

SITE NO. 108
OREGON-KLAMATH

K-41238

LINE OF CREDIT MORTGAGE (DEED OF TRUST), SECURITY AGREEMENT,
FINANCING STATEMENT AND
ASSIGNMENT OF LEASES AND RENTS

THIS LINE OF CREDIT MORTGAGE (DEED OF TRUST), SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF LEASES AND RENTS ("Deed of Trust"), dated as of March 27, 1989, made by and among GREYHOUND LINES, INC., a Delaware corporation ("Trustor"), having its chief executive office at 901 Main Street, Suite 2500, Dallas, Texas 75202, TICOR TITLE INSURANCE COMPANY OF CALIFORNIA ("Trustee"), having an office at 321 South West Fourth Avenue, Suite 800, Portland, Oregon 97204-2346, SECURITY PACIFIC BUSINESS CREDIT INC., a Delaware corporation ("Beneficiary"), having an office at 140 East 45th Street, New York, New York 10017, in its capacity as Agent (as defined in the Loan Agreement) for itself and the financial institutions that may from time to time constitute Lenders (as defined in the Loan Agreement) under that certain Loan and Security Agreement (the Loan and Security Agreement, together with any and all renewals, extensions, increases and modifications thereof is hereinafter referred to as the "Loan Agreement"), of even date herewith, by and among the Agent, Eagle Bus Manufacturing, Inc., a Delaware corporation, the Lenders and the Trustor.

'89 APR 13 PM 3 45

W I T N E S S E T H:

WHEREAS, pursuant to the terms and provisions of the Loan Agreement, the Lenders have agreed to make certain GLI Term Loans (as defined in the Loan Agreement) to Trustor; and

WHEREAS, pursuant to the terms and provisions of the Loan Agreement, the Lenders have agreed to make certain Revolving Loans (as defined in the Loan Agreement) and to provide for the issuance of certain Letters of Credit (as defined in the Loan Agreement) to or for the benefit of Trustor; and

WHEREAS, the GLI Term Loans, the Revolving Loans and the Letters of Credit shall mature or expire no later than MARCH 31, 1994, except as provided in the Loan Agreement; and

This document was prepared by
and after recording should be
returned to:

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

WHEREAS, as a condition to the extension of certain financial accommodations to Trustor by the Lenders, including, without limitation, the extensions of credit evidenced by the Loan Agreement, Beneficiary has required that Trustor enter into this Deed of Trust and grant to Beneficiary the liens and security interests referred to herein to secure (i) the payment of the principal amount of the GLI Term Loans, together with interest thereon; (ii) the payment of the principal amount of the Revolving Loans, together with interest thereon, and all Letter of Credit Obligations (as defined in the Loan Agreement) as well as all other Obligations, including, but not limited to, Trustor's obligations under the Eagle Guaranty (all as defined and provided in the Loan Agreement) of Trustor to the Lenders; and (iii) all other payment and performance obligations related to this Deed of Trust (the aforesaid Obligations of Trustor to the Lenders, together with the other payment and performance obligations being hereinafter referred to collectively as the "Liabilities"); and

WHEREAS, the Liabilities secured hereby shall not exceed an aggregate principal amount, at any one time outstanding of Two Hundred Million and No/100 Dollars (\$200,000,000.00), provided, that the foregoing limitation shall apply only to the lien upon the real property created by this Deed of Trust, and it shall not in any manner limit, affect or impair any grant of a security interest or other right in favor of the Beneficiary under the provisions of the Loan Agreement or under any other security agreement at any time executed by Trustor;

NOW, THEREFORE, in consideration of the premises contained herein and to secure payment of the Liabilities and in consideration of One Dollar (\$1.00) in hand paid, receipt whereof is hereby acknowledged, Trustor does hereby irrevocably grant, remise, release, alien, convey, mortgage and warrant to TRUSTEE IN TRUST, WITH POWER OF SALE, its successors and assigns, and grant a security interest to Beneficiary, its successors and assigns, in and to the following described real estate (the "Land") in Klamath County, Oregon:

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

which Land, together with all right, title and interest, if any, which Trustor may now have or hereafter acquire in and to all improvements, buildings and structures thereon of every nature whatsoever, is herein called the "Premises."

TOGETHER WITH all right, title and interest, if any, including any after-acquired right, title and interest, and including any right of use or occupancy, which Trustor may now have or hereafter acquire in and to (a) all easements, rights of way, gores of land or any lands occupied by streets, ways,

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, or which hereafter shall in any way belong, relate or be appurtenant thereto, and (b) all hereditaments, gas, oil, minerals (with the right to extract, sever and remove such gas, oil and minerals), and easements, of every nature whatsoever, located in or on the Premises and all other rights and privileges thereunto belonging or appertaining and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or of any of the rights and interests described in subparagraphs (a) and (b) above (hereinafter the "Property Rights").

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 Trustor may now or hereafter acquire in and to all fixtures and appurtenances of every nature whatsoever now or hereafter located in, on or attached to, and used or intended to be used in connection with, or with the operation of, the Premises, including, but not limited to (a) all apparatus, machinery and equipment of Trustor; and (b) all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or of any of the foregoing (the items described in the foregoing (a) and (b) being the "Fixtures"); as well as all personal property and equipment of every nature whatsoever now or hereafter located in or on the Premises, including but not limited to (c) all screens, window shades, blinds, wainscoting, storm doors and windows, floor coverings, and awnings of Trustor; (d) all apparatus, machinery, equipment and appliances of Trustor not included as Fixtures; (e) all items of furniture, furnishings and personal property of Trustor; and (f) all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or of any of the foregoing (c)-(e) (the items described in the foregoing (c)-(f) and any other personal property referred to in this paragraph being the "Personal Property") and in and to the proceeds of the Personal Property. It is mutually agreed, intended and declared that the Premises and all of the Property Rights and Fixtures owned by Trustor (referred to collectively herein as the "Real Property") shall, so far as permitted by law, be deemed to form a part and parcel of the Land and for the purpose of this Deed of Trust to be real estate and covered by this Deed of Trust. 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 Trustor agrees to execute, deliver and file or refile any financing statement, continuation statement, or other instruments Beneficiary 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 Fixtures 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. The remedies for any violation of the covenants, terms and conditions of the agreements herein contained shall be as prescribed in Paragraph 7 hereof and in the Loan Agreement.

TOGETHER WITH all the estate, right, title and interest of the Trustor in and to (i) all judgments, insurance proceeds, awards of damages and settlements resulting from condemnation proceedings or the taking of the Mortgaged Property (as hereinafter defined), or any part thereof, under the power of eminent domain or for any damage (whether caused by such taking or otherwise) to the Mortgaged Property, or any part thereof, or to any rights appurtenant thereto, and all proceeds of any sales or other dispositions of the Mortgaged Property or any part thereof; and (except as otherwise provided herein or in the Loan Agreement) the Beneficiary 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 Loan Agreement; and (ii) all contract rights, general intangibles, actions and rights in action relating to the Mortgaged Property including, without limitation, all rights to insurance proceeds and unearned premiums arising from or relating to damage to the Mortgaged Property; and (iii) all proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Mortgaged Property. (The rights and interests described in this paragraph shall hereinafter be called the "Intangibles.")

As additional security for the Liabilities secured hereby, Trustor does (i) hereby pledge and assign to Beneficiary from and after the date hereof (including any period of redemption), primarily and on a parity with the Real Property, and not secondarily, all the rents, issues and profits of the Real Property 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 Real Property) (the "Rents") under any and all present and future leases, contracts or other agreements relative to the ownership or occupancy of all or any portion of the Real Property, and (ii) except to the extent such a transfer or assignment is not permitted by the terms thereof, does hereby transfer and assign to Beneficiary all such leases and agreements (including all Trustor's rights under any contracts for the sale of any portion of the Mortgaged Property and all revenues and royalties under any oil, gas and mineral leases relating to the Real Property) (the "Leases"). Beneficiary hereby grants to Trustor the right to collect and use the Rents as they become due

and payable under the Leases, but not more than one (1) month in advance thereof, unless an "Event of Default" (as defined in the Loan Agreement) shall have occurred, provided, that the existence of such right shall not operate to subordinate this assignment to any subsequent assignment, in whole or in part, by Trustor, and any such subsequent assignment shall be subject to the rights of the Beneficiary under this Deed of Trust. Trustor further agrees to execute and deliver such assignments of leases or assignments of land sale contracts as Beneficiary may from time to time request. In the event of an Event of Default under the Loan Agreement (1) the Trustor agrees, upon demand, to deliver to the Beneficiary all of the Leases with such additional assignments thereof as the Beneficiary may request and agrees that the Beneficiary may assume the management of the Real Property and collect the Rents, applying the same upon the Liabilities in the manner provided in the Loan Agreement, and (2) the Trustor hereby authorizes and directs all tenants, purchasers or other persons occupying or otherwise acquiring any interest in any part of the Real Property to pay the Rents due under the Leases to the Beneficiary upon request of the Beneficiary. Trustor hereby appoints Beneficiary as its true and lawful attorney in fact to manage said property and collect the Rents, with full power to bring suit for collection of the Rents and possession of the Real Property, giving and granting unto said Beneficiary and unto its agent or attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in the protection of the security hereby conveyed; provided, however, that (i) this power of attorney and assignment of rents shall not be construed as an obligation upon said Beneficiary to make or cause to be made any repairs that may be needful or necessary and (ii) Beneficiary agrees that until such Event of Default occurs as aforesaid, Beneficiary shall permit Trustor to perform the aforementioned management responsibilities. Upon Beneficiary's receipt of the Rents, at Beneficiary's option, it may pay: (1) reasonable charges for collection thereof, costs of reasonably necessary repairs and other reasonable 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 the Rents pursuant to the provisions of the Loan Agreement. This power of attorney and assignment of rents shall be irrevocable until this Deed of Trust shall have been satisfied and released of record and the releasing of this Deed of Trust shall act as a revocation of this power of attorney and assignment of rents. This power of attorney and assignment of rents shall also be revoked upon the completion of a foreclosure sale of the Mortgaged Property or the sale of the Mortgaged Property by power of sale. Beneficiary shall have and hereby expressly reserves the right and privilege (but assumes no obligation) to demand, collect, sue for, receive and recover the Rents, or any part thereof, now existing or hereafter made, and apply the same in accordance with the provisions of the Loan Agreement.

All of the property described above, and each item of property therein described, including, but not limited to, the Land, the Premises, the Property Rights, the Fixtures, the Personal Property, the Real Property, the Intangibles, the Rents and the Leases, is herein referred to as the "Mortgaged Property."

Nothing herein contained shall be construed as constituting the Beneficiary a beneficiary-in-possession in the absence of the taking of actual possession of the Mortgaged Property by the Beneficiary. Nothing contained in this Deed of Trust shall be construed as imposing on Beneficiary any of the obligations of the lessor under any lease of the Mortgaged Property in the absence of an explicit assumption thereof by Beneficiary. In the exercise of the powers herein granted the Beneficiary, except as provided in the Loan Agreement, no liability shall be asserted or enforced against the Beneficiary, all such liability being expressly waived and released by Trustor.

TO HAVE AND TO HOLD the Mortgaged Property, properties, rights and privileges hereby conveyed or assigned, or intended so to be, unto Trustee and Beneficiary, their successors and assigns, forever for the uses and purposes herein set forth. Trustor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws, if any, of the State of Oregon (the "State") and Trustor hereby covenants, represents and warrants that, at the time of the enrolling and delivery of these presents, Trustor is well seised of the Mortgaged Property in fee simple and with lawful authority to sell, assign, convey and mortgage the Mortgaged Property, and that the title to the Mortgaged Property is free and clear of all encumbrances, except as described on Exhibit B attached hereto and made a part hereof, and that, except for the encumbrances set forth on Exhibit B, Trustor will forever defend the same against all lawful claims.

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

1. Payment of Taxes on the Deed of Trust. Without limiting any of the provisions of the Loan Agreement, Trustor agrees that, if the United States or any department, agency or bureau thereof or if the State or any of its subdivisions having jurisdiction shall at any time require documentary stamps to be affixed to this Deed of Trust or shall levy, assess, or charge any tax, assessment or imposition upon this Deed of Trust or the credit or indebtedness secured hereby or the interest of Beneficiary in the Premises or upon Beneficiary by reason of or as holder of any of the foregoing then, Trustor shall pay for such documentary stamps in the required amount and deliver them to Beneficiary or pay (or reimburse Beneficiary for) such taxes,

assessments or impositions. Trustor agrees to exhibit to Beneficiary, at any time upon request, official receipts showing payment of all taxes, assessments and charges which Trustor is required or elects to pay under this paragraph. Trustor agrees to indemnify Beneficiary against liability on account of such documentary stamps, taxes, assessments or impositions, whether such liability arises before or after payment of the Liabilities and regardless of whether this Deed of Trust shall have been released, provided, that following a foreclosure sale or a sale of the Mortgaged Property by power of sale, Trustor shall not be liable for any real estate taxes assessed against the Mortgaged Property, except for any such taxes that relate to a period of time during which Trustor had an interest in the Mortgaged Property.

2. Leases Affecting the Real Property. Without limiting any of the provisions of the Loan Agreement, Trustor agrees faithfully to perform all of its obligations under all present and future leases or other agreements relative to the occupancy of the Real Property at any time assigned to Beneficiary as additional security, and to refrain from any action or inaction which would result in termination of any such leases or agreements (except during the ordinary course of business), or in the diminution of the value thereof or of the rents or revenues due thereunder. All future lessees under any lease of the Real Property, or any part thereof, made after the date of recording of this Deed of Trust shall, at Beneficiary's option and without any further documentation, attorn to Beneficiary as lessor if for any reason Beneficiary becomes lessor thereunder, and, upon demand, pay rent to Beneficiary, and Beneficiary shall not be responsible under such lease for matters arising prior to Beneficiary becoming lessor thereunder.

3. Use of the Real Property. Trustor agrees that it shall not permit the public to use the Real Property in any manner that might tend, in Beneficiary's reasonable judgment, to impair Trustor's title to such property or any portion thereof, or to make possible any claim or claims of easement by prescription or of implied dedication to public use.

4. Indemnification. Trustor shall not use or permit the use of any part of the Real Property for an illegal purpose, including, without limitation, the violation of any environmental laws, statutes, codes, regulations or practices. Without limiting any indemnification Trustor has granted in the Loan Agreement, Trustor agrees to indemnify and hold harmless Beneficiary from and against any and all losses, suits, liabilities, fines, damages, judgments, penalties, claims, charges, costs and expenses (including reasonable attorneys' and paralegals' fees, court costs and disbursements) which may be imposed on, incurred or paid by or asserted against Beneficiary or the Real Property, as the case may be, by reason or on account

of or in connection with (i) the construction, reconstruction or alteration of the Real Property, (ii) any negligence or misconduct of Trustor, any lessee of the Real Property, or any of their respective agents, contractors, subcontractors, servants, employees, licensees or invitees, (iii) any accident, injury, death or damage to any person or property occurring in, on or about the Real Property or any street, drive, sidewalk, curb or passageway adjacent thereto, or (iv) any other transaction arising out of or in any way connected with the Mortgaged Property, provided that Trustor shall not be liable for any event occurring after Trustor ceases to have an interest in the Mortgaged Property.

5. Insurance. Trustor shall, at its sole expense, obtain for, deliver to, assign and maintain for the benefit of Trustee and Beneficiary, until the Liabilities are paid in full, insurance policies as specified in the Loan Agreement. In the event of a casualty loss, the net insurance proceeds from such insurance policies shall be paid and applied as specified in the Loan Agreement.

6. Condemnation Awards. Trustor hereby assigns to Beneficiary, as additional security, all awards of damage resulting from condemnation proceedings or the taking of or injury to the Real Property for public use, and Trustor agrees that the proceeds of all such awards shall be paid and applied as specified in the Loan Agreement.

7. Remedies. Subject to the provisions of the Loan Agreement, during the existence of an Event of Default under the terms of the Loan Agreement, in addition to any rights and remedies provided for in the Loan Agreement, and to the extent permitted by applicable law, the following provisions shall apply:

(a) Beneficiary's Power of Enforcement. It shall be lawful for Beneficiary 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 Beneficiary to the full extent permitted by the State law, and thereupon, to make and execute to any purchaser(s) thereof deeds of conveyance subject to the matters set forth on Exhibit B hereof pursuant to applicable law or (ii) immediately foreclose this Deed of Trust by judicial action. The court in which any proceeding is pending for the purpose of foreclosure of this Deed of Trust 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 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 loans hereby secured are made) for the benefit of Beneficiary, with power to collect the Rents, due and to become due, during such foreclosure suit and the full statutory period of redemption notwithstanding any redemption. The receiver, out of the Rents when collected, may pay costs incurred in the management and operation of the Real 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 reasonably 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. Upon or at any time after the filing of a suit to foreclose this Deed of Trust, the court in which such suit is filed shall have full power to enter an order placing Beneficiary in possession of the Real Property with the same power granted to a receiver pursuant to this subparagraph and with all other rights and privileges of a beneficiary-in-possession under applicable law.

(b) Beneficiary's Right to Enter and Take Possession, Operate and Apply Income. Beneficiary 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 Real Property, expel and remove any persons, goods or chattels occupying or upon the same, to collect or receive all the Rents, 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 Real Property, distribute and apply the remaining net income in accordance with the terms of the Loan Agreement or upon any deficiency decree entered in any foreclosure proceedings.

(c) Sale of Mortgaged Property. Beneficiary shall, at its option, have the right to effect a trustee's sale of the Mortgaged Property in whole or in part in lieu of judicial foreclosure, then the Beneficiary may instruct the Trustee to sell such portion of the Mortgaged Property not theretofore released from the lien of this Deed of Trust as one parcel in its entirety or any part thereof, either in mass or in parcels, at public venture, to the highest bidder for cash in the county in which the Mortgaged Property is situated, first giving notice of the time and place of sale, and a description of the property to be sold, by advertisement published as provided by the laws of the State. The Trustee shall deliver to the purchaser at any such trustee's sale its deed, without warranty, which shall convey to the purchaser the interest in the property which the Trustor has or has the power to convey at the time of the execution of this Deed of Trust or hereafter. The Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of

Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrancers for value.

8. Application of the Rents or Proceeds from Foreclosure or Sale. In any foreclosure of this Deed of Trust by judicial action, or any sale of the Mortgaged Property by advertisement, in addition to any of the terms and provisions of the Loan 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; and

(b) Other Advances. All other items advanced or paid by Beneficiary pursuant to this Deed of Trust; and

(c) Costs, Fees and Other Expenses. All court costs, reasonable attorneys' and reasonable paralegals' fees and expenses, appraiser's fees, advertising costs, filing fees and transfer taxes, notice expenses, expenditures for documentary and expert evidence, reasonable 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 Beneficiary in the reasonable exercise of its judgment may deem necessary. All such expenses shall become additional Liabilities secured hereby when paid or incurred by Beneficiary in connection with any proceedings, including, but not limited to, probate and bankruptcy proceedings, to which Beneficiary shall be a party, either as plaintiff, claimant or defendant, by reason of this Deed of Trust 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 advertisement. The proceeds of any sale (whether through a foreclosure proceeding or Beneficiary's exercise of the power of sale) shall be distributed and applied in accordance with the terms of the Loan Agreement.

9. Cumulative Remedies; Delay or Omission Not a Waiver. Each remedy or right of Beneficiary shall not be exclusive of but shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay in the exercise or omission to exercise any remedy or right accruing on 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 Event of 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 Beneficiary.

10. Beneficiary's Remedies against Multiple Parcels. If more than one property, lot or parcel is covered by this Deed of Trust, and if this Deed of Trust is foreclosed upon, or judgment is entered upon any Liabilities secured hereby, or if Beneficiary exercises its power of sale, execution may be made upon or Beneficiary may exercise its power of sale against any one or more of the properties, lots or parcels and not upon the others, or upon all of such properties or parcels, either together or separately, and at different times or at the same time, and execution sales or sales by advertisement may likewise be conducted separately or concurrently, in each case at Beneficiary's election.

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

12. Notices. Except as otherwise provided herein, all notices, demands and requests that either party is required or elects to give to the other shall be in writing, or by a telecommunications device capable of creating a written record, and any such notice shall become effective (a) upon personal delivery thereof, including, but not limited to, delivery by overnight mail and courier service, (b) four (4) days after it shall have been mailed by United States mail, first class, certified or registered, with postage prepaid, or (c) in the case of notice by such a telecommunications device, when properly transmitted, in each case addressed to the party to be notified as follows:

if to Beneficiary:

Security Pacific Business Credit Inc.
140 East 45th Street, 42nd Floor
New York, New York 10017
Attention: John J. Borer, III
Telecopier No.: 212/682-1509

with a copy to:

Security Pacific Business Credit Inc.
10124 Old Grove Road
San Diego, California 92131
Attention: General Counsel
Telecopier No.: 619/549-7509

and with a copy to:

Sidley & Austin
One First National Plaza
Chicago, Illinois 60603
Attention: James L. Marovitz
Telecopier No.: 312/853-7312

if to Trustor:

Greyhound Lines, Inc.
901 Main Street, Suite 2500
Dallas, Texas 75202
Attention: J. Michael Doyle
Telecopier Nos.: 214/744-6579 and
214/744-7810

with a copy to:

Johnson & Swanson
Founders Square
900 Jackson Street
Dallas, Texas 75202-4499
Attention: Lawrence D. Stuart, Jr., Esq.
Telecopier No.: 214/977-9004

if to Trustee:

Ticor Title Insurance Company of California
321 South West Fourth Avenue
Suite 800
Portland, Oregon 97204-2346
Attention: General Counsel

or to such other address as each party may designate for itself by like notice. Failure or delay in delivering copies of any notice, demand, request, consent, approval, declaration or other communication to the persons designated above to receive copies shall not adversely affect the effectiveness of such notice, demand, request, consent, approval, declaration or other communication.

13. Extension of Payments. Trustor agrees that, without affecting the liability of any person for payment of the Liabilities secured hereby or affecting the lien of this Deed of Trust upon the Mortgaged Property or any part thereof (other than persons or property explicitly released as a result of the exercise by Trustee or Beneficiary of their rights and privileges hereunder), Beneficiary may at any time and from time to time, on request of the Trustor, without notice to any person liable for payment of any Liabilities secured hereby, but otherwise subject

to the provisions of the Loan Agreement, extend the time, or agree to alter or amend the terms of payment of such Liabilities. Trustor 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.

14. Governing Law. Trustor agrees that this Deed of Trust is to be construed, governed and enforced in accordance with the laws of the State of New York, except for those provisions regarding creation, perfection, priority or enforceability of any and all rights and remedies provided for herein, which shall be governed by the laws of the State. Wherever possible, each provision of this Deed of Trust shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Deed of Trust shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Deed of Trust.

15. Satisfaction of Deed of Trust. Upon full payment of all the Liabilities, at the time and in the manner provided in the Loan Agreement, and the termination of the Loan Agreement, or upon satisfaction of the conditions set forth in the Loan Agreement for release of the Mortgaged Property from this Deed of Trust, this conveyance or lien shall be null and void and, upon demand therefor following such payment or satisfaction of the conditions set forth in the Loan Agreement for release of the Mortgaged Property, as the case may be, a satisfaction of the Deed of Trust or reconveyance of the Mortgaged Property shall promptly be provided by Trustee to Trustor.

16. Successors and Assigns Included in Parties. This Deed of Trust shall be binding upon the Trustor and upon the successors, assigns and vendees of the Trustor and shall inure to the benefit of the Trustee's and Beneficiary's successors and assigns; all references herein to the Trustor and to the Beneficiary shall be deemed to include their respective successors and assigns. Trustor's successors and assigns shall include, without limitation, a receiver, trustee or debtor in possession of or for the Trustor. 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.

17. Waiver of Appraisal, Valuation, Stay, Extension and Redemption Laws. Trustor agrees, to the full extent permitted by law, that at all times during the existence of an Event of Default, neither Trustor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisal, valuation, stay, or extension laws

now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust 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 Trustor, 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 Beneficiary 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, Trustor hereby waives any and all statutory or other rights of redemption from sale under any order or decree of foreclosure of this Deed of Trust, 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.

18. Interpretation with Other Documents. Notwithstanding anything in this Deed of Trust to the contrary, in the event of a conflict or inconsistency between the Deed of Trust and the Loan Agreement, the provisions of the Loan Agreement shall govern.

19. Future Advances. The parties hereto intend that, in addition to any other debt or obligation secured hereby, this Deed of Trust shall secure unpaid balances of loan advances and other extensions of credit made after this Deed of Trust is delivered to the Recorder of Deeds, Klamath County, Oregon. Such loan advances may or may not be evidenced by notes executed pursuant to the Loan Agreement.

20. Invalid Provisions to Affect No Others. In the event that any of the covenants, agreements, terms or provisions contained in this Deed of Trust shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Loan Agreement shall not be in any way affected, prejudiced or disturbed thereby. In the event that the application of any of the covenants, agreements, terms or provisions of this Deed of Trust is held to be invalid, illegal or unenforceable, those covenants, agreements, terms and provisions shall not be in any way affected, prejudiced or disturbed when otherwise applied.

21. Changes. Neither this Deed of Trust 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 Trustor and

Beneficiary relating to this Deed of Trust shall be superior to the rights of the holder of any intervening lien or encumbrance.

22. Time of Essence. Time is of the essence with respect to the provisions of this Deed of Trust.

23. Successor Trustee. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary duly acknowledged and recorded in the office of the recorder of the county or counties where the Mortgaged Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee or predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the recording information where this Deed of Trust is recorded and the name and address of the new Trustee.

24. Trustee's Covenants and Acceptance. Trustee covenants faithfully to perform the trust herein created, being liable, however, only for gross negligence or willful misconduct. Trustee accepts this Trust, when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto or any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

25. Use of Mortgaged Property. The Mortgaged Property is not currently used for agricultural, timber or grazing purposes.

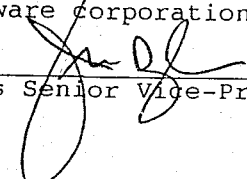
IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written by the person or persons identified below on behalf of Trustor (and said person or persons hereby represent that they possess full power and authority to execute this instrument).

6297

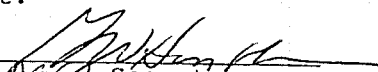
THE TRUSTOR HEREBY DECLARES AND ACKNOWLEDGES THAT THE TRUSTOR HAS RECEIVED, WITHOUT CHARGE, A TRUE COPY OF THIS DEED OF TRUST.

TRUSTOR:

GREYHOUND LINES, INC., a
Delaware corporation

By 
Its Senior Vice-President

Attest:

By 
Its ~~1631~~ Secretary

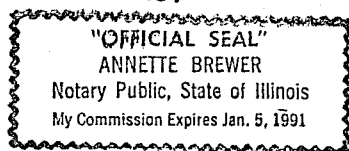
AFFIX CORPORATE SEAL



STATE OF ILLINOIS)
COUNTY OF COOK) SS.
)

6298

This instrument was acknowledged before me on the 28th
day of March, 1989, by J.M. Doyle as Senior Vice-President of
Greyhound Lines, Inc.



(SEAL)

Annette Brewer
Notary Public

My commission expires: _____

Site No. 108

EXHIBIT A

Legal Description

Lots 1, 17, 18 and 19 in Block 4 of Canal Addition to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon, SAVING AND EXCEPTING the following described parcel: Beginning at the Northeasterly corner of Lot 17, Block 4, Canal Addition to the City of Klamath Falls, Oregon; thence South 52°51' West along the Southeasterly line of Klamath Avenue, a distance of 10.0 feet; thence South 63°34½' East 8.89 feet to a point on the Westerly line of Commercial Street, thence North along the Westerly line of Commercial Street, a distance of 10.0 feet to the point of beginning.

6300

EXHIBIT B

Permitted Exceptions to Title:

Those title exceptions listed on the marked up title commitment issued by Ticor Title Insurance Corporation covering the property described on Exhibit A hereof and dated as of the date of the disbursement of the GLI Term Loans (as defined herein).

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 13th day
of April A.D., 19 89 at 3:46 o'clock P.M., and duly recorded in Vol. M89
of Mortgages on Page 6282.

FEE \$98.00

Evelyn Biehn County Clerk

By Paula M. Mendenhall