STATES: Ohio and Oregon 01-13-94P02:20 RCVD SITES: 103-110

74457

RETURN TO: REPUBLIC TITLE OF TEXAS, INC. 300 CRESCENT COURT, SUITE 100 DALLAS, TEXAS 75201 Ann Garza

Vol.m947agr 1392

THIS INSTRUMENT WAS PREPARED BY, DRAWN BY, RECORDING REQUESTED BY AND WHEN RECEIVED HA RESO:

White & Case 1155 Avenue of the Americas New York, New York 10036 Attention: Steven M. Garten, Esq.

MTC 1396-68X

SPACE ABOVE THIS LINE FOR RECORDER'S USE

# ASSIGNMENT (OF MORTGAGES)

In consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned SECURITY PACIFIC BUSINESS CREDIT INC., a Delaware corporation having an office at 140 East 45th Street, New York, New York 10017, as Agent for itself and Midlantic National Bank, NatWest USA Credit Corp. and Girozentrale Und Bank Der Oesterreichischen Sparkasseen AG (referred to individually and collectively herein as "Assignor") (index as Grantor), hereby grants, sells, assigns, transfers and conveys, without representation, warranty or recourse of any kind, to BANKERS TRUST COMPANY, a New York State banking corporation, having an office at 130 Liberty Street, New York, New York 10006, as Collateral Agent for the benefit of the Banks (as hereinafter defined) (the "Assignee") (index as Grantee), all of the Assignor's right, title and interest in, to and under each of the documents described in Exhibit B hereto (collectively, the "Recorded Documents"), which documents create various liens encumbering the properties described in Exhibit A hereto.

Capitalized terms used herein without definition shall have the respective meanings ascribed thereto in that Certain Amended and Restated Credit Agreement, dated as of December 30, 1993, among Greyhound Lines, Inc. ("GLI"), the lending institutions listed from time to time on Schedule I thereto (collectively the "Banks") and Bankers Trust

Company, as agent for the Banks (in such capacity, the "Agent"), (as used herein, the term "Amended and Restated Credit Agreement, means the Amended and Restated Credit Agreement described above, as the same may be amended, modified, extended, renewed, replaced, restated, supplemented, restructured or refinanced from time to time, and including any agreement extending the maturity of, refinancing or restructuring (including, but not limited to, the inclusion of additional borrowers thereunder that are Subsidiaries of GLI and whose obligations are guaranteed by GLI thereunder or any increase in the amount borrowed) all or any portion of the Indebtedness under such agreement or any successor agreements; provided that with respect to any agreement providing for the refinancing of Indebtedness under the Amended and Restated Credit Agreement, such agreement shall only be treated as, or as part of, the Amended and Restated Credit Agreement hereunder if (i) either (A) all obligations under the Amended and Restated Credit Agreement being refinanced shall be paid in full at the time of such refinancing, and all commitments and letters of credit issued pursuant to the refinanced Amended and Restated Credit Agreement shall have terminated in accordance with their terms or (B) the Required Banks shall have consented in writing to the refinancing Indebtedness being treated, along with their Indebtedness, as Indebtedness pursuant to the Amended and Restated Credit Agreement, (ii) the refinancing Indebtedness shall be permitted to be incurred under the Amended and Restated Credit Agreement being refinanced (if such Amended and Restated Credit Agreement is to remain outstanding) and (iii) a notice to the effect that the refinancing Indebtedness shall be treated as issued under the Amended and Restated Credit Agreement shall be delivered by GLI to the Collateral Agent).

This Assignment is made pursuant to that certain Assignment of Notes, Liens and Loan Documents, dated December 30, 1993, between the Assignor and the Assignee.

Assignee acknowledges the assumption by Assignee of the obligations of Assignor under the Recorded

IN WITNESS WHERBOF, the Assignor and the Assignee have Sealed, executed and delivered this Assignment as of the -30th day of December, 1993.

1394

(Seal)

As to Security Pacific, Business Credit Inc. signed, sealed and delivered in the presence of:

MoBucu

As to Banker Trust, Company, signed, sealed

and delivered in the

presence of:

ASSIGNOR:

SECURITY PACIFIC BUSINESS CREDIT INC., as Assignor

Name: Han F. Mc Title: Vice Aesidant

Security Pacific Business Credit Inc. 140 East 45th Street New York, New York 10017

ASSIGNEE:

BANKERS TRUST COMPANY as Collateral Agent

as Assignee

Title:

Bankers Trust Company 130 Liberty Street New York, New York 10006

### ACKNOWLEDGMENT

	[Genera	1]
선생활과 취임 및 경험성과 회원 경험을 열실한 경험시간을 통한 경험시작은 이 보고 있다면 하는데 모든데 하는데 모든데 다른데 다른데 다른데 다른데 다른데 다른데 다른데 다른데 다른데 다른	7	

COUNTY OF NEW YORK )

Before me, the undersigned authority, on this day personally appeared Alan F. Mckay, Vice Vesident of Szunity haite Business (rad: Line, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and consideration therein expressed, in the capacity stated.

Given under my hand and seal of office this 30th day of December, 1993.

Notary Public in and for The State of New York

My commission expires:

[SEAL]

GREGORY E. OSTLING Notary Public, State of New York No. 31-5020609 Qualified in New York County Commission Expires Nov. 22, 1995

## ACKNOWLEDGEMENT

STATE OF NEW YORK )
COUNTY OF NEW YORK ) ss.

[General]

the jurisdiction aforesaid, do hereby certify that

Alan F. McKay, who is personally well known to me as
the person named as attorney-in-fact for Secrety leads (Names Credit, Inc.
the 30th day of December, 1993, personally appeared before
me in such jurisdiction, and as such attorney-in-fact and
by virtue of the authority vested in him/her by such
Instrument, acknowledged such Instrument to be the act and
deed of such corporation, and that (s)he executed and

Witness my hand and official seal this 30th day

Jotany Public

[Seal] =

My Commission Expires:\_\_\_\_

GREGORY E. OSTLING Notary Public, State of Hew York Oualified in New York County Commission Expires Nov. 22, 1995

# ACKNOWLEDGEMENT

[General]

STATE OF NEW YORK COUNTY OF NEW YORK

on this 30th day of December, 1993, before me, the undersigned, a Notary Public in and for the State of New work duly commissioned and sworn personally appeared York, duly commissioned and sworn, personally appeared Alan F Mr Kay to me known to be the Vice President of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that such individual is authorized to execute said instrument and that the seal affixed is the corporate seal

IN WITNESS WHEREOF, I have hereunto set my hand of said corporation. and affixed my official seal the day and year first above

written.

DGY Amsterdam Ave. New York, Ny 10017. Apt-40

My Commission expires:

[SEAL]

GREGORY E. OSTLING Notary Public, State of New York No. 31-5020698 Qualified in New York County Commission Expires Nov. 22, 1995

[General]

STATE OF NEW YORK ) SS.

On December 30, 1993 before me, Greacy & Ostling, personally appeared Alan F. Vaccay, personally known to me or to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the

Witness my hand and official seal this 30th day

Gotaly Public

[Seal]

My Commission Expires:

GREGORY E. OSTLING Notary Public, State of New York No. 31-502n6+3 Oualified in New York County Commission Expires Nov. 22, 1995

[General]

STATE OF NEW YORK )
COUNTY OF NEW YORK )

for the County and State aforesaid, do hereby certify that

Alan F. Mc Lay

of Security facilic flusiness (adit Trc. (the "Corporation"), an

of the Corporation who is personally known to

me to be the same person whose name is subscribed to the

SS.

of Security Edits Phasestrand of the Corporation who is personally known to officer of the Corporation whose name is subscribed to the me to be the same person whose name is subscribed to the me to be the same person and acknowledged that he/she appeared before me in person and acknowledged that he/she appeared before me in person and acknowledged that he/she signed and delivered the said instrument as his/her own signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of the Corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of December, 1993.

The norm 60 all

My commission expires on

GREGORY E. OSTLING Notary Public, State of New York No. 31-527668 Oualified in New York County Commission Expires Nov. 22, 1995

[SEAL]

# ACKNOWLEDGMENT

STATE OF NEW YORK } (General)

COUNTY OF NEW YORK } ss.

Before me, the undersigned authority, on this day personally appeared Many Kay Coyle ' VICE PRESSON OF Whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes stated.

Given under my hand and seal of office this 30th

Notary Public in and for The State of New York

My commission expires:

[SEAL]

RICHARD T. SCANLON Notary Public, State of New York No. 31-5019732 Ouelined in New York County Commission Expires Nov. 1, 1885

### ACKNOWLEDGEMENT

[General]

STATE OF NEW YORK )
COUNTY OF NEW YORK )

I, KICHARD SCANLON, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that MAY KAY COLL. , who is personally well known to me as the person named as attorney-in-fact for BANKERS TRUST, the 30th day of December, 1993, personally appeared before me in such jurisdiction, and as such attorney-in-fact and by virtue of the authority vested in him/her by such Instrument, acknowledged such Instrument to be the act and deed of such corporation, and that (s)he executed and delivered the same as such.

Witness my hand and official seal this 30th day of December, 1993.

Notary Public

[Seal]

My Commission Expires:\_\_

RICHARD T. SCANLON Notary Public, State of New York No. 31-5019732 Qualified in New York County Commission Expires Nov. 1, 1995

## ACKNOWLEDGEMENT

[General]

STATE OF NEW YORK )
COUNTY OF NEW YORK )

I, RICHARDI. SCANLON, a Notary Public in and for the County and State aforesaid, do hereby certify that MANY KAY COYCE, the "Corporation", and of BANKERS TRUST CAMPANY (the "Corporation"), and me to be the same person whose name is subscribed to the foregoing instrument as such officer of the Corporation, signed and delivered the said instrument as his/her own the Corporation for the uses and purposes therein set

Given under my hand and notarial seal this 30th day of

Notary Public

My commission expires on

RICHARD T. SCAMON Notary Public, State of New York No. 31-5019732 Oualified in New York County Commission Expires Nov. 1, 1995

[SEAL]

[General]

On December 30, 1993 before me, RICHARD T SCANLON, personally appeared MARY KAY COYLE, personally known to me or to be the person whose name is in subscribed to the within instrument and acknowledged to me that is she executed the same in bether authorized capacity and that by where signature on the instrument the person or the entity upon behalf of which the person acted, executed the

Witness my hand and official seal this 30th day

Notary Public

[Seal]

My Commission Expires:\_\_\_\_

RICHARD T. SCAMON Notary Public, State of New York No. 31-5019732 Qualified in New York County Commission Expires Nov. 1, 1995 ACIONOWLEDGEMENT

SS.

[General]

STATE OF NEW YORK

COUNTY OF NEW YORK

on this 30th day of December, 1993, before me, the undersigned, a Notary Public in and for the State of New York, duly commissioned and sworn, personally appeared NAZY KAY COYLE, to me known to be the VICE PRESIDENT, of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that such individual is authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public Residing at:

1670 YORK AVENUE APT SE NEW YORK, NY

My Commission expires:

SEAL]

RICHARD T. SCAPICON
Notary Public, State of New York
No. 31-5019732
Oualified in New York County
Commission Expires Nov. 1, 1885

EXHIBIT A

Legal Description

Lying and being in the City of Cincinnati, County of Hamilton, State of Chio and being more perticularly described as follows:

Beginning at the intersection of the westerly line of Gilbert Avenue and the northerly line of Court Street; thence from said beginning point, North 85 deg. 21' West, along the northerly line of Court Street, 194.11 Feet; thence North 4 deg. 39' East, 113.78 feet; thence North 35 deg. 67' 50" East, 455.00 feet; thence South 54 deg. 52' 10" East, 189.31 feet to a point in the westerly line of Gilbert Avenue; thence southwardly along the westerly line of Gilbert Avenue, on a curved line deflecting toward the right, having a radius of 3772.72 feet for a distance of 339.26 feet, chord of said curve bearing South 29 deg. 05' 20" West, 339.13 feet; thence continuing along the westerly line of Gilbert Avenue, South 35 deg. 07' 50" West, not tangent to the last described curve, for a distance of 117.34 feet to the northwest corner of Gilbert Avenue and Court Street and the place of beginning.

The above described property is also known as Lot No. 4 of Court-Gilbert Industrial Subdivision, Block A, a plat of which is recorded in Plat Book 202, pages 442, 443 and 444, Hamilton County, Ohio Records.

EXHIBIT A Site 104 Cuyahoga Co, OH

### EXHIBIT A

# Legal Description

PARCEL ONE
Situated in the City of Cleveland, County of Cuyahoga and
State of Ohio:
Known as being all Sub Lots nog.'s 23, 24, 25 and 26 and part
of 16 1/2 foot alley, later known as Krause Court N.E. (now
vacated by City Ordinance No. 90021) in Leonard Case's
Subdivision of part of Original Ten Acre Lots No.'s 143, 144
Yolume 1 of Maps, Page 24 of Cuyahoga County Records, and
together forming a parcel of land bounded and described as

Beginning at the intersection of the Southeasterly line of Hamilton Avenue, N.E. (formerly KAmilton Avenue) with the Northeasterly line of East 26th Street (formerly Depot Street); thence Hortheasterly along the Southeasterly line of Hamilton Avenue, N.E., 200 feet to the most Northerly corner of said Sub Lot No. 23 thence Southeasterly along the northeasterly line of said Sub Lot No. 23, 156 feet 9 inches to the most easterly corner thereof; thence Sotuheasterly on as line drawn at right angles to the center line of Krause Court, N.E., now vacated, 8 25/100 feet to the center line of Krause Court, N.E., now vacated; thence Southwesterly along the center line of said Krause Court N.E., now vacated, about 200 feet to the Kortheasterly line of East 26th Street; thence Northwesterly along the Northeasterly line of East 26thy Street, 65 feet to the place of beginning, as appears by said plat, be the same more or less, but subject to all

... .....

PARCEL TWO
Situated in the City of Cleveland, County of Cuyahoga and
State of Ohio:
Known as being all of Sub Lots No.'s 19, 20, 21 and 22 and a
part of a 16 1/2 foot alley., later known as Krause Court,
N.E. ( now vacted by City Ordinance No. 90021) in Leonard
143, 144 and 145, as shown by the recorded plat of Said
Records, and together forming a parcel of land bounded and

Beginning on the Southeasterly line of Hamilton Avenue, N.E. (formerly Hamilton Avenue) at the most Mesterly corner of said Sub Lot No. 22; thence Northeasterly along the Southeasterly line of Hamilton Avenue, N.E., 160 feet to the most Northerly corner of said Sub Lot No. 19; thence Southeasterly along the Northeasterly line of said Sub Lot No. 19, 156 feet 9 inches to the most Easterly corner

EXHIBIT A Pa Site 104 Cuyanoga Co, OH

thereof; thence Southeasterly on a line drawn at right angles to the center line of said Krause Court, N.E., now vacated, 8 25/100 feet to the center line of said Krause Court, N.E., now vacated; thence Southwesterly along the center line of now vacated; thence Southwesterly along the center line of of intersection with a line drawn at right angles to the center line of said Krause Court, m.E., now vacated, from Northwesterly corner of said Sub Lot No. 22; thence line of Krause Court, N.E., now vacated, 8 25/100 feet to the most Southerly corner of said Sub Lot No. 22; thence now vacated, 8 25/100 feet to the most Southerly corner of said Sub Lot No. 22; thence Northwesterly alongf the Southwesterly line of said Sub Lot No. 22, 156 feet 9 inches to the place of beginning, as appears by said plat, be the same more or less, but subject to all legal highways.

PARCEL THREE
Situated in the City of Cleveland, County of Cuyahoga and
State of Ohio:
Known as being all Sub Lots No.'s 16 and 17 and a part of
Sub Lot No. 18 and a part of 1 16 1/2 foot alley, later known
90021) in Leonard Case's Subdivision of part of Original 10
Acre Lots No.'s 143, 144 and 145, as shown by the recorded
and together forming a parcel of land bounded and described

Beginning in the Southeasterly line of Hamilton Avenue, N>E., (formerly Hamilton Street) at th most Westerly corner of said Sub Lot No. 18; thence Mortheasterly along the Southeasterly line of Hamilton Avenue, N.E., 120.05 feet to the most Northerly corner of said Sub Lot No. 16; thence Southeasterly along the Hortheasterly line of said Sub Lot No. 15 and along the southeasterly extension thereof, k 164.94 feat to the center line of Krause Court, N.E., now vacated; thence Southwesterly along the center line of said Krause Court. N.E., now vacated, about 12 feet 7 inches to the most Easterly corner of land described in the deed to the Cleveland and Pittsburgh Railroad Company dated September 17. 1938, and recorded in Volume 4877, Page 78 of Cuyahoga County Records: thence Westerly along the Mortherly line of land described in the deed to the Cleveland and Pittsburgh Railroad Company, 107 feet 11 inches to the Southwesterly line of said Sub Lot No. 18; thence Northwesterly along the Southwesterly line of said Sub Lot No. 18 about 152.75 feet to the place of beginning, as appears by said plat, be the same more or less, but subject to all legal highways.

EXHIBIT 14CI Site 104 Cuyahoga Co, OH

Excepting and reserving therefrom, that portion of the above described premises, title to which was conveyed to the City of Cleveland by The Greyhound Corporation by Quit-Claim Deed dated May 14, 1956, and recorded as Document No. 117, 274 in described as follows:

Beginning in the Southeasterly line of Hamilton Avenue, M.E., (formerly Hamilton Street) at the Mortheasterly corner of Sublot No. 16; thence from said Sublot No. 16 and the Southeasterly prolongation thereof, a distance of 164.94 feet to a point in a Northwesterly line of a parcel of land heretofore conveyed to the Cleveland and Pittsburgh Railroad Company by deed dated September 17, 1938 and recorded in Volume 4877, Page 78 of Cuyahoga County Records; thence \$ 57 deg 41' 48" Walong the said Northwesterly line of premises so conveyed. 12.57 feet to a point therein; thence \$ 64 deg 12' 01" W along a Northwesterly line of a parcel of land conveyed to The Cleveland and Pittsburgh Railroad Company by deed dated September 17, 1938 and recorded in Volume 4877, Page 76 of Cuyahoga County Records, 42.458 feet to a point therein; thence N 14 deg. 18' 58" W, 168.292 feet to a point in the Northwesterly line of the aforesaid Sublot No. 16 and the Southensterly line of Hamilton Avenue N 57 deg. 41' 23" E along the said Southeasterly line of Hamilton Avenue 2.97 feet to the place of beginning.

PARCEL 5
Situated in the City of Cleveland, County of Cuyahoga and
Known as before City of Cleveland, County of Cuyahoga and

Known as being Sub Lots No.'s 19 and 20 in Milliam and Leonard Casels Subdivision of part of Original 10 Acre Lot No. 143 as shown by the recorded plat in Volume 3 of Maps. Page 31 of Cuyahoga County Records, and together forming a parcel of land having a frontage of 66 feet on the Northerly width 119 feet to the Southerly line of a 12 foot Alley, as to all legal highways.

PARCEL 6
Situated in the City of Cleveland, County of Cuyahoga and
State of Ohio:
Known as being the North half of Sub Lot No. 21 in William
And Leonard Case's Subdivision of part of Original Ten Acre
Lot No. 143, as shown by the recorded plat in Volume 3 of
Maps, Page 31 of Cuyahoga County Records, and being 59 feet 6

inches front on the Westerly side of East 26th Street, (formerly Alabama Street), and extending back of equal width 41 feet along the Southerly side of an alley, as appears by highways.

PARCEL 7
Situated in the City of Cleveland, County of Cuyahoga and State of Ohio:
Known as being Sub Lot No. 9 in Milliam and Leonard Case's Subdivision of part of Original Ten Acre Lot No. 143, as shown by the recorded plat in Volume 3 of Maps, Page 31 of Cuyahoga County Records, and being 33 feet front on the Street), and extending back of equal width 105 feet to the Northerly line of Krause Court N.E., as appears by said plat, be the same more or less, but subject to all legal highways.

PARCEL 8
Situated in the City of Cleveland, County of Cuyahoga and State of Ohio:
Known as being Sub Lot No. 8 in William and Leonard Case's Subdivision of part of Original Ten Acre Lot No. 143, as Shown by the recorded plat in Volume 3 of Maps, Page 31 of Cuyahoga County Records, and being 41 feet front on the about 105 feet 1/2 inch deep on the Easterly line, which is inch deep on the Westerly line of East 26th Street, about 105 feet 1 inch deep on the Westerly line, and having a rear line of 41 appears by said plat, be the same more or less, but subject

PARCEL 9
Situated in the City of Cleveland, County of Guyahoga and State of Ohio:
Known as being the Southerly 1/2 of Sub Lot No. 21 in William and Leonard Case's Subdivision of part of Original Ten Acre Lot No. 143, as shown by the recorded plat in Volume 3 of Maps, Page 31 of Guyahoga County Records, and being 41 feet extending back of equal width 59 feet 1/2 feet along the Lesterly line of East 26th Street, as appears by said plat, be the same more or less, but subject to all legal highways.

PARCEL 10
Situated in the City of Cleveland, County of Cuyahoga and State of Ohio:
Known as being parts of Sub Lots Hos. 7, 8, 9, 10 and 18 and part of the Alley known as Krause Court, N.E., 16.5 feet wide, now vacated, of part of Original Ten Acre Lots Hos. 143, 144 and 145, as shown on the recorded plat of the Leonard Cases Subdivision in Volume 1 of Maps, Page 24 of Cuyahoga County Records, and bounded and described as follows:

Beginning at a point within the lines of said vacated Krause Court N.E. and in the Southeasterly line of land of The Greyhound Corporation, in the prolongation Southeastwardly of the line dividing Sublot 20 on the Northeast from Sublot 21 on the Southwest; extending from said beginning point the following six courses and distances, the first three thereof being along lines of said land of The Greyhound Corporation; (1) N. 57 deg. 41' 48.24" E., parallel with and 8 feet Northwestwardly at right angles from the center line of said vacated Krause Court, N.E., 80 feet to a corner; (2) N. 32 deg 14' 18" W., along the prolongation of and the line dividing said Sublot 18 on the Northeast from Sublot 19 on the Southwest 4.241 feet to a corner; (3) N. 64 deg. 12" 0:" E., 65.618 feet; (4) S. 14 deg 187 58" E., by remaining land of The Cleveland and Pittsburgh Railroad Company. 23.190 feet; (5) S. 57 deg. 41' 48.24" W., parallel with and 9 feet Southeastwardly, at right angles form the Southeasterly line of said vacated Krause Court, N.E., by land of other owners 138.07 feet to the line dividing said Sublot 7 on the Northeast from Sublot 6 on the Southwest; and (6) N. 32 deg 147 18" W. along said last mentioned Sublot dividing line and along the prolongation Northwestwardly thereof, being also the prolongation Southeastwardly of said line dividing Sublots 20 and 21, by land of other owners 25.25 feet to the place of beginning, be the same more or less, but subject to all legal highways.

PARCEL 11
Situated in the City of Cleveland, County of Cuyahoga and
State of Ohio:
Known as parts of Sublots Nos. 9 and 10 in Leonard Case
Subdivision of parts of Original Ten Acre Lots Nos. 143, 144
and 145 as shown by the recorded plat in Volume 1 of Maps,
Page 24 of Cuyahoga County Records and bounded and described
as follows: Beginning in the Northwesterly line of St. Clair

EXHIBIT A Site 104 Cuyahoga Co, OH

Avenue N.E. (99 feet wide) at its intersection with the Southwesterly line of said Sublot No. 9; Thence from said place of beginning N. 32 deg 14' 18" N., along the said Subhwesterly line of said Sublot No. 9, a distance of 5.73 Southwesterly line of said Sublot No. 9, a distance from said feet to the principal place of beginning; Thence from said principal place of beginning N. 32 deg. 14' 18" M. continuing principal place of beginning N. 32 deg. 14' 18" M. continuing principal place of beginning N. 32 deg. 14' 18" M. continuing along said Southwesterly line of Sublot No. 9, 142.00 feet to a point; said point being also the Southwesterly corner of a point; said point being also the Southwesterly corner of land conveyed to The Cleveland and Pittsburgh Railroad land conveyed to The Cleveland and Pittsburgh Railroad land conveyed to The Cleveland and Pittsburgh Railroad land conveyed dated September 16, 1938 and recorded in Company, by deed dated September 16, 1938 and recorded in Company, by deed dated September 16, 1938 and recorded in Company, by deed dated September 16, 1938 and recorded in Company, by deed dated September 16, 1938 and recorded in Company, by deed dated September 16, 1938 and recorded in Company, by deed dated September 16, 1938 and recorded in Company, by deed dated September 16, 1938 and recorded in Company, by deed dated September 16, 1938 and recorded in Company, by deed dated September 16, 1938 and recorded in Company, by deed dated September 16, 1938 and recorded in Company, by deed dated September 16, 1938 and recorded in Company, by deed dated September 16, 1938 and recorded in Company, by deed dated September 16, 1938 and recorded in Company, by deed dated September 16, 1938 and recorded in Company, by deed dated September 16, 1938 and recorded in Company, by deed dated September 16, 1938 and recorded in Company, by deed dated September 16, 1938 and recorded in Company, by deed dated September 16, 1938 and recorded in Company, by deed dated September 16, 1938 and recorded in Company,

EXHIBIT A Site 105 Clark Co. OH

#### EXHIBIT A

#### Legal Description

Situate in the State of Ohio, County of Clark, and within the Corporate Limits of The City of Springfield, and being part of Lots 6228 and 6229 as numbered and designated on James Demint's Third Plat, recorded volume 4 page 4 of the plat records of Clark County, Ohio and being described as follows:

Beginning at the southeasterly corner of Lot 9228 as numbered and designated on James Demint's Third Plat recorded volume 4 page 4 of the plat records of Clark County, Ohio, the same being the Intersection of the worth line of west Main Street (86' right-of-way) and the west line of North Race Street (86' right-of-way).

thence along the north right-of-way line of West Main Street, North 85 degrees 30 minutes 00 seconds West, 155.00 feets

thence, North 4 degrees 15 minutes 35 seconds East, 150.00 feet to an Iron pipe (found), passing on line a 5/8" re-bar with metal cap (sel) at 1.05 feet;

thence. South 85 degrees 30 minutes 00 seconds East, 185.00 feet to a \$/8" re-bar with metal cap (set) on the west line of North Race Street:

thence with the west line of North Race Street, South 4 degrees 15 minutes 35 seconds West, passing on line a 5/8" re-bar with metal cap (set) at 148.95 feet, in all, 150.00 feet to the point of beginning and containing 0.5337 Acre.

EXHIBIT A

Legal Description

Lot 7 and the North half of Lot 8, Block 18, ORIGINAL TOWN OF MARYSVILLE, now CITY OF CORVALLIS, being the same property described as follows:

Lot 7 and a part of Lot 8, Block 18, ORIGINAL TOWN OF MARYSVILLE, FOR City of Corvallis:

Beginning at the Northwest corner of said Let 7 and running thence South 70°29' East along the North line of said Let 7, 100.83 feet; thence South 20°01' West along the East line of said Let 7 and the North half of Let 8, 75.50 feet to the South line of the North half of said Let 8; thence North 70°28' West along the said South line of the North half of said Let 8, 101.00 feet; thence, North 26°25'30' East along the West line of the North half of Let 8 and the West line of Let 7, 75.4% feet to the place of beginning.

EXHIBIT A Site 107 Lane Co, OR

EXHIBIT A

Legal Description

Reginning at the Southwest corner of Block 2 of MULLIGAN'S ADDITION ON THE BAST, as platted and recorded in Book A, Page 122, Lane County Oregon Deed Records and running North along the West line of Lots 7 and 6 a.dsstance of 106.48 feet; thence leaving said West line and run South 89° 58.5' East 160.22 feet to the West edge of the North and South paved alley through said block; thence South 6° 03.4' Bast along the West edge of the said paved alley 106.08 feet to the South line of Lot 7 of said Block 2; thence South 89° 53' West along the said South line at the place of beginning, all in Lane County, Oregon;

EXHIBIT A er Site 108 Klamath Co, OR

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 the County Clerk, Klamath County, Oregon, SAVING AND EXCEPTING the following described parcel: Beginning at the Northeasterly corner of Lot 17, Block 4, described parcel: Beginning at the Northeasterly corner of Lot 17, Block 4, described parcel: Beginning at the Northeasterly corner of Lot 17, Block 4, described parcel: Beginning the Southeasterly line of Klamath Avenue, a distance of 10.0 feet; thence along the Southeasterly line of Commercial Street, a distance Street, thence North along the Wanterly line of Commercial Street, a distance of 10.0 feet to the point of beginning.

EXHIBIT A " Site 109
Jackson Co, OR

#### EXHIBIT A

## Legal Description

PARCEL 1: All of Lot 1 and that portion of Lot 2. Block 6. Plat of the Town of Medford (now City of Medford), Jackson County, Oragon, now of record described as follows:

Commencing at the Southeast corner of Lot 1, said point being the true pont of beginning; thence South 54° 29' 15" West 100.00 feet; thence North 35° 30' West 75.06 feet; thence North 54° 29' 15" East 100.00 feet; thence South 35° 30' East 75.06 feet to the true point of beginning.

PARCEL 2: Beginning at a point from which the Southeast corner of Block 11, in the Town (now City) of Medford, Jackson County, Oregon, according to the official plat thereof, now of record, bears South 54° 30' West 60.0 feet; thence North 54° 30' East 100.0 feet; thence North 35° 30' West 100.0 feet to the Easterly line of Bartlett Street (formerly "B" Street), in line of Bartlett Street, 100.0 feet to the point of beginning.

1

# EXHIBIT A Legal Description

The following tract of land in the City of Portland, County of Hultnomah and State of Oregon, described as follows:

Beginning at the intersection of South line of SW Sheridan Street and SW Water Avenue; thence Westerly along the South line of SW Sheridan Street 294 feet; more or less to the Northwest corner of Lot 1, Block 50, CARUTHERS ADDITION TO CARUTHERS ADDITION; thence Northerly along the Northerly extension of the Westerly line of said Lot 1, a distance of Street; thence Easterly along said center line of SW Sheridan Street; thence Easterly along said center line of SW sheridan Street; the 20 feet; more or less to the Southerly line of Lot 5, Block "E", CARUTHERS ADDITION TO CARUTHERS ADDITION; thence Northerly 30 feet, more or less, along the as now laid out; thence Easterly following said North line of SW Sheridan Street 280 feet, more or less, to the West less, along the West line of SW Water Avenue; thence Southerly 60 feet, more or less, along the beginning.

ALSO: All those certain tracts, lots, pieces or parcels of land situate, lying and being in the City of Portland, County of Multnomah and State of Oregon, described as follows, to-wit:

That certain parcel of land located in Caruthers Addition to Caruthers Addition to the City of Portland, Oregon, to-wit:

Commencing at the intersection of the South line of Sheridan Street with the West line of Hood Street, said point of intersection being the Northeast corner of Block 39 of Caruthers Addition to Caruthers Addition; thence running West 294 feet, more or less, to the Northwest corner of Lot 1, Block 50, Caruthers Addition to Caruthers Addition; running thence South along the Westerly line of Lots 1, 2, 3 and 4 of said Block. 50, a distance of 220 feet, more or less, to the center line of Baker Street if extended Westerly; thence East, along the center line of Baker Street if extended Westerly 106 feet, more or less, to the West line of Water Strent; thence North along the West line of Water Street, a distance of 20 feet to the intersection of the North line of Baker Street with the East line of said Lot 4; thence East, along the North line of Baker Street, & distance of 188 feet, more or less, to the Southeast corner of said Block 39; thence North along the West line of Bood Street, to the point of beginning.

EXHIBIT A Site 110 Multnomah Co, OF

Excepting therefrom that portion of vacated SW Sheridan Street that is included in the following described parcel:

A parcel of land lying in the Finice Caruthers D.L.C., rownship 1 South, Range 1 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, the said parcel being described as follows:

Beginning at the intersection of the Southerly line of vacated SW Sheridan Street with the Westerly line of SW Water Avenue; thence North 2° 14' 45" East, along the Westerly line of SW Water Avenue, a distance of 2 feet to the true point of beginning; thence continuing North 2° 14' 45" East, a distance of 258 feet to the Northeast corner of Lot 16 in Rohr's subdivision of Block "F" of Caruthers Addition to Caruthers Addition to the City of Portland; thence North 87° 45' 15" West, along the Northerly line of said Lot 16, a distance of 65 feet to the Northwest corner of said Lot 16; thence South 2° 14' 45" West, along the Westerly lines of Lots 15 and 16 of said Rohr's subdivision, a distance of 55 feet to the Southwest corner of said Lot 15; thence North 87° 45° 15° West, along the Northerly lines of Lots 12, 11, 10, 9 and 8, a distance of 135 feet to the Easterly line of Block "E" of aid Caruthers Addition to Caruthers Addition; thence Sout: 2: 14: 45° West, along said Easterly line a distance of 42 thet to the Northeast corner of the South 3 feet of Lot 2, said "lock "E"; thence North line of the South 3 E\* and the Southerly 87° 45' 15" West, along the North feet of Lots 3 and 4, said Bloc prolongation of same, a distance of 116.36 feet to a point in vacated SW Sheridan Street; thence South 80° 41' 30° East, 247.91 feet; thence South 55° 02' East, 26,17 feet to a line which is parallel to and 2 feet Northerly of the Southerly line of vacated SW Sheridan Street; thence South 87° 45' 15° East, along said parallel line, a distance of 11.96 feet to the true place of beginning.

Cincinnati, Hamilton County, Ohio [Site No. 103]

a. AMENDED AND RESTATED OPEN-END MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING MAXIMUM PRINCIPAL AMOUNT: \$152,638,000.00, recorded November 7, 1991, Book 5700, Page 0276, Document No. 91-136821, Mortgage Records, Hamilton County, Ohio.

Cleveland, Cuyahoga County, Ohio [Site No. 104]

a. AMENDED AND RESTATED OPEN-END MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING MAXIMUM PRINCIPAL AMOUNT: \$152,638,000.00, recorded November 7, 1991, File No. 165519, Volume 91-7273, Page 38, County Records, Cuyahoga County, Ohio.

Springfield, Clark County, Ohio [Site No. 105]

a. AMENDED AND RESTATED OPEN-END MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING MAXIMUM PRINCIPAL AMOUNT: \$152,638,000.00, recorded as File No. 9124845, Records of Clark County, Ohio.

Corvalis, Benton County, Oregon [Site No. 106]

A. FIRST RENEWAL, EXTENSION AND MODIFICATION OF LINE OF CREDIT MORTGAGE (DEED OF TRUST), SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF LEASES AND RENTS, recorded November 6, 1991, Instrument No. 130529, Microfilm No. 141223-91, Microfilm Records, Benton County Oregon.

Eugene, Lane County, Oregon [Site No. 107]

a. FIRST RENEWAL, EXTENSION AND MODIFICATION OF LINE OF CREDIT MORTGAGE (DEED OF TRUST), SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF LEASES AND RENTS, recorded November 6, 1991, Reel No. 1727R, Reception No. 9153929, Official Records, Lane County, Oregon.

Klamath Falls, Klamath County, Oregon [Site No. 108]

A. FIRST RENEWAL, EXTENSION AND MODIFICATION OF LINE OF CREDIT MORTGAGE (DEED OF TRUST), SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF LEASES AND RENTS, recorded November 6, 1991, Volume M91, Page 23307, Mortgage Records, Klamath County, Oregon.

Medford, Jackson County, Oregon [Site No. 109]

a. FIRST RENEWAL, EXTENSION AND MODIFICATION OF LINE OF CREDIT MORTGAGE (DEED OF TRUST), SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF LEASES AND RENTS, recorded November 7, 1991, Instrument No. 91-27298, Official Records,

Portland, Multnomah County, Oregon [Site No. 110]

a. FIRST RENEWAL, EXTENSION AND MODIFICATION OF LINE OF CREDIT MORTGAGE (DEED OF TRUST), SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF LEASES AND RENTS, recorded November 7, 1991, Book 2475, Page 77, Official Records, Multnomah

000059NL.W51

STATE OF OREGON: COUNTY OF ELAMATH: SS.

-	Filed	for record	at request of						
	of	Je	in ,	A D 10 Q/	HOUSTER	Title co	and duly recorded in Vi	5 8W-40	
**	AN ESS.	WFERE L.	of.		. at 2:20	_ o'clock P M	the	13th	dan
			i de la companya de		Mortgages	on Page	and duly recorded in Vi	ol. M94	6225
1	FEE	\$150.						the sale of the sa	-
		ATOU.	UU			Evelyn Biehn	County Clerk		
						By $\bigcirc$			
			警察部分 医双氯化氯化物 不知的的				aline Thate	~ ~ 1 > 4 ×	