83104389

State of Illinois
County of Cook
EC

TERM AND OPEN END LEASEHOLD MORTGAGE

THIS MORTGAGE ("Mortgage") dated as of the 16th day of January, 1989 made by THE SOUTHLAND CORPORATION, a Texas corporation ("Southland" or "Mortgagor"), having its chief executive office at 2828 North Haskell Avenue, Dallas, Texas 75204 in favor of CITICORP NORTH AMERICA, 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, dated as of July 31, 1987, as amended and restated November 5, 1987, and as further amended from time to time thereafter (as so amended, the "Credit Agreement") 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, 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 $2,000,000,000.00, 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.

NOW, THEREFORE, in consideration of the premises contained herein and to secure the payment and performance

83104389

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

BOX 334

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 and mortgage to Mortgagee, its successors and assigns and grant a security interest to Mortgagee, its successors and assigns, in all of the Mortgagor's interest as Lessee (the "Leasehold Estate") under certain leases (the "Lease") of the real estate (the "Land") described on Exhibit A, attached hereto and made a part hereof. (The Land and the improvements, buildings and structures thereon are hereinafter referred to as 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 and all other rights and privileges thereunto belonging or appertaining and all extensions, additions, improvements, betterments, renewals, substitutions and replacements co or of any of the foregoing. (The rights and interests described in subparagraphs (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 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

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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 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 any 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 all proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Real Property. (All of the Mortgagor's right, title and interest in and to the Real Property, whether included in the Leasehold Estates or otherwise, together with the rights and interests described in this paragraph, shall hereinafter be referred to as 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 Premises 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 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 and all revenues and royalties under any oil, gas, or mineral leases relating to the Mortgaged Property) under any and all present and future subleases, 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 subleases and agreements (including all Mortgagor's rights under any contracts for the sale of any portion of the Mortgaged Property). Mortgagee hereby grants to Mortgagor the right to collect the rents and other amounts due under such subleases, 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 subleases 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 subleases, land sale contracts and other agreements relating to the ownership or occupancy of any part of the Mortgaged 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 subtenants, 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 subleases 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, 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

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reserves the right and privilege (but assumes no obligation), after the occurrence of an Event of Default, 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 relating to 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 sublessor under any sublease 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 Leasehold Estate (as provided in the Credit Agreement), subject to the full fee simple interest of the fee owner thereof to the extent set forth in the Lease and that Mortgagor has 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 Leasehold Estate against all claims.

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

1. <u>Remedies of Mortgagee</u>. 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) <u>Mortgagee's Power of Enforcement</u>. 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 instruments 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 by 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, 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 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, 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.

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 request of the Mortgagor, without notice to 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 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 Liabilities and other such extensions of credit made to Mortgagor after this Mortgage is delivered for recordation in

the official records of the county in which the Mortgaged Property is located. 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.

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. Acquisition of Fee Interest. In the event Mortgagor acquires the fee interest in the Mortgaged Property, either pursuant to the terms of the Lease or otherwise, this Mortgage shall continue in full force and effect against the Mortgaged Property until its release of record, and this Mortgage shall become and remain a valid fee mortgage lien on the Mortgaged Property.

20. Defaults Under the Lease. This Mortgage will be void as to any Lease wherein this Mortgage will cause Mortgagor to be in default under such Lease.

18. No Lien Against the Premises. This Mortgage is not intended to create a lien against the Premises but only against Mortgagor's interest in the Mortgaged Property.

19. 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 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).

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

MORTGAGOR:

THE SOUTHLAND CORPORATION,
a Texas corporation

By: John H. Rodgers
Its: Sr. Vice President

ATTEST
Daniel T Clark
Asst Sec

3 9 1 0 4 3 3 9

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 [illegible], personally known to me to be the Sr. President of The Southland Corporation 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 Sr. President 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 27th day of February, 1989.

Deborah A. Allen
Notary Public

My commission expires:

DEBORAH A. ALLEN
Notary Public State of Texas
My Commission Expires 3-10-92

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EXHIBIT A

Legal Description of the Land:

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Location No. 20673
Cook County, Illinois

Exhibit A

The property which is commonly known as 1500 Elmhurst, Mt. Prospect, Cook County, Illinois which is leased by The Southland Corporation under Lease dated December 23, 1977 and which is a portion of the parcel more particularly described as follows:

P. I. No.: 03-27-100-008

Lot 3 in Old Orchard Country Club Subdivision of part of the Northwest 1/4 in Section 27-42-11 and part of the East 1/2 of the Northeast 1/4 Section 28-42-11.

Document No. 21895678

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3 9 1 0 4 3 8 9

Location No. 20191
Cook County, Illinois

Exhibit A

The property which is commonly known as 60 S. Meacham Road, Schaumburg, Cook County, Illinois which is leased by The Southland Corporation under Lease dated June 14, 1977 and which is a portion of the parcel more particularly described as follows:

P. I. No.: 07-24-300-011

Lot 2 in Harbour Landing, a Resubdivision of Lot 1 in Bee Two, a Subdivision of part of the Northwest 1/4, Southwest 1/4, Section 24-41-10.

Document No.T2983419

8 9 1 0 4 3 8 9

Location No. 13358
Cook County, Illinois

Exhibit A

The property which is commonly known as 3701 Central, Glenview, Cook County, Illinois which is leased by The Southland Corporation under Lease dated November 18, 1966 and more particularly described as follows:

P. I. No.: 09-10-201-039

Lot 2 in Arthur T. McIntosh's Glenview West, a Subdivision of part of Northeast Fractional 1/4, Section 10-41-12.
Document 19866106

Location No. 13516
Cook County, Illinois

Exhibit A

The property which is commonly known as 8602 Golf, Des Plaines, Cook County, Illinois which is leased by The Southland Corporation under Lease dated February 28, 1965 and which is a portion of the parcel more particularly described as follows:

P. I. No.: 09-11-300-038

Lands Legal (meets & bounds) approximate Legal

The North 180' of South 225.68' of West 182.33' of East 354' of South 8.89 chains of West 1/2, Southwest 1/4 Fractional, Section 11-41-12.

Location No. 13367
Cook County, Illinois

Exhibit A

The property which is commonly known as 9340 Ballard, Des Plaines, Cook County, Illinois which is leased by The Southland Corporation under Lease dated May 22, 1970 and which is a portion of the parcel more particularly described as follows:

P. I. No.: 09-15-303-008
Lands Legal (meets & bounds)
The East 400.0 feet of the West 534.02 feet (as measured along the South line of Lot 6) of the North 180.0 feet of the South 230.0 feet, measured at right angles, of that part of Lot 6 in Fredrich Meinshausen's Division of Lands, in Sections 15 and 16, Township 41 North, Range 12 East of the Third Principal Meridian, lying North of the center line of Ballard Road, (said center line being also the South line of said Lot 6) and lying East of the West line of the Northeast 1/4 of the Southwest 1/4 of said Section 15,(said line being also the West line of said Lot 6), excepting from the above-described tract the South 200.95 feet (as measured at right angles to the South line thereof) of the West 205.95 feet (as measured at right angles to the West line thereof) in Cook County, Illinois

Location No. 13361
Cook County, Illinois

Exhibit A

The property which is commonly known as 4834 Church Street, Skokie, Cook County, Illinois which is leased by The Southland Corporation under Lease dated September 14, 1967 and more particularly described as follows:

P. I. No.: 10-16-221-038

Lots 469, 470, 471 in Subdivision of Lots 453 and 454 of Church Street and Gross Point Road "L" terminal Subdivision of part of the East 1/2 of the Northeast 1/4 of Section 16-41-13.
Document No. 9100545

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3 9 1 0 4 3 3 9

Location No. 13369
Cook County, Illinois

Exhibit A

The property which is commonly known as 5610 N. Kimball, Chicago, Cook County, Illinois which is leased by The Southland Corporation under Lease dated November 13, 1970 and which is a portion of the parcel more particularly described as follows:

P. I. No.: 13-02-429-035

Lots 15, 16 and 17 in Block 64 of W. F. Kaiser & Company's Byrn Mawr Avenue Addition to Arcadia Terrace, a Subdivision in Sections 1 & 2-40-13.

Document No. 5671408

Location No. 13394
Cook County, Illinois

Exhibit A

The property which is commonly known as 810 S. Elmhurst, Des Plaines, Cook County, Illinois which is leased by The Southland Corporation under Lease dated July 25, 1968 and more particularly described as follows:

P. I. No.: 08-23-201-025

Lands Legal (meets & bounds) approximate Legal

The West 120' of East 170' of South 85' of North 325' of Northeast 1/4 of Northeast 1/4, Section 23-41-11.

Location No. 16087
Cook County, Illinois

Exhibit A

The property which is commonly known as 9985 W. 151st Street, Orlando Park, Cook County, Illinois which is leased by The Southland Corporation under Lease dated February 28, 1972 and which is a portion of the parcel more particularly described as follows:

P. I. No.: 27-16-203-013

The West 300' of North 200' of Lot 1 in Cameno Re'al Unit 2, a Resubdivision of Lot 2 in School Trustees Subdivision of Section 16-36-12 (Ex. the South 485 feet of the West 230 feet of the Northwest 1/4-Northeast 1/4).

Document No. 21390126
Corr.Document No. 21429753

AND
Lots 1-3 in Barry's Subdivision of Lots 35 & 36 in Block 2 in J. Wentworths Subdivision of the South 60 acres of the West 1/2 of the Northwest 1/4 of Section 34-39-14.

Document No. 1272662

8 9 1 0 4 3 8 9

Location No. 17386
Cook County, Illinois

Exhibit A

The property which is commonly known as 2200 S. Torrance Avenue, Sauk Village, Cook County, Illinois which is leased by The Southland Corporation under Lease dated April 18, 1974 and which is a portion of the parcel more particularly described as follows:

P. I. No.: 33-30-302-007

Lot 1 in Indian Hill Commercial Subdivision being a Subdivision of the East 630 feet of the West 730 feet of the South 1/2 of Lot 2 (Ex. the North 540 feet) of the Southwest 1/4 Section 30-35-15.

52.00

-89-104389

3 9 1 0 4 3 3 9

Location No. 22097
Cook County, Illinois

Exhibit A

The property which is commonly known as 1790 W. Algonquin Road, Arlington Heights, Cook County, Illinois which is leased by The Southland Corporation under Lease dated March 23, 1979 and which is a portion of the parcel more particularly described as follows:

P. I. No.: 08-08-401-031, 032, 040, 006

Lands Legal (meets & bounds) and subdivided

Lot 38 in Chante' Claire Subdivision, being a Subdivision in Section 8, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

Together With

That part of Section 8, Township 41 North, Range 11 East of the Third Principal Meridian described as follows: Commencing at a point in the center of Algonquin Road, as travelled, on the East line of said Section 8, 1480.20 feet North of the Southeast corner of said Section 8; thence North 47 degrees, 30 minutes, 00 seconds West, 420.00 feet, along the center of said road as travelled; thence North 69 degrees, 00 minutes, 00 seconds West, 490 feet, along the center of said road as travelled; thence North 68 degrees, 10 minutes, 00 seconds West, 394.04 feet, for the point of beginning; thence North 00 degrees, 18 minutes, 30 seconds West, 275.00 feet; thence North 70 degrees, 35 minutes, 57 seconds West, 747.64 feet; thence Southward on a course being parallel with the West line of the East 3/4 of the East 1/2 of said Section 8, South 00 degrees, 18 minutes, 30 seconds East, 271.95 feet, to a point on the center of Algonquin Road as travelled; thence South 71 degrees, 30 minutes, 00 seconds East, 477.00 feet, along the center of said road as travelled; thence South 68 degrees, 10 minutes, 00 seconds East, 251.96 feet, along the center of said road as travelled, to the point of beginning, except the East 335 feet of the aforementioned land, and excepting that part taken for Algonquin Road, in Cook County, Illinois.

Together With

That part of Section 8, Township 41 North, Range 11 East of the Third Principal Meridian, described as follows: Commencing at the intersection of the West line of the East 3/4 of the East half of said Section 8, being the centerline of Wilke Road and the centerline of Algonquin Road, as originally laid out; thence North 00 degrees 18-1/2 minutes West, along the West line of the East 3/4 of the East half of said Section, 200 feet to a point; thence South 71 degrees, 30 minutes East, 183 feet to a point; thence South 00 degrees 18-1/2 minutes East 200 feet, more or less, to the centerline of Algonquin Road, as originally laid out; thence Northwesterly along the centerline of Algonquin Road, as originally laid out, 183 feet to the point of beginning, excepting therefrom that part taken for Algonquin Road and Wilke Road, in Cook County, Illinois.

3 9 1 0 4 3 8 9

Location No. 26325
Cook County, Illinois

Exhibit A

The property which is commonly known as 3200 S. Wabash Avenue, Chicago, Cook County, Illinois which is leased by The Southland Corporation under Lease dated November 9, 1984 and which is a portion of the parcel more particularly described as follows:

P. I. No.: 17-34-108-039

Lots 1-34, 37-46 (including adjoining vacated alleys) in Block 2 in J. Wentworths Subdivision of the South 60 acres of the West 1/2 of the Northwest 1/4 of Section 34-39-14.
Document No. 5547