mortgagees) of first class quality; (d) to refrain from taking any action that would impair or diminish the value of these Mortgages, including any action that would increase the risk of fire or any other hazard for the premises; and (e) neither to make nor to permit structural or other substantial alterations in the buildings or any substantial construction on the premises without the written consent of Mortgagees. Mortgagor may remove any personal property or fixtures used in connection with the premises which is worn out or obsolete, provided that, either prior to or simultaneously with such removal, Mortgagor shall replace such property with other property with the same or greater utility and value as the replaced property had when first acquired, and such replacement property shall be free and clear of any liens or security interests other than those of Mortgagees, but shall be subject to the lien and security interest created by these Mortgages.

4. Mortgagor agrees to pay, not later than the due date and before any penalty or interest attaches, all general taxes and all special taxes, special assessments, water, drainage and sewer charges and all other charges, of any kind whatsoever, ordinary or extraordinary, which may be levied, assessed or imposed on or against the premises and, at the request of either Mortgagee, to exhibit to Mortgagees, official receipts evidencing such payments; provided, however, that in the case of any special assessment (or other imposition in the nature of a special assessment) payable in installments, each installment thereof shall be paid prior to the date on which each such installment becomes due and payable. In the event that any court of last resort enters a decision that the undertaking by the Mortgagor provided for in this Paragraph 4 to pay taxes, assessments, and charges in connection with the premises is legally inoperative or cannot be enforced, or in the event that any law is enacted changing in any way the laws now in force with respect to the taxation of mortgages or debts secured thereby for any purpose, or the manner of collection of any such taxes, so as to affect adversely the Mortgagees, Mortgagees shall have the right to exercise any remedies they would in the event of a default under these Mortgages with respect to the premises, and shall be entitled to apply any amounts realized from the exercise of such remedies to the Liabilities, regardless of whether such Liabilities are then due and payable, in such manner as Mortgagees, in their sole discretion, shall determine.

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5. Mortgagor agrees that, if the United States or the State of Illinois or any of their subdivisions having jurisdiction shall levy, assess, or charge any tax, assessment or imposition upon either of these Mortgages or the credit or indebtedness secured hereby or the interest of either Mortgagee in the premises or upon either Mortgagee by reason of or as holder of any of the foregoing then, Mortgagor shall pay (or reimburse Mortgagees for) such taxes, assessments or impositions and, unless all such taxes, assessments and impositions are paid or reimbursed by Mortgagor when and as they become due and payable, all sums hereby secured shall become immediately due and payable, at the option of Mortgagees, notwithstanding anything contained herein or in any law heretofore or hereafter enacted. Mortgagor agrees to exhibit to each Mortgagee, at least annually and at any time upon request, official receipts showing payment of all taxes, assessments and charges which Mortgagor is required or elects to pay hereunder.

6. (a) Mortgagor agrees to keep the premises insured against damage by fire and other hazards as required by the terms of the Loan Agreement and the Reimbursement Agreement.

(b) All such insurance shall be written by companies and on forms with endorsements satisfactory to each Mortgagee, all with suitable loss-payable and standard non-contribution mortgage clauses in favor of Mortgagees (or, in case of a foreclosure sale, in favor of the owner of the certificate of sale) attached, and certified copies of the policies evidencing the same shall be kept constantly deposited with Mortgagees. All said policies shall provide for, among other things, written notice to Mortgagees of their expiration or any anticipated cancellation at least thirty (30) days prior to such event occurring or such lesser period as the Mortgagees may specify. Not less than thirty (30) days prior to the expiration of any such policy, certified copies of an appropriate renewal policy shall be deposited with Mortgagees. In case of loss, Mortgagees are authorized to collect all insurance proceeds and, at their option, to apply such proceeds to the reduction of the Liabilities hereby secured, provided, however, that unless a default has occurred under either of these Mortgages, Mortgagees agree to allow Mortgagor to use such proceeds or a portion thereof for the restoration of the premises if, (i) the costs of such repair or restoration are less than five percent (5%) of the current market value of the premises or (ii) the costs of such repair or restoration exceed five percent (5%) of the current market value of the premises and such repair or restoration results in an increase in the current market value of the premises in an amount at least equal to the amount of insurance proceeds so used.

(c) Mortgagor shall notify each Mortgagee, in writing, of any loss to the premises covered by insurance and Mortgagor hereby directs each insurance company to make payment for such loss directly and solely to Mortgagees; and Mortgagor agrees that any payment which is delivered, for any reason, to Mortgagor shall be held in trust for Mortgagees and promptly delivered in the form received (except for any necessary endorsements thereon) to Mortgagees.

7. Mortgagor agrees that it will 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 Mortgagor, or any part of the premises, whether the same be directed to the repair thereof, manner of use thereof,

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structural alteration of buildings located thereon, or otherwise.

8. Mortgagor agrees that, if the United States Government or any department, agency or bureau thereof or the State of Illinois or any of its subdivisions shall at any time require documentary stamps to be affixed to these Mortgages, Mortgagor will, upon request, pay for such stamps in the required amount and deliver them to Mortgagees, and Mortgagor agrees to indemnify Mortgagees against liability on account of such documentary stamps, whether such liability arises before or after payment of the Liabilities and regardless whether these Mortgages shall have been released.

9. Promptly following, but not later than ninety days after, the close of each fiscal year Mortgagor will furnish to Mortgagees a detailed report, certified to be true and correct by Mortgagor, prepared in accordance with generally accepted accounting principles consistently applied and containing a statement in detail of the complete rental or sales status of the premises; the name or names of all owners, contract purchasers, tenants, subtenants and other occupants of or owners of interests in the premises; the dates and terms of all land sales contracts, leases, subleases and other occupancy agreements; the floor and rentable area in square feet and the location of each tenant's, subtenant's and other occupant's space; and rentals or sales prices being paid.

10. In the event Mortgagor fails to pay any real estate tax or required insurance premium related to the premises when due, Mortgagor agrees to thereafter make monthly deposits in an interest-bearing account, which account shall be pledged to Mortgagees, at a bank or similar financial institution acceptable to Mortgagees, of an amount equal to the sum of 1/12th of the annual general real estate taxes levied on the premises and 1/12th of the annual premium required to maintain insurance in force on the premises in accordance with the provisions of these Mortgages, the amount of such taxes and premiums, if unknown, to be estimated on the basis of the previous year's taxes or premiums, if any, or by such person or corporation as is acceptable to Mortgagees provided, however, that Mortgagees shall give Mortgagor forty-five (45) days prior written notice thereof if such requirement is imposed before a default has occurred. Mortgagor shall provide Mortgagees with the original real estate tax bill or insurance invoice not later than ten (10) days before the payment is due and shall concurrently deposit at a bank or similar financial institution acceptable to Mortgagees an amount equal to the difference between the amount available in the aforesaid escrow account for such payment (giving effect to other taxes or expenses which are also to be paid from said account) as shown on Mortgagees' records and the amount required to be paid. Provided that no default has occurred, funds in such account (including the supplemental deposits required by the preceding sentence) shall be used by Mortgagor to pay such taxes and premiums on their respective due dates. From and after the occurrence of a default under either of these Mortgages, Mortgagor will pay such funds to Mortgagees for application on the Liabilities. Mortgagees, in their sole discretion, may waive from time to time the requirement that such deposits be made, and if Mortgagees shall at any time waive such requirement, Mortgagor shall furnish Mortgagees with copies of paid tax receipts and insurance premium receipts not later than five (5) days before the payment is due.

11. Mortgagor agrees to perform faithfully all of its obligations under all present and future leases or other agreements relative to the occupancy of the premises at any time assigned to Mortgagees by separate instrument as addi-

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tional security, and to refrain from any action or inaction which would result in termination of any such leases or agreements or in the diminution of the value thereof or of the rents or revenues due thereunder. Mortgagor further agrees that any lease of the premises made after the date of recording of these Mortgages shall contain a covenant to the effect that such lessee shall, at either Mortgagee's option, agree to attorn to Mortgagees, as lessor and, upon demand, to pay rent to Mortgagees.

12. Mortgagor agrees that it shall not permit the public to use the premises or any other property covered by these Mortgages in any manner that might tend, in either Mortgagee's judgment, to impair Mortgagor's title to such property or any portion thereof, or to make possible any claim or claims of easement by prescription or of implied dedication to public use. Mortgagor shall not use or permit the use of any part of the premises or any other property covered by these Mortgages for an illegal purpose. Mortgagor shall not permit any use of the premises or such property for any purpose other than that for which such premises or property is used as of the date hereof without consent of the Mortgagees.

13. If any building or other improvement now or hereafter erected on the premises shall be destroyed or damaged by fire or any other cause, whether insured or uninsured, Mortgagees shall, subject to the provisions of Paragraph 6(b) above, have the right either to apply any insurance proceeds or other recovery related to said loss to a reduction of the indebtedness hereby secured or to require Mortgagor to restore or rebuild such building or other improvement with materials and workmanship of as good quality as existed before such damage and destruction to substantially their former state, commencing the work of restoration or rebuilding as soon as possible and proceeding diligently with it until completion. Plans and specifications for the restoration as herein required shall be submitted to Mortgagees prior to commencement of work and shall be subject to reasonable approval of Mortgagees.

14. Mortgagor agrees to indemnify each Mortgagee from all loss, damage and expense, including reasonable attorneys' and paralegals' fees and expenses and the costs of any settlement or judgment, incurred in connection with any suit or proceeding in or to which either Mortgagee may be made a party for the purpose of protecting the lien of these Mortgages and all such fees, expenses and costs shall be additional Liabilities secured hereby.

15. Mortgagor hereby assigns to Mortgagees, as additional security, all awards of damage resulting from condemnation proceedings or the taking of or injury to the premises for public use, and Mortgagor agrees that the proceeds of all such awards shall be paid to Mortgagees and may be applied by Mortgagees, at their option, after the payment of all their expenses in connection with such proceedings, including reasonable attorneys' fees and expenses, to the reduction of the Liabilities hereby secured, and Mortgagees are hereby authorized, on behalf of and in the name of Mortgagor, to execute and deliver valid acquittance for and to appeal from any such award.

16. Mortgagor agrees that, from and after the occurrence of a default under these Mortgages, either Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor, in any form and manner deemed expedient after reasonable inquiry into the validity thereof. By way of illustration and not in limitation of the foregoing, Mortgagees may, but need not, (i) make full or partial payments of insurance premiums which are unpaid by

Mortgagor, coordinate liens or encumbrances, if any, and (ii) purchase, discharge, compromise or settle any tax lien or any other lien, encumbrance, suit, proceeding, title or claim thereof, or (iii) redeem all or any part of the premises from any tax or assessment. All money paid for any of the purposes herein authorized and all other moneys advanced by a Mortgagee to protect the premises and the lien hereof shall be additional Liabilities secured hereby and shall become immediately due and payable without notice and shall bear interest thereon at the post-default interest rate described in Paragraph 3(B) of the Loan Agreement ("Interest Rate") until paid to Mortgagees in full. In making any payment hereby authorized relating to taxes, assessments or prior or coordinate liens or encumbrances, Mortgagees shall be the sole judge of the legality, validity and priority thereof and of the amount necessary to be paid in satisfaction thereof.

17. Either Mortgagee, or any person designated by either Mortgagee in writing, shall have the right, from time to time hereafter, to call at the premises (or at any other place where information relating thereto is kept or located) during reasonable business hours and, without hindrance or delay, to make such inspection and verification of the premises, and the affairs, finances and business of Mortgagor in connection with the premises, as that Mortgagee may consider reasonable under the circumstances, and to discuss the same with any agents or employees of Mortgagor.

18. Any of the following occurrences or acts shall constitute an event of default under these Mortgages ("default"): (i) an "Event of Default" shall occur under the Loan Agreement (whether in payment or otherwise); (ii) an "Event of Default" shall occur under the Reimbursement Agreement (whether in payment or otherwise); (iii) a default shall occur under the CIC Guaranty; (iv) a default shall occur under the Citibank Guaranty; (v) Mortgagor (regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings, at law, in equity, or before any administrative tribunal, which have prevented or might have the effect of preventing Mortgagor from complying with the terms of these Mortgages), shall fail to observe or perform any of Mortgagor's covenants, agreements or obligations under these Mortgages and such default shall continue for fifteen (15) days after written or oral notice thereof from either Mortgagee; (vi) a default shall occur under any other document, agreement or instrument between Mortgagor and either Mortgagee; or (vii) the premises or a substantial part thereof shall have been abandoned for thirty (30) consecutive days. If any such default shall have occurred, then, to the extent permitted by applicable law, the following provisions shall apply:

(a) All sums secured hereby shall, at the option of Mortgagees, become immediately due and payable without presentment, demand or further notice.

(b) It shall be lawful for Mortgagees to (i) immediately sell the premises either in whole or in separate parcels, as prescribed by Illinois law, under power of sale, which power is hereby granted to Mortgagees to the full extent permitted by Illinois law, and thereupon, to make and execute to any purchaser(s) thereof deeds of conveyance pursuant to applicable law or (ii) immediately foreclose these Mortgages by action. The court in which any proceeding is pending for the purpose of foreclosure of these Mortgages may, at once or at any time thereafter, either before or after sale, without notice and without requiring bond, and without regard to the solvency or insolvency of any person liable for payment of the Liabilities secured hereby, and without regard to the then value of the premises or the occupancy thereof as a homestead, appoint a receiver (the

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provisions for the appointment of a receiver and assignment of rents being an express condition upon which the loan hereby secured is made) for the benefit of Mortgagees, with power to collect the rents, issues and profits of the premises, due and to become due, during such foreclosure suit and the full statutory period of redemption notwithstanding any redemption. The receiver, out of such rents, issues and profits when collected, may pay costs incurred in the management and operation of the premises, prior and coordinate liens, if any, and taxes, assessments, water and other utilities and insurance, then due or thereafter accruing, and may make and pay for any necessary repairs to the premises, and may pay all or any part of the Liabilities or other sums secured hereby or any deficiency decree entered in such foreclosure proceedings. Upon or at any time after the filing of a suit to foreclose either of these Mortgages, the court in which such suit is filed shall have full power to enter an order placing either Mortgagee in possession of the premises with the same power granted to a receiver pursuant to this Section 18(b) and with all other rights and privileges of a mortgagee-in-possession under applicable law.

(c) Either Mortgagee shall, at its option, have the right, acting through its agents or attorneys, either with or without process of law, forcibly or otherwise, to enter upon and take possession of the premises, expel and remove any persons, goods, or chattels occupying or upon the same, to collect or receive all the rents, issues and profits thereof and to manage and control the same, and to lease the same or any part thereof, from time to time, and, after deducting all reasonable attorneys' fees and expenses, and all reasonable expenses incurred in the protection, care, maintenance, management and operation of the premises, apply the remaining net income upon the Liabilities or other sums secured hereby or upon any deficiency decree entered in any foreclosure proceedings.

19. In any foreclosure of either of these Mortgages by action, or any sale of the premises by advertisement, there shall be allowed (and included in the decree for sale in the event of a foreclosure by action), to be paid out of the rents or the proceeds of such foreclosure proceeding or sale:

(a) all of the Liabilities and other sums secured hereby which then remain unpaid;

(b) all other items advanced or paid by either Mortgagee pursuant to these Mortgages, with interest thereon at the Interest Rate from the date of advancement; and

(c) all court costs, attorneys' and paralegals' fees and expenses, appraiser's fees, advertising costs, notice expenses, expenditures for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title guarantees, title insurance policies, Torrens certificates and similar data with respect to title which Mortgagees may deem necessary. All such expenses shall become additional Liabilities secured hereby and immediately due and payable, with interest thereon at the post-default interest rate described in Paragraph 3(B) of the Loan Agreement, when paid or incurred by either Mortgagee in connection with any proceedings, including but not limited to probate and bankruptcy proceedings, to which either Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of these Mortgages or any indebtedness hereby secured or in connection with the preparations for the commencement of any suit for the foreclosure, whether or not actually commenced, or sale by

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advertisement. The proceeds of any sale (whether through a foreclosure proceeding or either Mortgagee's exercise of the power of sale) shall be distributed and applied to its items described in (a), (b), and (c) of this paragraph, as Mortgagees may in their sole discretion determine, and any surplus of the proceeds of such sale shall be paid to Mortgagor.

20. Each remedy or right of either Mortgagee shall not be exclusive of but shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay in the exercise or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right or be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or any different nature. Every such remedy or right may be exercised concurrently or independently and when and as often as may be deemed expedient by either Mortgagee.

21. If more than one property, lot or parcel is covered by these Mortgages, and if either or both of these Mortgages are foreclosed upon, or judgment is entered upon any obligation secured hereby, or if Mortgagees, or either of them, exercise their powers of sale, execution may be made upon or either Mortgagee (or both) may exercise its power of sale against any one or more of the properties, lots or parcels and not upon the others, or upon all of such properties or parcels, either together or separately, and at different times or at the same time, and execution sales or sales by advertisement may likewise be conducted separately or concurrently, in each case at CIC's election.

22. In the event of a foreclosure of either or both of these Mortgages or any other mortgage securing the Liabilities, the Liabilities then due the Mortgagees shall not be merged into any decree of foreclosure entered by the court, and Mortgagees may concurrently or subsequently seek to foreclose one or more mortgages which also secure said Liabilities.

23. Mortgagor agrees that, upon request of Mortgagees from time to time, it will execute, acknowledge, deliver, and cause to be recorded all such additional instruments and further assurances of title and will do or cause to be done all such further acts and things as may reasonably be necessary to preserve the lien of these Mortgages and fully effectuate the intent of these Mortgages. In the event that Mortgagor shall fail to do any of the foregoing, Mortgagees may, in their sole discretion, do so in the name of Mortgagor, and Mortgagor hereby appoints each Mortgagee as its attorney-in-fact to do any of the foregoing.

24. Except as otherwise provided herein, any notices, demands, consents, requests, approvals, undertakings or other instruments required or permitted to be given in connection with these Mortgages shall be in writing, shall be sent by United States registered or certified mail and shall be deemed to have been validly served, given or delivered five (5) days following deposit in the United States mails, addressed to the party so notified as follows:

if to Mortgagor:

McLean Trucking Company
1920 West First Street
Winston-Salem, North Carolina 27104
Attn: President

with a copy to:

Childs, Fortenbach, Beck & Guyton
1200 Allied Bank Plaza
Houston, Texas 77002
Attn: James M. Harbison, Jr.

if to Mortgagees:

Citicorp Industrial Credit, Inc.
717 North Harwood
2700 Diamond Shamrock Tower
Dallas, Texas 75201
Attn: Kerry L. Loven

with a copy to:

Sidley & Austin
One First National Plaza
Chicago, Illinois 60603
Attn: DeVerille A. Huston

Mortgagor or Mortgagees shall, from time to time, have the right to specify as the proper addressee and/or address for the purposes of these Mortgages any other address in the United States upon giving ten (10) days' written notice thereof.

25. Mortgagor agrees that, without affecting the liability of any person for payment of the Liabilities secured hereby or affecting the liens of these Mortgages upon the premises or any part thereof (other than persons or property explicitly released as a result of the exercise by Mortgagees of their rights and privileges hereunder), either Mortgagee may at any time and from time to time, on request of the Mortgagor, without notice to any person liable for payment of any Liabilities secured hereby, extend the time, or agree to alter the terms of payment of Liabilities owing to such Mortgagee.

26. Mortgagor agrees that these Mortgages are to be construed and governed by the laws of the State of Illinois. Wherever possible, each provision of these Mortgages shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of these Mortgages shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of these Mortgages.

27. Upon full payment of all sums secured hereby or upon application on the Liabilities of the proceeds of any sale of the premises in accordance with the provisions of these Mortgages, at the time and in the manner provided, these conveyances shall be null and void and, upon demand therefor following such payment, a satisfaction of mortgage shall, in due course, be provided by Mortgagees to Mortgagor.

28. These Mortgages shall be binding upon the Mortgagor and upon the successors, assigns and vendees of the Mortgagor and shall inure to the benefit of the Mortgagees' successors and assigns; all references herein to the Mortgagor and to either or both Mortgagees shall be deemed to include their successors and assigns. Mortgagor's successors and assigns shall include, without limitation, a receiver, trustee or debtor in possession of or for the Mortgagor. Wherever used, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

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29. The Mortgagor, within ten (10) days after the request in person or within fifteen (15) days after request by mail, will furnish a duly acknowledged written statement setting forth the amount of the debt secured by these Mortgages, the date to which interest, if any, has been paid and stating either that no offsets or defenses exist against either of the mortgage debts, or, if such offsets or defenses are alleged to exist, the nature thereof.

30. Mortgagor represents that it has been authorized to, and Mortgagor does hereby, waive (to the full extent permitted under Illinois law) (i) any appraisal, valuation, stay or extension law now or hereafter in force, and (ii) any and all statutory or equitable rights of redemption from sale by advertisement or sale under any order or decree of foreclosure of either of these Mortgages, on behalf of Mortgagor and each and every person, except decree or judgment creditors of Mortgagor, acquiring any interest in or title to the premises subsequent to the date hereof.

31. Mortgagor shall not permit any liens or security interests (including any mechanics' or materialmen's liens), other than those described on Exhibit B attached hereto and those in favor of Mortgagees or an affiliate of the Mortgagees, to remain filed or attached to the premises for a period in excess of thirty (30) days without the written consent of Mortgagees, except for such liens or security interest which Mortgagor is diligently contesting in good faith in an appropriate proceeding and for which Mortgagor has given Mortgagees such additional collateral as Mortgagees may deem necessary under the circumstances, and Mortgagor shall not sell, convey, refinance or otherwise dispose of all or any part of the premises without the prior written consent of Mortgagees. Mortgagor shall not enter into any agreement for any purchase, conditional sale, or lease of any fixture or personal property subject to these Mortgages pursuant to which the seller retains title to such property. If Mortgagor does sell, convey, refinance or otherwise dispose of all or any part of the premises, or enter into such purchase, conditional sale or lease of any such fixtures or personal property, without the prior written consent of Mortgagees, Mortgagees may elect, by notice in writing to Mortgagor, to declare all of the Liabilities, or any part thereof, and all other sums secured hereby to be and to become due and payable immediately upon the giving of such notice.

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written by DAVID B. UNHELFER on behalf of Mortgagor (and said person hereby represents that he possessed full power and authority to execute this instrument).

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UNOFFICIAL COPY

THE MORTGAGOR HEREBY DECLARES AND ACKNOWLEDGES THAT THE MORTGAGOR HAS RECEIVED, WITHOUT CHARGE, A TRUE COPY OF THESE MORTGAGES.

McLEAN TRUCKING COMPANY

By *David E. Wapley*
Vice President

Attest:

Claude Hawn
Secretary

AFFIX CORPORATE SEAL

Witnesses:

[Signature]
(Name)

[Signature]
(Name)

Property of Cook County Clerk's Office

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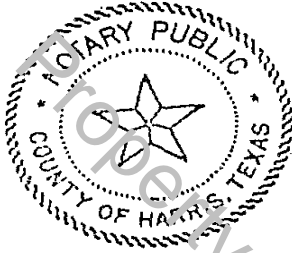
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ILLINOIS

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

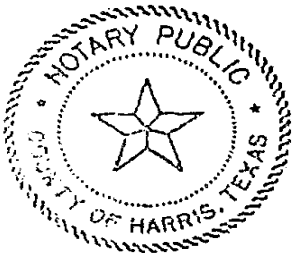
²¹
~~19~~ This instrument was acknowledged before me on September 19, 1985 by DAVID B. WHELPLEY, Vice-President of McLEAN TRUCKING COMPANY, a North Carolina corporation, on behalf of said corporation.



Cynthia A. Tucker
Notary Public in and for
the State of Texas
Print or CYNTHIA A. TUCKER
Type Name: Notary Public, State of Texas
My Commission Expires, December 3, 1985

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

²¹
~~19~~ This instrument was acknowledged before me on September 19, 1985 by CLAUDE M. HARRICK, Secretary of McLEAN TRUCKING COMPANY, a North Carolina corporation, on behalf of said corporation.



Cynthia A. Tucker
Notary Public in and for
the State of Texas
Print or CYNTHIA A. TUCKER
Type Name: Notary Public, State of Texas
My Commission Expires, December 3, 1985

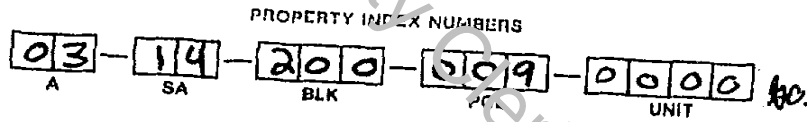
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CLERK'S OFFICE OF COUNTY OF COO

EXHIBIT "A"
to
MORTGAGES DATED AS OF SEPTEMBER 20, 1985
between
MCLEAN TRUCKING COMPANY
Mortgagor
and
CITICORP INDUSTRIAL CREDIT, INC.
and CITIBANK, N.A.
Mortgagees

Property of Cook County Clerk's Office

Lot 6 in South Wheeling Industrial Park, a subdivision of the West half of the Northeast Quarter of Section 14 and that part of the Southeast Quarter of the Northwest Quarter of Section 14, lying East of a strip of land, 210 feet in width, lying between the Easterly right-of-way line of the Wisconsin Central Railroad and a line 210 feet Easterly of and parallel with, measured at right angles to, the Easterly right-of-way line of said railroad, all in Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.



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Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE
11/20/11

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EXHIBIT "B"
to
MORTGAGES DATED SEPTEMBER 20, 1985
between
McLEAN TRUCKING COMPANY
Mortgagor
and
CITICORP INDUSTRIAL CREDIT, INC.
and CITIBANK, N.A.
Mortgagees

Liens, claims and encumbrances:

None except those set forth on that certain Title Insurance Policy issued to Mortgagees relating to premises.

Property of Cook County Clerk's Office

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TRAN 4686
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