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JUNIOR MORTGAGE

THIS MORTGAGE made and entered into this 31th day of May, 1990, by and between MONTGOMERY TANK LINES, INC. ("Mortgagor"), which maintains an office at 3108 Central Drive, Plant City, Florida 33567 and

ALLIED CAPITAL CORPORATION, a District of Columbia corporation; ALLIED VENTURE PARTNERSHIP, a District of Columbia limited partnership; ALLIED CAPITAL CORPORATION II, a District of Columbia corporation; SOUTH ATLANTIC VENTURE FUND, LIMITED PARTNERSHIP, a Delaware limited partnership; and HICKORY CAPITAL CORPORATION, an Alabama corporation, (collectively referred to as "Mortgagee"), who maintain offices and places of business at 1666 K Street, N.W., Suite 901, Washington, D.C. 20006; 1666 K Street, N.W., Suite 901, Washington, D.C. 20006; 1666 K Street, N.W., Suite 901, Washington, D.C. 20006; 614 West Bay Street, Suite 200, Tampa, Florida 33606-2704; and 699 Gallatin Street, Suite A-2, Huntsville, Alabama 35801, respectively.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the Mortgagor does hereby mortgage, sell, grant, assign, and convey unto the Mortgagee, his successors and assigns, all of the following described property situated and being in the

COUNTY of COOK, STATE of ILLINOIS

KNOWN as 7745 West 59th Street, Summit, Ill/no's 60501,

bounded and described as follows:

THE WEST 187.18 FEET OF THE WEST 1497.44 FEET OF LOT 2 IN ROBERT BARTLETT'S INDUSTRIAL SUBDIVISION NO. 1, A SUBDIVISION OF PART OF THE WEST 1/2 LYING WEST OF ARCHER AVENUE OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THE WEST 561.54 FEET OF THE WEST 1497.44 FEET, EXCEPT THE WEST 187.18 FEET THEREOF OF LOT 2 IN ROBERT BARTLETT'S INDUSTRIAL SUBDIVISION NO. 1, A SUBDIVISION OF PART OF THE WEST 1/2 LYING WEST OF ARCHER AVENUE OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT FOR THAT PART CONVEYED FOR ROAD PURPOSES, AS SHOWN IN DOCUMENT NUMBER 18,590,045, IN COOK COUNTY, ILLINOIS.

18-13-100-05-0000

. DEPT-01 RECORDING #18.25
. T07777 TRAN 5121 06/07/90 16:10:00
. 15198 # F *-90-269348
. COOK COUNTY RECORDER

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SUBJECT ONLY TO a Senior Mortgage from Mortgagor to certain Senior Mortgage Note holders securing debts in the aggregate face amount of \$3,000,000;

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Property of Cook County Clerk's Office

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Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

The instrument is given to secure the payments of subordinated debentures dated May 31, 1990 in the face amounts of \$850,000, \$850,000, \$1,025,000, \$150,000 and \$125,000, respectively, signed by MONTGOMERY TANK LINES, INC. and payable to Mortgagee, and any amendment, renewal or extension thereof, however evidenced, with such lawful interest as may be agreed. No amendment, renewal or extension of the indebtedness or change in the terms of interest shall impair in any manner the validity or priority of the Mortgage, nor release Mortgagor from liability.

1. The Mortgagor covenants and agrees as follows:

a. He has received, read and understands the terms of the above referenced debentures and loan agreements.

b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness evidenced by said debentures or any part thereof secured hereby.

f. He will continuously maintain hazard insurance, of such types or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums thereof. All insurance shall be carried in

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companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof, in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable; and shall be secured by the lien of this mortgage.

h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, that he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said debentures, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the debentures or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The Mortgagor covenants and agrees that if he fails to perform any covenant or agreement of this instrument, or if the debt under the debentures or any part thereof shall not be paid when due under the terms of the debentures and other loan agreements, then the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(i) at judicial sale pursuant to the provisions of 28 U.S.C. 2001(a); or

(ii) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such

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sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said debentures). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(iii) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinbefore provided, the mortgagor or any persons in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said debentures, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisal.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said debentures, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said debentures, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be cancelled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the debentures secured hereby.

9. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or

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unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

10. Should the above property be sold or transferred voluntarily, involuntarily, or by operation of law without the prior written consent of Mortgagee, Mortgagee may at its option declare the entire principal and interest remaining on the debentures immediately due and payable. Acceptance by Mortgagee of payments under the debentures after such above sale or transfer shall not constitute a waiver of the rights of this paragraph. The provisions of this paragraph shall apply to the first and all subsequent sales or transfers of all or any part of the above property.

11. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to MONTGOMERY TANK LINES, INC. at 3108 Central Drive, Plant City, FL 33567 and any written notice to be issued to the mortgagee shall be addressed to ALLIED CAPITAL CORPORATION at 1666 K Street, N.W., Suite 901, Washington, D.C. 20006, Attention David P. Parker, Esquire.

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

MONTGOMERY TANK LINES, INC.

Attest:

Robert A. Kneak
Secretary

By:

Sal Cincotta, Pres.
Sal Cincotta, President

Executed and delivered in the presence of the following witnesses:

Bonnie J. Paul
Walter H. [Signature]

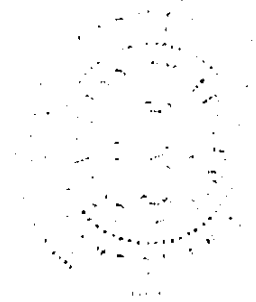
(Add Appropriate Acknowledgement)

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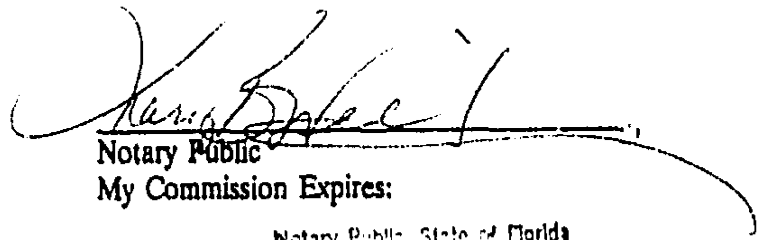
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ACKNOWLEDGMENTS

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

On this 29th day of May, 1990, before me personally came Sal Cincotta, who, being duly sworn, acknowledged to me that he executed the foregoing on behalf of Montgomery Tank Lines in his capacity as President of said corporation with full knowledge and understanding of its contents.



Notary Public
My Commission Expires:

Notary Public, State of Florida
My Commission Expires On 05/21, 1990
Bonded by Western Surety Company

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

On this 29th day of May, 1990, before me personally came Robert R. Kasak, who, being duly sworn, acknowledged to me that he executed the foregoing on behalf of Montgomery Tank Lines in his capacity as Secretary of said corporation with full knowledge and understanding of its contents.


Notary Public
My Commission Expires:

Notary Public, State of Florida
My Commission Expires On 05/21, 1990
Bonded by Western Surety Company

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JUNIOR MORTGAGE

MONTGOMERY TANK LINES, INC.,

Mortgagor

TO

ALLIED CAPITAL CORPORATION
ALLIED VENTURE PARTNERSHIP
ALLIED CAPITAL CORPORATION II
SOUTH ATLANTIC VENTURE LTD PTN
HICKORY CAPITAL CORPORATION,

Mortgagee

RECORDING DATA

RETURN TO:

ALLIED CAPITAL CORPORATION
1666 K Street, N.W., Suite 901
Washington, D.C. 20006
Attn: David P. Parker, Esq.

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