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MORTGAGE AND SECURITY AGREEMENT

THE MORTGAGOR Nu-Car Carriers, Inc., a Massachusetts corporation having offices at 30800 Telegraph Road, Birmingham, Michigan, Mortgages and Warrants to The First National Bank of Boston, a national banking association having a principal place of business at 100 Federal Street, Boston, Massachusetts 02110, as Agent for itself and those other Banks party to the Loan Agreement (as defined in the Mortgage Rider), (the "Mortgagee") to secure the Obligations (as hereinafter defined), the property described in Attachment A attached hereto and incorporated herein by reference (the "Property") situated in the County of Cook in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

The covenants, agreements, conditions, representations and warranties contained in the Mortgage Rider which is annexed hereto as Schedule I are incorporated herein by reference as if fully set out herein; and all references to the covenants, agreements, conditions, representations and warranties contained in this Mortgage shall be deemed include the covenants, agreements, conditions, representations and warranties contained herein and in said Mortgage Rider.

The Mortgagor further covenants and agrees as follows:

- (A) The term "Obligations" as used herein shall have the meaning set forth in the Mortgage Rider attached hereto and shall also include any and all advances, costs or expenses paid or incurred by the Mortgagee to protect any or all of the Property, perform any obligation of the Mortgagor hereunder or collect any amount owing to the Mortgagee which is secured hereby; any and all other liabilities, obligations and indebtedness, howsoever created, arising or evidenced, direct or

This instrument prepared by
~~and after recording return~~

Wendy B. Davis, Esq.
Bingham, Dana & Gould
100 Federal Street
Boston, Massachusetts 02110
(617) 348-8000

Permanent Tax Index
Numbers:

- * 26-31-301-013 Vol. 304
- * 26.31.415-003 Vol. 304

13511 S Torrence Ave
Chicago, IL

J.M.

Box 430

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indirect, absolute or contingent, recourse or "non-recourse", now or hereafter existing or due or to become due, owing by the Mortgagor to the Mortgagee (provided, however, that the maximum amount included within the Obligations on account of principal shall not exceed the sum of an amount equal to \$500,000,000.00 plus the total amount of all advances made by the Mortgagee to protect the Property and the security interest and lien created hereby; plus the amount due on any indemnity given by the Mortgagor contained herein or in the other Mortgage Instruments, or the Loan Agreement (all of which terms are defined in the Mortgage Rider); plus interest on all of the foregoing; and all costs of enforcement and collection of this Mortgage and the other such Instruments and Agreements).

- (B) The Mortgagee shall have the following remedies, upon and during the continuance of an Event of Mortgage Default (as defined in the Mortgage Rider) and to the extent provided by applicable law, in addition to the remedies hereinafter and in the Mortgage Rider set forth, whether such Event of Mortgage Default shall occur before or after institution of legal proceedings to foreclose the lien of this Mortgage or before or after sale thereunder: (i) enter and take actual possession of the Property, the rents and the leases, or any part thereof, personally, or by its agents or attorneys, and exclude the Mortgagor therefrom; (ii) with or without process of law, enter upon and take and maintain possession of all of the documents, books, records, papers and accounts of the Mortgagor relating thereto; (iii) as attorney-in-fact or agent of the Mortgagor, or in its own name as the Mortgagee and under the powers herein granted, hold, operate, manage and control the Property, the rents and the leases relating thereto and conduct the business, if any, thereof either personally or by its agents, contractors or nominees, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of the rents relating thereto (including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent); (iv) cancel or terminate any lease for any cause or on any ground which would

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entitle the Mortgagor to cancel the same; (v) elect to disaffirm any lease made subsequent hereto or subordinated to the lien hereof (except to the extent, if any, the Mortgagee has expressly agreed otherwise in writing); (vi) make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments and improvements to the Property that, in its discretion, may seem appropriate; (vii) insure and reinsure the Property for all risks incidental to the Mortgagee's possession, operation and management thereof; and (viii) receive all such rents and proceeds, and perform such other acts in connection with the management and operation of the Property, as the Mortgagee in its reasonable discretion may deem proper, the Mortgagor hereby granting the Mortgagee full power and authority to exercise each and every one of the rights, privileges and powers contained herein at any and all times after and during the continuance of any Event of Mortgage Default without notice to the Mortgagor or any other person. The Mortgagee, in the exercise of the rights and powers conferred upon it hereby, shall have full power to use and apply the rents to the payment of or on account of the following, in such order as it may determine: (1) to the payment of the operating expenses of the Property, including the cost of management and leasing thereof (which shall include reasonable compensation to the Mortgagee and its agents or contractors, if management be delegated to agents or contractors, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance herein above authorized; (2) to the payment of taxes, charges and special assessments, the costs of all repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Property, including the cost from time to time of installing, replacing or repairing the Property, and of placing the Property in such condition as will, in the judgment of the Mortgagee, make it readily rentable; and (3) to the payment of any Obligations.

Upon and during the continuance of any Event of Mortgage Default, the Mortgagee shall also have the right, immediately or at any time thereafter

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(in the Mortgagee's sole discretion), to foreclose this Mortgage. Upon the filing of any complaint for that purpose, the court in which such complaint is filed may, upon application of the Mortgagee or at any time thereafter, either before or after foreclosure sale, and without notice to the Mortgagor or to any party claiming under the Mortgagor and without regard to the solvency or insolvency at the time of such application of any person then liable for the payment of any of the Obligations, without regard to the then value of the Property, and without the requirement of any bond therefor, be entitled on its motion to the appointment of a receiver of the Property, with power to take possession, charge and control of the Premises, to lease the same, to keep the buildings thereon insured and in good repair, and to collect all rents during the pendency of such foreclosure suit, and, in case of foreclosure sale and a deficiency during any period of redemption. The court may from time to time, authorize said receiver to apply the net amounts remaining in his hands, after deducting reasonable compensation for the receiver and his counsel as allowed by the court, in payment (in whole or in part) of any or all of the Obligations, including, without limitation, the following, in such order of application as the Mortgagee in its sole and unreviewable discretion may elect: (i) amounts due upon the Obligations; (ii) amounts due upon any decree entered in any suit foreclosing this Mortgage; (iii) costs and expenses of foreclosure and litigation relative to the Property; (iv) insurance premiums, repairs, taxes, special assessments, water charges and interest, penalties and costs, in connection with the Property; (v) any other lien or charge upon the Property that may be or become superior to the lien of this Mortgage, or of any decree foreclosing the same; and (vi) all moneys advanced by the Mortgagee to cure or attempt to cure any Default or Event of Mortgage Default by the Mortgagor in the performance of any obligation or condition contained in the other Mortgage Instruments, or the Loan Agreement or this Mortgage or otherwise, to protect the security hereof provided herein or in the other Mortgage Instruments and the Loan Agreement, with interest on such advances at the interest rate applicable after maturity as provided in the Loan Agreement. The overplus of

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the proceeds of sale, if any, shall be paid to the Mortgagor. This Mortgage may be foreclosed once against all, or successively against any portion or portions, of the Property, as the Mortgagee may elect, until all of the Property has been foreclosed against and sold. In case of any foreclosure of this Mortgage (or the commencement of any preparation therefor) in any court, all expenses of every kind paid or incurred by the Mortgagee for the enforcement, protection or collection of this security, including court costs, reasonable attorneys' fees, stenographers' fees, costs of advertising, and costs of title insurance and any other documentary evidence of title, shall be paid by the Mortgagor.

- (C) Notwithstanding anything contained in this Mortgage, the Mortgagee shall not be obligated to perform or discharge, and does not hereby undertake to perform or discharge, any obligation, duty or liability of the Mortgagor, whether hereunder or under any of the leases or otherwise, and the Mortgagor hereby agrees to indemnify against and hold the Mortgagee harmless of and from: any and all liabilities, losses or damages which the Mortgagee may incur or pay under or with respect to Property by reason of its exercise of rights hereunder.
- (D) This Mortgage is granted to secure future advances under a revolving line of credit and loans from the Mortgagee to the Mortgagor, as provided in the Loan Agreement. All advances, disbursements or other payments required by or provided in such Agreement are obligatory advances up to the credit limits established therein and shall, to the fullest extent permitted by law, have the same priority as if advanced on the date that this Mortgage is recorded.
- (E) The Mortgagor, on behalf of itself and all persons now or hereafter interested in the Property, to the fullest extent permitted by applicable law hereby waives all rights under all appraisement, homestead, moratorium, valuation, exemption, stay, reinstatement, extension, redemption and marshalling statutes, laws or equities now or hereafter existing, and the Mortgagor agrees that no defense, claim or right based on any thereof will be asserted, or may be enforced, in any

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action enforcing or relating to this Mortgage or any of the Property. Without limiting the generality of the preceding sentence, the Mortgagor, to the fullest extent permitted by law, on its own behalf and on behalf of each and every person acquiring any interest in or title to the Property, or any thereof, subsequent to the date of this Mortgage, hereby irrevocably waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage or under any power contained herein or under any sale pursuant to any statute, order, decree or judgment of any court.

(F) Upon full payment and performance of the Obligations, this Mortgage shall terminate and be null and void.

Dated this 25th day of June, 1987

NU-CAR CARRIERS, INC.

By: [Signature] (Seal)

Title: Secretary (Seal)

By: [Signature] (Seal)

Title: Asst. Sec (Seal)

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COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK)

I, Amy J. Fisher, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that ANTHONY A. MICHEL, SECRETARY

personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 21st day of June, 1987.

(Impress Seal Here)

Amy Fisher

Notary Public

AMY J. FISHER Notary Public
My Commission Expires June 30, 1989

Commission Expires _____

PREPARED BY HAND

Address of Property:

13511 South Torrence Avenue
Chicago, Cook County, Illinois

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Schedule I

MORTGAGE RIDER

Rider attached to and made a part of certain Mortgage dated as of the 25th day of June, 1987 by and between Nu-Car Carriers, Inc., a Massachusetts corporation, (the "Mortgagor") and The First National Bank of Boston, as Agent, (the "Mortgagee").

With intent to be legally bound, the Mortgagor, the Trustee, and the Mortgagee agree that the following terms and conditions are herein made a part of said Mortgage as an integral part thereof. The provisions of this Rider are supplementary to the provisions of the Mortgage to which this Rider is attached and to the extent any provision of this Rider deals with the same subject matter as similar provisions of the Mortgage, the provisions hereof are to be construed to expand such similar provisions and not to limit the general application of any general provision contained in the Mortgage. Unless otherwise defined herein, capitalized terms used in the Mortgage and this Mortgage Rider shall have the meanings assigned to them in the Loan Agreement (as defined hereafter) unless the context clearly indicates otherwise.

§1. Certain Covenants and Conditions

The Mortgagor covenants and agrees as follows:

- §1.1. Application of Insurance Proceeds. The proceeds of any hazard insurance shall, at the option of the Holder, be applied to or toward the indebtedness secured hereby in such order as the Holder may determine; or if the Holder shall require repair of that part of the Property so damaged by such insured hazard, the Holder shall release to the Mortgagor insurance proceeds paid to it upon such conditions as the Holder may prescribe and upon completion of such repair shall, at the Holder's option, apply any excess insurance proceeds to or toward the indebtedness secured hereby in such order as the Holder may determine or release the same to the Mortgagor. Notwithstanding the foregoing, prior to the

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occurrence and continuance of an Event of Mortgage Default, the proceeds of such hazard insurance shall be added to and (except for amounts collected or received which do not exceed \$50,000.00 in any one occurrence, which shall be released to the Mortgagor) disposed of in the same manner as proceeds of insurance from tangible assets other than Revenue Equipment as set forth in Section 4(e) of the Security Agreement.

§1.2. Condemnation. The awards of damages on account of any condemnation for public use of or injury to the Property shall be paid to the Holder. Such awards shall, at the option of the Holder, be applied to or toward the indebtedness secured hereby in such order as the Holder may determine, in which event the Mortgagor shall be relieved of the obligation to repair to the extent of the repair of the part of the Property which remains and which has been damaged or injured by such public action, or if the Holder shall require restoration of that part of the Property which remains, the Holder shall release to the Mortgagor such awards paid to it upon such reasonable conditions as the Holder may prescribe, but not more than such portion of such awards as may be required to repair such damage or injury. Any balance remaining shall be applied by the Mortgagee to or toward the indebtedness secured hereby in such order as the Holder may determine. Notwithstanding the foregoing, prior to the occurrence and continuance of an Event of Mortgage Default, any award shall be added to and (except for amounts collected or received which do not exceed \$50,000.00 in any one condemnation proceeding, which shall be released to the Mortgagor) disposed of in the same manner as proceeds of insurance from tangible assets other than Revenue Equipment as set forth in Section 4(e) of the Security Agreement.

§1.3. Waiver and Modification; Fees and Expenses in Event of Redemption or Foreclosure. Whether or not for additional interest or other consideration paid or payable to the Holder, no forbearance on the part of the Holder or extension of the time for the payment of the whole or any part of the obligations secured hereby, whether oral or in writing, or any other indulgence given by the

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Holder to the Mortgagor or to any other party claiming any interest in or to the Property, shall operate to release or in any manner affect the liability of the Mortgagor, or the priority of this Mortgage or to limit, prejudice or impair any right of the Holder, including, without limitation, the right to realize upon the security, or any part thereof, for the Obligations secured hereby or any of them, notice of any such extension, forbearance or indulgence being hereby waived by the Mortgagor and all those claiming by, through or under the Mortgagor. No consent or waiver, express or implied, by the Holder to or of any default by the Mortgagor shall be construed as a consent or waiver to or of any further default in the same or any other term, condition, covenant or provision of this Mortgage or of the Obligations secured hereby.

§1.4. Fixtures and Equipment; Financing Statement. This Mortgage constitutes a security agreement under the Uniform Commercial Code and creates a security interest in all property (and proceeds and products thereof) included in the Property which might otherwise be deemed "personal property." Mortgagor hereby grants to Mortgagee a security interest in all such personal property, fixtures and Building Service Equipment, and all proceeds and products thereof as described in Attachment A to the Mortgage. It is intended by the Mortgagor and Mortgagee that this Mortgage be effective as a financing statement filed as a fixture filing.

§1.5 Assignment of Rents, Issues and Profits.

A. Mortgagor does hereby irrevocably assign and set over unto Mortgagee all right, title and interest of Mortgagor in any and all leases, licenses or other grants of right to use the Property or any portion thereof, now existing or hereafter entered into, and all rents resulting therefrom. Mortgagor does hereby irrevocably appoint Mortgagee and/or its attorney or agent to collect the rents, without suit, and apply the same, less all expenses of collection, to all indebtedness secured hereby in such manner as Mortgagee may elect; provided, that so long as no Event of Mortgage Default exists or is continuing,

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Mortgagor may continue to collect and enjoy all rents, and extend, modify, amend, and or renew any lease and deal with any lessee in any manner, without accountability to Mortgagee.

- B. In connection with the foregoing, Mortgagor hereby irrevocably authorizes Mortgagee to endorse Mortgagor's name on checks, bank drafts, etc. received by Mortgagee in payment of the rents after and during the continuance of an Event of Mortgage Default. This assignment of rents and power of attorney is irrevocable and coupled with an interest. No liability shall attach to Mortgagee for failure, refusal or inability to collect any rents herein assigned, for the manner of collection thereof (subject to applicable law) or for the failure on the part of Mortgagee to perform any of Mortgagor's obligations as landlord under any lease with respect to the Property.

- §1.6. Sale or Lease. Mortgagor may sell, lease, or otherwise dispose of the Property or an interest in the Property in accordance with Section 11.3 of the Loan Agreement.

§2. Default and Remedies

- §2.1. Default. An Event of Default, as described in the Loan Agreement, shall be an Event of Mortgage Default under this Mortgage.
- §2.2. Remedies. Upon the occurrence and during the continuance of an Event of Mortgage Default the Holder shall have all remedies provided in the Mortgage and in this Mortgage Rider and in the Loan Agreement together with all other remedies now or hereafter permitted by law. No remedy herein conferred on the Holder is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing.
- §2.3. Right of Holder to Cure Default. The Holder shall have the right, but without any obligation so to do, to cure any Event of Mortgage Default, or any

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Default (as defined in the Loan Agreement) before it becomes an Event of Mortgage Default, for the account of the Mortgagor and, to the fullest extent permissible according to law, apply any funds credited by or due from the Holder to the Mortgagor against the same (without any obligation first to enforce any other rights of the Holder, including, without limitation, any rights under the Obligations or this Mortgage, or any guarantee thereof, and without prejudice to any such rights). Without limiting the generality of the foregoing, the Mortgagor hereby authorizes the Holder upon the occurrence and during the continuance of a Default or an Event of Mortgage Default, to pay all taxes, sewer use fees, water rates and assessments, with interest, costs and charges accrued thereon, upon the Property, or any part thereof which become due and payable; to pay the premiums for any insurance required hereunder which become due and payable; to incur and pay reasonable expenses in protecting its rights hereunder and the security hereby granted; to pay any balance due under any Security Agreement on any fixtures and equipment included as a part of the Property; and the payment of all amounts so incurred shall be secured hereby as fully and effectually as any other obligation of the Mortgagor secured hereby. To the fullest extent permissible according to law, and when and as hereunder authorized, the Holder may apply to any of these purposes, or to the repayment of any amounts so paid by the Holder, any sums paid on the Obligations or this Mortgage by the Mortgagor as interest or otherwise.

§2.4. Certain Terms of Foreclosure Sale At any foreclosure sale, any combination, or all, of the Property or security given to secure the indebtedness secured hereby, may be offered for sale for one total price, and the proceeds of such sale accounted for in one account without distinction between the items of security or without assigning to them any proportion of such proceeds, the Mortgagor hereby waiving the application of any doctrine of marshalling; and, in case the Holder, in the exercise of the power of sale herein given, elects to sell in parts or parcels, said sales may be held from time to time, and the power shall not be fully executed until

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all of the property or security not previously sold shall have been sold.

§2.5. Uniform Commercial Code. If the provisions of the Uniform Commercial Code are applicable to any property or security given to secure the indebtedness secured hereby which is sold in combination with or as a part of the Property, or any part thereof, at one or more foreclosure sales, any notice required under such provisions shall be fully satisfied by the notice given in execution of the power of sale or other provision in accordance with which the sale of real property pursuant to such foreclosure is held.

§2.6. Other Mortgage Instruments. The Obligations secured by this Mortgage may also be secured by various mortgages, security deeds and deeds of trust (collectively, the "Mortgage Instruments") conveying an interest in real estate in other States within the United States. An Event of Mortgage Default in any Mortgage Instrument shall be an Event of Mortgage Default under all Mortgage Instruments. All interests in property conveyed by the Mortgage Instruments are security for the entire indebtedness and other obligations secured by the Mortgage Instruments without allocation of any one or more of the parcels serving as security under the Mortgage Instruments to any part of the Obligations. The Holder may act at the same time or at different times to pursue a remedy or remedies under the Mortgage Instruments or under any of them by proceedings appropriate to the State in which the property serving as security lies, and no such action shall stay or bar enforcement, or be construed as a waiver of, any remedy of the Holder under any other instrument in the same State or another State.

§3. Definitions

The following terms as used herein shall have the following meanings:

"Building Service Equipment" shall mean all apparatus, fixtures and articles of personal property now or hereafter owned by the Mortgagor attached to or used or procured for use in connection with the operation or maintenance of

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any building, structure or other improvement located on the Property including, but without limiting the generality of the foregoing, all engines, furnaces, boilers, stokers, pumps, heaters, tanks, dynamos, motors, generators, switchboards, electrical equipment, heating, plumbing, lifting and ventilating apparatus, air-cooling and air-conditioning apparatus, gas and electric fixtures, elevators, escalators, fittings, and machinery and all other equipment of every kind and description, used or procured for use in the operation of any building standing on the Property (except apparatus, fixtures or articles of personal property belonging to lessees or other occupants of said building or to persons other than the Mortgagor) together with any and all replacements, proceeds and products thereof and additions thereto.

"Event of Mortgage Default" see Section 2.1.

"Holder" as used herein, shall mean, as appropriate, the Mortgagee, Trustee or Grantee named at the beginning of this instrument, and any subsequent holder or holders or trustee of this Mortgage, and any state or county official engaged in any part of the enforcement of the lien of this Mortgage, and shall also mean, as appropriate, any Beneficiary named at the beginning of this instrument and any subsequent owner or owners of such Beneficiary's interest in the Property and under this instrument. Such Beneficiaries (if any) may remove the Trustee (if any) at any time or from time to time and select a successor trustee. In the event of the death, removal, resignation, refusal to act or inability to act of such Trustee, or in its sole discretion for any reason whatsoever, such Beneficiaries may, without notice and without specifying any reason therefor and without applying to any court, select and appoint a successor trustee, and all the powers, rights, duties and authority of such Trustee, as aforesaid, shall thereupon become vested in such successor or take such other action authorized by the Loan Agreement.

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"Loan Agreement" shall mean that certain Revolving Credit and Term Loan Agreement dated as of even date herewith by and among the Mortgagor, certain other Companies, as defined in the Loan Agreement, the Mortgagee, and certain other financial institutions parties thereto, (collectively the "Banks") and the Mortgagee acting as Agent for the Banks as the same may be amended, extended or restated from time to time.

"Mortgage", as used herein, shall include a deed of trust or security deed, as applicable.

"Mortgage Instruments" shall have the meaning set forth in Section 2.6.

"Mortgagor", as used herein, shall mean the person or persons named at the beginning of this instrument as the Mortgagor, Trustor, or Grantor and any subsequent owner or owners of the equity of redemption of the Property. Where more than one person constitutes the Mortgagor, provisions in the Mortgage with reference to bankruptcy or insolvency or the like shall refer to each of the persons who at that time constitutes the Mortgagor, so that if, for example, but without limitation, any person who is one of the persons who constitute the Mortgagor shall file a petition in bankruptcy, such filing shall be treated as a breach of condition of this Mortgage.

"Notes" shall mean the Revolving Credit Notes, Working Capital Note, and the Term Notes.

"Obligations" shall mean all the liabilities and obligations of the Mortgagor under the Loan Agreement, the Security Agreement, the Revolving Credit Notes, the Term Notes and the Working Capital Note, and reimbursement obligations in respect of Letters of Credit, as defined in the Loan Agreement, as well as any and all other obligations of the Mortgagor and the Companies to the Mortgagee, whether direct or indirect, absolute or contingent, now or hereafter arising pursuant to the terms of the above referenced documents. So long as the Mortgagor has complied with the applicable provisions of the Loan Agreement, all advances of Revolving Credit Loans and Term Loans are obligatory.

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"Permitted Encumbrances" shall mean those encumbrances described on Schedule B to the title insurance policy insuring title to the Property and delivered by the Mortgagor to the Mortgagee of even date herewith, and incorporated herein and the encumbrances permitted pursuant to Section 11.2 of the Loan Agreement.

"Property" shall have the meaning set forth in Attachment A to the form of Mortgage to which this Rider is attached.

"Revenue Equipment" shall have the meaning set forth in the Security Agreement.

"Revolving Credit Notes" shall mean those certain promissory notes in the original aggregate principal amount of \$348,000,000.00 executed and delivered by the Mortgagor and the Companies, jointly and severally, dated as of even date herewith as the same may be amended or restated from time to time.

"Security Agreement" shall mean that certain Security Agreement dated as of even date herewith by and among the Mortgagor, the other Companies (as defined in the Loan Agreement), and the Mortgagee, as the same may be amended from time to time.

"Term Notes" shall mean those certain promissory notes in the original aggregate principal amount of \$152,000,000.00 payable in quarterly installments of principal, applied pro rata among the Banks, executed and delivered by the Mortgagor, and the Companies, jointly and severally, dated as of even date herewith, having a final maturity date of March 31, 1992, as the same may be amended or restated from time to time.

§4. Miscellaneous

§4.1. Notices.

(a) All notices, requests and other communications made or required to be given pursuant to this Agreement shall be in writing and shall be mailed by United States first-class mail,

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postage prepaid, sent by overnight courier service guaranteeing next business day delivery, or sent by telex or telecopy confirmed by letter, addressed as provided below:

(i) if to the Mortgagor, at 30800 Telegraph Road, Birmingham, Michigan 48010, or at such other address for notice as the Mortgagor shall last have furnished in writing to the Person giving such notice with a simultaneous copy delivered in the same manner to Leaseway Transportation Corp., 3700 Park East Drive, Cleveland, Ohio 44115, Attention: Corporate Law Department;

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(ii) if to the Mortgagee at 100 Federal Street, Boston, Massachusetts 02110, Attention: Richard H. Hawkins, Vice President, Transportation Division, or at such other address for notice as the Mortgagee shall last have furnished in writing to the person giving such notice.

Any notice provided for herein shall become effective on the day of its receipt, if a Bank Business Day (as defined in the Loan Agreement), or if not a Bank Business Day, the next succeeding Bank Business Day.

§4.2. Successors and Assigns; Joint and Several Liability; Partial Invalidity. All the covenants and agreements of the Mortgagor herein contained shall be binding upon the Mortgagor and the successors and assigns of the Mortgagor; and, where more than one person constitutes the Mortgagor, the liability of such persons under this Mortgage for the obligations set forth herein shall be joint and several. In case any one or more of the provisions of this Mortgage and/or Rider may be found to be invalid, or unenforceable for any reason or in any respect, such invalidity or unenforceability shall not limit or impair enforcement of any other provision thereof.

§4.3. Future Loans. This Mortgage shall cover and be security for any future loans or advances that may be made by the Holder to Mortgagor, at any time or times hereafter which shall constitute Obligations, whether or not any reference is made to this Mortgage at the time that such loans or

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advances shall be added to the indebtedness secured hereby but shall bear interest in accordance with the Notes and shall be repaid at the rate specified in the Loan Agreement or other evidence of indebtedness made in connection with such loan or advance pursuant to the Loan Agreement.

§4.4. Captions. Section headings are inserted for convenience of reference only, do not form part of this Mortgage and shall be disregarded for purposes of the interpretation of the terms of this Mortgage.

§4.5. Governing Law. The Loan Agreement, the Notes and the obligations evidenced and governed thereby are and shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. However, the perfection and enforcement of the security interest under the Mortgage and any financing statements filed in connection herewith shall be governed by and construed in accordance with the laws of the State in which the Property is located, except that interest on any advances made by the Mortgagee for any reason under this Mortgage shall be governed by Massachusetts law because such advances shall constitute Obligations and shall bear interest in accordance with the Notes.

§4.6. Conflict with Loan Agreement. In the event that there is a conflict between the provisions of this Mortgage and the provisions of the Loan Agreement, the provisions of the Loan Agreement shall control.

§4.7. Discharge of Mortgage. Notwithstanding anything herein to the contrary, this Mortgage, Mortgage Rider, and Attachment, and related financing statements shall be terminated and cancelled and discharged of record upon the sale of this Property in accordance with Section 11.3 of the Loan Agreement, regardless of whether or not Obligations are outstanding.

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ATTENTION:
RECORD THE REMAINDER
OF THIS DOCUMENT

Attachment A

(a) All those certain tracts or parcels of land more particularly described and set forth in Exhibit A-1 et. seq. attached hereto and made part hereof (the "Premises");

(b) All and singular the tenements, hereditaments, easements, appurtenances, passages (and all waters, water courses and riparian rights, if any), pipes, conduits, electrical and other utility lines, other rights, liberties and privileges thereof or in any way now or hereafter appurtenant to the Premises, including any other claim at law or in equity as well as any after acquired title, franchise or license and the reversion and reversions and remainder and remainders thereof, and all of the estate, right, title, claim or demand whatsoever of the Mortgagor therein and in the streets, ways and areas adjacent thereto;

(c) All buildings and other improvements of every kind and description now or hereafter erected or placed on the Premises or any part thereof by Mortgagor (as defined in the Mortgage Rider, attached to the Mortgage as Schedule 1), and owned by Mortgagor and all materials owned by Mortgagor intended for construction, reconstruction, alteration and repairs of such improvements owned by Mortgagor now or hereafter erected thereon, all of which materials shall be deemed to be included within the Property (as defined below)

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immediately upon the delivery thereof to the Premises, and all fixtures, Building Service Equipment (as defined in Schedule I attached to the Mortgage), and other equipment, vehicles, furniture, furnishings and articles of personal property now or hereafter owned by the Mortgagor and attached to or contained in or used in connection with the operation, occupancy and maintenance of such buildings and improvements, and the conduct of Mortgagor's business thereon and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Premises or such buildings and improvements in any manner; it being mutually agreed that all the aforesaid property owned by Mortgagor and placed by it on the Premises shall, so far as permitted by law, be deemed to be affixed to the building or buildings and improvements and covered by this Mortgage;

(d) All of the estate, right, title and interest now owned or hereafter acquired by the Mortgagor in and to any and all sidewalks and alleys, and all strips and gores of land, adjacent to or in connection with the Premises;

(e) All right, title and interest of Mortgagor in and to any and all present and future leases and licenses of space in the buildings and improvements now or hereafter erected on the Premises (collectively "leases", individually "lease") and the rents, issues and profits payable

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thereunder, all of which are hereby assigned to Mortgagee (as defined in the Mortgage Rider attached to the Mortgage as Schedule I) subject, however, to the right of Mortgagor to receive and use the same until an Event of Mortgage Default shall have occurred and be continuing together with all the rights and privileges of the Mortgagor as landlord thereunder;

(f) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, but without limitation, proceeds of insurance provided for in this Mortgage and proceeds of condemnation awards and awards for restriction of access to, or change of grade of, streets subject, however, to the right of Mortgagor to receive and use the same until an Event of Mortgage Default shall have occurred and be continuing;

(g) All the rents, revenues, issues, income and profits of the Premises and the buildings and improvements now and hereafter erected thereon, all of which are hereby assigned to the Mortgagee subject, however, to the right of the Mortgagor to receive and use the same until an Event of Mortgage Default shall have occurred and be continuing under this Mortgage or the Obligations.

(h) All proceeds and products of the foregoing of every type.

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All of the foregoing described property, rights, privileges, interests and franchises of the Mortgagor herein granted and mortgaged are intended to be, and are collectively referred to herein as the "Property".

Property of Cook County Clerk's Office

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Nu-Car Carriers, Inc.
Chicago
Cook County
Illinois

EXHIBIT A-1

Two parcels of land with the buildings thereon situated in the City of Chicago, Cook County, Illinois more particularly described as follows:

That part of the South half of Section 31, Township 37 North, Range 15, East of the Third Principal Meridian, lying West of the Southwesterly line of the right of way of the now or formerly New York, Chicago, and St. Louis Railroad Company, lying East of a line 50 feet East of and Parallel with the West Line of Section 31, aforesaid, lying North of a line 1710.4 feet North of and parallel with the South line of said Section 31 (except the North 680 feet thereof); together with that part of the South 310 feet of the North 680 feet of the South half of said Section 31, lying West of a line drawn at right angles to the South line of the North 370 feet of the North 680 feet of the South half of said Section 31 through a point 615.04 feet (as measured along said South line of the North 370 feet) East of the East line of the West 50 feet of said Section 31.

PARCEL 2:

Easement for the benefit of Parcel 1 as created by Easement Grant from Ford Motor Company, a Corporation of Delaware to Nu-Car Carriers, a Massachusetts Corporation dated March 16, 1983 and recorded March 18, 1983 as Document 26540748 over the following described land:

That part of the South 30 feet of the North 370 feet of the South half of Section 31, Township 37 North, Range 15 East of the Third Principal Meridian, lying West of a line drawn at right angles to the South line of the North 370 feet of the North 680 feet of the South half of said Section 31 through a point 615.04 feet (as measured along said South line of the North 370 feet) East of the East line of the West 50 feet of said Section 31; lying East of a line 50 feet East of parallel with the West line of Section 31 aforesaid all in Cook County, Illinois.***

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COOK COUNTY RECORDER

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