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State of Illinois
County of Cook

87642040

TERM AND OPEN END MORTGAGE

P6 2412 / SD-87-01824

THIS MORTGAGE ("Mortgage") dated as of the 20th day of OCTOBER, 1987 made by Texstar Properties Corp. a Delaware corporation ("Mortgagor") having its chief executive office at 2828 N. Harwood, Dallas TX 75204 in favor of CITICORP INDUSTRIAL CREDIT, INC., a Delaware corporation, having an office at 2700 Diamond Shamrock Tower, 717 North Harwood, L.B. #85, Dallas, Texas 75201 (the "Mortgagee"), in its separate capacity as Administrative Agent for the "Senior Lenders" and the "Issuing Banks" as defined in that certain Credit Agreement (as amended from time to time, the "Credit Agreement") dated as of July 31, 1987, among JT Acquisition Corporation, the Senior Lenders, the "Agents" (as defined in the Credit Agreement), the Administrative Agent and the Issuing Banks, and any other "Person" (as defined in the Credit Agreement) who may become entitled to the benefits of this Mortgage pursuant to the Credit Agreement. (Except as otherwise provided, all defined terms herein shall have the same meaning as set forth in the Credit Agreement).

W I T N E S S E T H:

WHEREAS, Mortgagor is a subsidiary of Texstar Properties Corp a subsidiary of The Southland Corporation, a Texas corporation ("Southland"); and

WHEREAS, this Mortgage is executed and delivered pursuant to the Credit Agreement; and

WHEREAS, in accordance with the terms of the Credit Agreement, Southland will execute an Assumption Agreement dated as of the Merger Funding Date pursuant to which Southland will assume the obligations of JT Acquisition Corporation arising under the Credit Agreement; and

WHEREAS, the Senior Lenders have required, as a condition among others, to their execution and delivery of the Credit Agreement, that Mortgagor execute and deliver this Mortgage to Mortgagee; and

WHEREAS, the Liabilities (as hereinafter defined) secured hereby shall not exceed an aggregate principal amount at any one time outstanding of $3,000,000,000.00 provided, that the foregoing limitation shall apply only to the lien upon real property created by this Mortgage, and it shall not in any manner limit, affect or impair any grant of a security interest or other right in favor of the Senior Lenders, under the provisions of the Collateral Documents, or any of them, or under any other mortgage, deed of trust, or security agreement at any time executed by Mortgagor, Southland or any subsidiary of Southland;

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This document was prepared by:

James L. Marovitz, Esquire
Sidley & Austin
One First National Plaza
Chicago, Illinois 60603

After recording return to:

Lawyers Title Insurance Corporation
National Division
P.O. Box 50868
Dallas, Texas 75250
Attn: Willie Smith

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BOX 334

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NOW, THEREFORE, in consideration of the premises contained herein and to secure the payment and performance of (i) all of the Mortgagor's obligations and liabilities hereunder and (ii) all of Southland's obligations and liabilities (including obligations and liabilities hereafter arising) of every type and description, arising under or in connection with the Credit Agreement and/or the Assumption Agreement or any other Loan Documents due or to become due, to the Administrative Agent, any Agent, any Senior Lender, any Issuing Bank or any other Person entitled to indemnification pursuant to the Credit Agreement, or any of their respective successors, transferees or assigns, including, without limitation, (a) all liability of Southland for principal of and interest on the Term Loans, the Revolving Loans and the Swing Loans or under the Term Notes, the Revolving Notes or the Swing Note, (b) all Reimbursement Obligations of Southland to the Issuing Banks, (c) all obligations and liabilities of Southland to any Senior Lender in respect of the Specified Foreign Exchange Contract or Specified Interest Rate Contracts, (d) all obligations and liabilities of Southland for any fees, expense reimbursements, and indemnifications and (e) all obligations and liabilities which pursuant to the express terms of the Credit Agreement are to be secured by the Real Estate Collateral Documents (all amounts described in this subparagraph (ii) being referred to herein collectively as the "Obligations") (all such obligations and liabilities and the Obligations being hereinafter collectively referred to as the "Liabilities") and in consideration of the making of the Loans (other than the Tender Offer Loans) by the Senior Lenders and the issuing of the Facility Letters of Credit by the Issuing Banks [and of One Dollar ($1.00) in hand paid, receipt whereof is hereby acknowledged], Mortgagor does hereby grant, remise, release, alien, convey, mortgage and warrant (to the extent provided herein) to Mortgagee, its successors and assigns and grant a security interest to Mortgagee, its successors and assigns the following described parcel(s) of real estate:

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

which real estate (the "Land"), together with the improvements, buildings, and structures thereon is herein called the "Premises."

TOGETHER WITH all right, title and interest, if any, including any after acquired right, title and interest, and including any 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, or any lands occupied by streets, alleys, passages, sewer rights, water courses, water rights and powers, and public places adjoining said Land and any other interests in property constituting appurtenances to the Premises and (b) any hereditaments, gas, oil, minerals, easements, fixtures and appurtenances of every nature whatsoever located in or on, or attached to the Premises thereon and all other rights and privileges thereunto belonging or appertaining and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or of any of the foregoing. (The rights and interests described in subparagraph (a) and (b) hereof shall hereinafter be called the "Property Rights"). It is mutually agreed, intended, and declared, that all of the aforesaid property owned by Mortgagor, if any, shall, so far as permitted by

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law, be deemed to form a part and parcel of said real estate and for the purpose of this Mortgage to be real estate and covered by this Mortgage. (The Premises together with the Property Rights shall hereinafter be called the "Real Property"). 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, fixture filing and financing statement, and Mortgagor agrees to execute, deliver and file or refile any financing statement, continuation statement, or other instruments Mortgagee may reasonably require from time to time to perfect or renew such security interest under the Uniform Commercial Code. To the extent permitted by law, (i) all of the goods described as fixtures or as constituting fixtures within the definition of the Real Property are or are to become fixtures on the Land and (ii) this instrument, upon recording or registration in the real estate records of the proper office, shall constitute a "fixture filing" within the meaning of Sections 9-313 and 9-402 of the Uniform Commercial Code.

TOGETHER WITH (i) except as otherwise provided in the Credit Agreement, and except to the extent that a mortgage thereon or a security interest therein would cause Mortgagor to be in default thereunder, all the estate, right, title and interest, if any, of Mortgagor of, in and to all judgments, insurance proceeds, awards of damages and settlements which may result from any damage to the Real Property or any part thereof or to any rights appurtenant thereto, or which may result from condemnation proceedings or the taking of the Real Property or any part thereof under the power of eminent domain, and all proceeds of any sales or dispositions of the Real Property or any part thereof; and (except as otherwise provided herein or in the Credit Agreement) Mortgagee is hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquittances therefor, and, to apply the same as provided in the Credit Agreement; (ii) except as otherwise provided in the Credit Agreement, and except to the extent that a mortgage thereon or a security interest therein would cause Mortgagor to be in default thereunder, all of Mortgagor's interest in contract rights, general intangibles, actions and rights in action relating to the Real Property, if any, including, without limitation, all rights to insurance proceeds and unearned premiums arising from or relating to damage to the Real Property; and (iii) except as provided in the Credit Agreement, all of Mortgagor's interest in proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Real Property. (The Real Property together with all the rights and interests described in this paragraph shall hereinafter be called the "Mortgaged Property").

As additional security for the Liabilities secured hereby, except as otherwise provided in the Credit Agreement, and except to the extent that a mortgage thereon or a security interest therein would cause Mortgagor to be in default thereunder, Mortgagor does hereby pledge and assign to Mortgagee from and after the date hereof (including any period of redemption), primarily and on a parity with said real estate, and not secondarily, (a) any and all of its franchisor's rights under any franchise agreements affecting the Mortgaged Property together with all payments due, payable, or accruing thereunder; (b) Mortgagor's interest, if any, in any and all rents, issues and profits of the Mortgaged

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Property; and (c) Mortgagor's interest, if any, in any 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 down payment for the purchase of all or any part of the Mortgaged Property) 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 Mortgaged Property and, except to the extent such a transfer or assignment is not permitted by the terms thereof, does hereby transfer and assign to Mortgagee all such leases and agreements (including all Mortgagor's rights under any contracts for the sale of any portion of the Mortgaged Property and all revenues and royalties under any oil, gas or mineral leases relating to the Mortgaged Property). Mortgagee hereby grants to Mortgagor the right to collect the rents and other amounts due under such leases, contracts or other agreements, until an Event of Default 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 Mortgagee under this Mortgage. Mortgagor further agrees to execute and deliver such assignments of leases or assignments of land sale contracts as Mortgagee may from time to time reasonably request. In the event of an Event of Default under the Credit Agreement (1) the Mortgagor agrees, upon demand, to deliver to the Mortgagee all leases, land sale contracts and other agreements relating to the ownership or occupancy of any part of the Mortaged Property; with such additional assignments thereof as the Mortgagee may reasonably request and agrees that the Mortgagee may assume the management of the Mortgaged Property and collect the rents and other income therefrom, applying the same upon the Liabilities in the manner provided in the Credit Agreement; (2) the Mortgagor hereby authorizes and directs all tenants, purchasers or other persons occupying or otherwise acquiring any interest in any part of the Mortgaged Property to pay all rents and other income due under said leases and agreements to the Mortgagee upon request of the Mortgagee; and (3) the Mortgagor hereby appoints Mortgagee as its true and lawful attorney in fact to effectuate the same, with the powers hereby granted exercisable only following the occurrence of an Event of Default; provided, however, that (i) this power of attorney and assignment of rents shall not be construed as an obligation upon said Mortgagee to make or cause to be made any repairs that may be needful or necessary and (ii) Mortgagee agrees that until such Event of Default and after any withdrawal thereof, Mortgagee shall permit Mortgagor to perform the aforementioned management responsibilities. Upon Mortgagee's receipt of such rents and other income of said Mortgaged Property, at Mortgagee's option, it may 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; (2) general and special taxes, and insurance premiums; and (3) the balance of such rents and other income pursuant to the provisions of the Credit Agreement. This power of attorney and assignment of rents shall be irrevocable until this Mortgage shall have been satisfied and released of record and the releasing of this Mortgage shall act as a revocation of this power of attorney and assignment of rents. Mortgagee shall have and hereby expressly reserves the right and privilege (but assumes no obligation), after the occurrence of an Event of Default, to demand, collect, sue for, receive

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and recover all rents, profits, revenues, royalties, bonuses, rights and benefits under any and all oil, gas, or mineral leases of the Mortgaged Property, or any part thereof, now existing or hereafter made, and apply the same in accordance with the provisions of the Credit Agreement.

Nothing herein contained shall be construed as constituting the Mortgagee a mortgagee-in-possession in the absence of the taking of actual possession of the Mortgaged Property by the Mortgagee. Nothing contained in this Mortgage shall be construed as imposing on Mortgagee any of the obligations of the lessor under any lease of the Premises, or franchisor under any franchise agreement relating to the Mortgaged Property, in the absence of an explicit assumption thereof by Mortgagee. In the lawful exercise of the powers herein granted the Mortgagee, except as provided in the Credit Agreement, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by Mortgagor.

TO HAVE AND TO HOLD the Mortgaged Property, properties, rights and privileges hereby conveyed or assigned, or intended so to be, unto Mortgagee, its beneficiaries, 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, if any, of the State of Illinois (the "State") and Mortgagor hereby covenants, represents and warrants that, at the time of the ensealing and delivery of these presents, Mortgagor has good, sufficient, and legal title to the Premises, as provided in the Credit Agreement and except for Liens permitted under the Credit Agreement, with good right, full power and lawful authority to sell, assign, convey and mortgage the Mortgaged Property, and to the extent required by the Credit Agreement, Mortgagor will forever defend the Premises against all claims.

The following provisions shall also constitute an integral part of this Mortgage:

1. Remedies of Mortgagee. Subject to the provisions of the Credit Agreement, upon the occurrence of an Event of Default under the terms of the Credit Agreement, in addition to any rights and remedies provided for in the Credit Agreement, and to the extent permitted by applicable law, the following provisions shall apply:

(a) Mortgagee's Power of Enforcement. It shall be lawful for Mortgagee to (i) immediately sell the Mortgaged Property either in whole or in separate parcels, as prescribed by the State law, under power of sale, which power is hereby granted to Mortgagee to the full extent permitted by the State law, and thereupon, to make and execute to any purchaser(s) thereof deeds of conveyance pursuant to applicable law or (ii) immediately foreclose this Mortgage by judicial action. The court in which any proceeding is pending for the purpose of foreclosure of this Mortgage, or the court in which any other proceeding may lawfully be commenced for the appointment of a receiver, 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 Mortgaged Property or the occupancy thereof as a homestead,

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appoint a receiver (the provisions for the appointment of a receiver and assignment of rents being an express condition upon which the Liabilities hereby secured are extended to Southland under the Credit Agreement) for the benefit of Mortgagee, with power to collect the rents, issues and profits of the Mortgaged Property, 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 Mortgaged Property, prior and subordinate 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 Real Property, and may pay all or any part of the Liabilities or other sums secured hereby or any deficiency decree entered in such foreclosure proceedings or any deficiency however created. Upon or at any time after the filing of a suit to foreclose this Mortgage, the court in which such suit is filed shall have full power to enter an order placing Mortgagee in possession of the Mortgaged Property with the same power granted to a receiver pursuant to this subparagraph and with all other rights and privileges of a mortgagee-in-possession under applicable law.

(b) Mortgagee's Right to Enter and Take Possession, Operate and Apply Income. 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 Mortgaged Property, 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 Mortgaged Property, distribute and apply the remaining net income in accordance with the terms of the Credit Agreement or upon any deficiency decree entered in any foreclosure proceedings or otherwise established.

2. Application of Rents or Proceeds from Foreclosure or Sale. In any foreclosure of this Mortgage by judicial action, or any sale of the Mortgaged Property pursuant to the power of sale granted herein in addition to any of the terms and provisions of the Credit Agreement, there shall be allowed (and included in the decree for sale in the event of a foreclosure by judicial action) to be paid out of the rents or the proceeds of such foreclosure proceeding and/or sale:

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

(b) Other Advances. All other items advanced or paid by Mortgagee pursuant to this Mortgage; and

(c) Costs, Fees and Other Expenses. All court costs, reasonable 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,

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Torrens certificates and similar data with respect to title which Mortgagee in the reasonable exercise of its judgment may deem necessary. All such expenses shall become additional Liabilities secured hereby when paid or incurred by Mortgagee in connection with any proceedings, including but not limited to probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage 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 power of sale.

3. Cumulative Remedies; Delay or Omission Not a Waiver. Each remedy or right of 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 or as provided in any of the Collateral Documents. No delay in the exercise or omission to exercise any remedy or right accruing on the occurrence or existence of any Event of Default shall impair any such remedy or right or be construed to be a waiver of any such Event of Default or acquiescence therein, nor shall it affect any subsequent default of the same or different nature. Every such remedy or right may be exercised concurrently or independently and when and as often as may be deemed expedient by Mortgagee.

4. Mortgagee's Remedies Against Multiple Parcels. If more than one property, lot or parcel is covered by this Mortgage, and if this Mortgage is foreclosed upon, or judgment is entered upon any Liabilities secured hereby, or if Mortgagee exercises its power of sale, execution may be made upon or Mortgagee 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 power of sale may likewise be conducted separately or concurrently, in each case at Mortgagee's election.

5. No Merger. In the event of a foreclosure of this Mortgage or any other mortgage or deed of trust securing the Liabilities, the Liabilities then due the Mortgagee shall not be merged into any decree of foreclosure entered by the court, and Mortgagee may concurrently or subsequently seek to foreclose one or more mortgages or deeds of trust which also secure said Liabilities.

6. Notices. Notices shall be delivered as provided in the Credit Agreement. A copy of all such notices shall also be sent to Mortgagor at the address provided on the first page of this Mortgage.

7. Extension of Payments. Mortgagor agrees that, without affecting the liability of any person for payment of the Liabilities secured hereby or affecting the lien of this Mortgage upon the Mortgaged Property or any part thereof (other than persons or property explicitly released as a result of the exercise by Mortgagee of its rights and privileges hereunder), Mortgagee may at any time and from time to time, on the request of Southland, without notice to Mortgagor or any person liable for payment of any Liabilities secured hereby, but otherwise subject to the provisions of each of the Credit Agreement and the other Collateral Documents, extend the time, or agree to alter or amend the terms of

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payment of such Liabilities. Mortgagor further agrees that any part of the security herein described may be released with or without consideration without affecting the remainder of the Liabilities or the remainder of the security.

8. Governing Law. Mortgagor agrees that this Mortgage is to be construed, governed and enforced in accordance with the laws of the State.

9. Successors and Assigns Included in Parties. This Mortgage shall be binding upon the Mortgagor and upon the successors, assigns and vendees of the Mortgagor and shall inure to the benefit of the Mortgagee's successors and assigns; all references herein to the Mortgagor and to the Mortgagee 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.

10. Waiver of Appraisement, Valuation, Stay, Extension and Redemption Laws. Mortgagor agrees, to the full extent permitted by law, that at all times following an Event of Default, neither Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, or extension laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Mortgaged Property or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser thereat, and Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the Mortgaged Property marshalled upon any foreclosure of the lien hereof and agrees that Mortgagee or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property in part or as an entirety. To the full extent permitted by law, Mortgagor hereby waives any and all statutory or other rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, acquiring any interest in or title to the Mortgaged Property subsequent to the date hereof.

11. Interpretation with Other Documents. Notwithstanding anything in this Mortgage to the contrary, in the event of a conflict or inconsistency between the Mortgage and the Credit Agreement, the provisions of the Credit Agreement shall govern.

12. Future Advances. The parties hereto intend that, in addition to any other debt or obligation secured hereby, this Mortgage shall secure unpaid balances of all Liabilites and other such extensions of credit made by Mortgagee to Southland after this Mortgage is delivered for recordation in the official records of the county in which the Mortgaged Property is located whether made pursuant to an obligation of Mortgagee or otherwise. Such Obligations and other extensions of credit may or may not be evidenced by notes executed pursuant to the Credit Agreement. All future advances will have the same priority as the original advance.

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13. After-Acquired Property. To the extent permitted by, and subject to the terms of the Credit Agreement and, applicable law, the lien of this Mortgage shall automatically attach, without further act, to Mortgagor's interest in all property hereafter acquired by Mortgagor located in or on, or attached to, or used or intended to be used in connection with, or with the operation of, the Premises or any part thereof.

14. Invalid Provisions to Affect No Others. In the event that any of the covenants, agreements, terms or provisions contained in this Mortgage shall be invalid, illegal or unenforceable in any respect, it shall not affect the validity of the remaining covenants, agreements, terms or provisions contained herein or in any of the Collateral Documents; nor shall the application of the covenant, agreement, or terms held to be invalid, illegal or unenforceable affect, prejudice or disturb persons or circumstances other than those in respect of which it is invalid, illegal or unenforceable.

15. Changes. Neither this Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. To the extent permitted by law, any agreement hereafter made by Mortgagor and Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

16. Non-Disturbance of Franchisees. In the event the Mortgaged Property or any portion thereof, is now or hereafter occupied by a franchisee pursuant to a franchise agreement between Mortgagor and a franchisee (hereinafter the "Franchise Agreement" and the Mortgaged Property or portion thereof so subject being the "Franchised Premises"), and provided the Franchise Agreement is then in full force and effect, then and in the event of a foreclosure pursuant to this Mortgage, or in the event Mortgagee comes into possession or acquires title to the Franchised Premises as a result of the enforcement of its rights under, or foreclosure pursuant to, this Mortgage, or as a result of any other means, Mortgagee agrees, for the sole and exclusive benefit of said franchisee, that the franchisee shall not be disturbed in its possession of the Franchised Premises nor shall the Franchise Agreement be terminated for any reason other than, subject to all applicable laws, one which (i) would result in a termination of the Franchise Agreement either under its terms or by operation of law, or (ii) would entitle such franchisor to dispossess the franchisee from the Franchised Premises.

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written by the person or persons identified below on behalf of Mortgagor (and said person(s) hereby represents that he possesses full power and authority to execute this instrument).

Additional provisions are set forth in the attached Rider, which Rider is incorporated herein and made a part hereof.

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

MORTGAGOR:
Texstore Properties Corp.

By: Daniel T. Cook
Its: Asst. Sec.

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STATE OF TEXAS)
) SS
COUNTY OF DALLAS)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Daniel T. Clark personally known to me to be the Asst. Secretary of Texstate Properties Corp. and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Asst. Secretary he/she signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 20th day of October, 1987.

Deborah A. Allen
Notary Public

My commission expires:

2/24/88

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RIDER TO MORTGAGE

1. Mortgagor hereby waives diligence, presentment, demand for payment, filing of claims with the court in the event of receivership or bankruptcy of Southland, protest or notice of default or non-payment with respect to the Obligations and all demands whatsoever. Mortgagor agrees that its obligations under this Mortgage will not be discharged, except by complete performance and satisfaction of the Obligations. Upon any Event of Default by Southland, as provided in the Credit Agreement, Mortgagee may, subject to the provisions of the Credit Agreement, proceed directly and at once, without notice, against Mortgagor to collect and recover the full amount or any portion of the Obligations, without first proceeding against Southland or any other person, firm or corporation or against any security or collateral for the Obligations, subject to the provisions of the Credit Agreement. Without limiting the generality of the foregoing, Mortgagor hereby waives and relinquishes any and all rights, defenses and benefits limiting the liability of or exonerating guarantors or sureties offered by law.

2. Subject to the provisions of the Credit Agreement, Mortgagee is hereby authorized, without notice or demand and without affecting the liability of Mortgagor to, from time to time, (i) renew, extend, accelerate or otherwise change the time for payment of, or other terms relating to, the Obligations, or otherwise modify, amend or change the terms of any promissory note or any other agreement, document or instrument now or hereafter executed by Southland and delivered to Mortgagee, (ii) accept partial payments on the Obligations, (iii) take and hold security or collateral for the payment of the Obligations or other liabilities of Southland and exchange, enforce, waive and release any such security or collateral, (iv) apply such security or collateral and direct the order or manner of sale thereof as in their discretion they may determine, and (v) settle, release, compromise, collect or otherwise liquidate the Obligations and any security or collateral therefore in any manner, without affecting or impairing the obligations of Mortgagor.

3. Notwithstanding anything to the contrary contained in this Mortgage, the Credit Agreement or any other document executed in connection therewith, the liability and obligation of Mortgagor to perform and observe and make good the obligations contained in this Mortgage shall not be enforced by any suit, action or proceeding (whether at law or in equity) wherein damages or any money judgment shall be sought against Mortgagor, except a foreclosure action against the Mortgaged Property, but any judgment in any such foreclosure action shall be enforceable against Mortgagor only to the extent of Mortgagor's interest in the Mortgaged Property and in the income therefrom and Mortgagee, by accepting this Mortgage, irrevocably waives any and all right to sue for, seek or demand any deficiency judgment against Mortgagor in any such foreclosure action, under or by reason of or

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under or in connection with this Mortgage, the Credit Agreement or any other document executed in connection therewith.

4. Mortgagor shall be entitled in respect of this Mortgage to the same rights as those available to Southland under the Credit Agreement in respect of any mortgage or deed of trust delivered to Mortgagee thereunder, including, without limitation, Section 12.08 of the Credit Agreement.

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EXHIBIT A

Legal Description of the Land:

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13324 IL
COOK
LA GRANGE
E 47TH ST

Lot 11 and Lot 12 in Elmores 5th Avenue Subdivision of the North ½ of the North ½ of the West ½ of the North East ¼ of Section 9, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

BEING AND INTENDED TO BE the same property conveyed to The Southland Corporation by deed dated December 22, 1971, filed January 4, 1972 as Document No. 21 765 945 of the deed records of Cook County, Illinois.

SUBJECT TO current taxes and assessments not delinquent and taxes and assessments for subsequent years; covenants, restrictions, leases, rights, rights-of-way and easements of record; zoning ordinances or statutes and building, use and occupancy restrictions of public record.

AND IN ADDITION:

Lot 10 in Elmore's Fifth Avenue Subdivision of the North ½ of the North ½ of the West ½ of the North East ¼ of Section 9, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

A.A.O.

Perm Tax. No.: 18-09-200-001 Lot 10
18-09-200-002 Lot 11
18-09-200-003 Lot 12

DEPT-01 RECORDING $25.00

T#1111 TRAN 7669 12/03/87 14:23:00
#7106 # A *-87-642040
COOK COUNTY RECORDER

Address: 47th & La Grange Rd., La Grange, Illinois

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