

2
STATES: Ohio and Oregon
74458 SITES: 103-110

01-13-94P02:20 RCVD

Vol 94 Page 1421

This Document was prepared
by, Drawn By, Recording
Requested by, and ~~with~~
~~Return to:~~

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

Ann Garza

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

Prepared by:


Steven M. Garten

mtc 1396-6881

THIS IS AN AMENDMENT, MODIFICATION AND SUPPLEMENT TO A CREDIT
LINE DEED OF TRUST. THE NAME OF THE HOLDER OF THE NOTE SECURED
BY THE DEED OF TRUST IS SET FORTH BELOW. THE ADDRESS TO WHICH
COMMUNICATIONS MAY BE MAILED OR DELIVERED TO SUCH NOTEHOLDER IS
C/O BANKERS TRUST COMPANY, 130 LIBERTY STREET, NEW YORK, NEW YORK
10006.

AMENDMENT, MODIFICATION AND SUPPLEMENT TO MORTGAGES, DEEDS OF
TRUST, DEEDS TO SECURE DEBT, SECURITY AGREEMENTS, FINANCING
STATEMENTS AND ASSIGNMENTS OF LEASES AND RENTS AND FIXTURE
FILINGS LISTED ON EXHIBIT B HERETO

among

GREYHOUND LINES, INC.,
as Mortgagor (Index as Grantor)

and

BANKERS TRUST COMPANY,
as Collateral Agent,
as Mortgagee (Index as Grantee)

THE MORTGAGES TO WHICH THIS AMENDMENT RELATES SECURE FUTURE
ADVANCES AND OBLIGATIONS

WITH RESPECT TO THE MORTGAGED PROPERTIES LOCATED IN CALIFORNIA,
COLORADO, ALABAMA, GEORGIA, KANSAS, KENTUCKY, MAINE, NEW YORK,
TENNESSEE AND WASHINGTON, THIS AMENDMENT DOES NOT ENLARGE THE
MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THE ORIGINAL MORTGAGES
RELATING TO SUCH MORTGAGED PROPERTIES.

AMENDMENT, MODIFICATION AND SUPPLEMENT TO
MORTGAGES, DEEDS OF TRUST, DEEDS TO SECURE DEBT,
SECURITY AGREEMENTS, FINANCING STATEMENTS
AND ASSIGNMENTS OF LEASES AND RENTS AND
FIXTURE FILINGS LISTED ON EXHIBIT B HERETO

THIS AMENDMENT, MODIFICATION AND SUPPLEMENT TO MORTGAGES, DEEDS OF TRUST, DEEDS TO SECURE DEBT, SECURITY AGREEMENTS, FINANCING STATEMENTS AND ASSIGNMENTS OF LEASES AND RENTS AND FIXTURE FILINGS LISTED ON EXHIBIT B HERETO (this "Amendment") is made as of December 30, 1993 by and between GREYHOUND LINES, INC. (the "Mortgagor"), a Delaware corporation having its chief executive office at 15110 North Dallas Parkway, Dallas, Texas 75248, and BANKERS TRUST COMPANY, a New York State banking corporation, having an office at 130 Liberty Street, New York, New York 10006, as Collateral Agent (the "Mortgagee") for the benefit of (x) the Banks (as hereinafter defined), the Agent (as hereinafter defined) under, and any other lenders from time to time party to the Amended and Restated Credit Agreement (as hereinafter defined) (such Banks, the Agents and other lenders, if any, are hereinafter collectively referred to as the "Bank Creditors") and (y) if one or more Banks, or a syndicate of financial institutions organized by the Agent or any Bank or an affiliate of any Bank enters into one or more (i) interest rate protection agreements (including, without limitation, interest rate swaps, caps, floors, collars and similar agreements), (ii) foreign exchange contracts, currency swap agreements or other similar agreements or arrangements designed to protect against the fluctuations in currency values and/or (iii) other types of hedging agreements from time to time (collectively, the "Interest Rate Protection Agreements") with, or guaranteed by, the Mortgagor, any such Bank or Banks (even if any such Bank ceases to be a Bank under the Amended and Restated Credit Agreement for any reason), any affiliate of any such Bank and any such financial institution that participates in the extension of such Interest Rate Protection Agreements and their subsequent assigns, if any (collectively, the "Other Creditors"; the Other Creditors and the Bank Creditors are hereinafter called the "Secured Creditors").

W I T N E S S E T H :

WHEREAS, the Mortgagor, Eagle Bus Manufacturing, Inc. ("Eagle"), various financial institutions (the "Original Banks"), and Security Pacific Business Credit Inc., as agent for the Original Banks (in such capacity, the "Original Agent") have heretofore entered into that certain Loan and Security Agreement, dated as of March 27, 1989, as amended and restated as of October 31, 1991 and as further amended as of April 10, 1992 (as so amended, modified and supplemented prior to the date hereof, the "Original Credit Agreement");

WHEREAS, in connection with the Original Credit Agreement, the Mortgagor executed and delivered to the Original Agent, for the benefit of the Original Banks, various mortgages, deeds of trust, deeds to secure debt, security agreements, financing statements and assignments of leases and rents and fixture filings, which instruments (and corresponding recording information) are described in Exhibit B hereto (as amended, modified and supplemented prior to the date hereof, collectively, the "Original Mortgages");

WHEREAS, the Original Mortgages create various liens which encumber the properties described in Exhibit A hereto (collectively, the "Properties");

WHEREAS, the Mortgagor desires to amend and restate the Original Credit Agreement to provide for changes to the terms and conditions thereof;

WHEREAS, in order to induce the Banks to enter into the Amended and Restated Credit Agreement, the Original Agent, as mortgagee under the Original Mortgages, and the Mortgagee has entered into that certain Assignment (of Mortgages), dated as of December 30, 1993 (the "Assignment") pursuant to which the Original Banks assigned to the Mortgagee all of the Original Banks' right, title and interest in, to and under the Original Mortgages;

WHEREAS, the Assignment has heretofore been recorded in the recording office(s) set forth in Exhibit C hereto;

WHEREAS, with respect to the Mortgaged Properties located in California, Virginia, Florida, Colorado, Alabama, Georgia, Kansas, Kentucky, Maine, New York, Tennessee and Washington, this Amendment does not enlarge the maximum

principal indebtedness secured by the Original Mortgages relating to such Mortgaged Properties; and

WHEREAS, the Mortgagor and the Mortgagee desire to amend, supplement, renew, extend, increase, restate and/or otherwise modify the Original Mortgages (as amended, supplemented, renewed, extended, increased, restated and/or otherwise modified, collectively, the "Amended Mortgages") to conform the terms of the Original Mortgages to the terms of the Amended and Restated Credit Agreement and to secure the repayment of various loans (the "Loans") advanced and letters of credit ("Letters of Credit") issued pursuant to the Amended and Restated Credit Agreement.

NOW, THEREFORE, for and in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

ARTICLE I

Definitions

1. Defined Terms. Capitalized terms used herein without definition shall have the respective meanings ascribed to such terms in that certain Amended and Restated Credit Agreement, dated as of December 30, 1993, among the Mortgagor, 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 the Mortgagor and whose obligations are guaranteed by the Mortgagor 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 the Mortgagor to the Mortgagee). In the event of any conflict between the terms of the Amended and Restated Credit Agreement or the Security Agreement with the terms of this Amendment or the Amended Mortgage, the terms of the Amended and Restated Credit Agreement or the Security Agreement, as the case may be, shall control.

ARTICLE II

Amendments to Original Mortgage

1. Amendments to Definitions. The following capitalized terms, when used in the Original Mortgages, are hereby amended and shall hereafter be deemed to have the following meanings:

a. Mortgagee, Beneficiary and Grantee. The term "Mortgagee", "Beneficiary" and "Grantee" as used in the Original Mortgages shall mean and refer to the Mortgagee.

b. Lenders. The terms "Lenders" as used in the Original Mortgages shall mean and refer to the Banks as described in the Amended and Restated Credit Agreement.

c. Loan Agreement. The term "Loan Agreement" as used in the Original Mortgages shall mean and refer to the Amended and Restated Credit Agreement.

d. GLI Term Loans. The term "GLI Term Loans" as used in the Original Mortgages shall mean each and every Swingline Loan described in the Amended and Restated Credit Agreement.

e. Revolving Loans. The term "Revolving Loans" as used in the Original Mortgages shall mean and refer to each and every Revolving Loan described in the Amended and Restated Credit Agreement.

f. Letters of Credit. The term "Letters of Credit" as used in the Original Mortgages shall mean and refer to each and every Letter of Credit described in the Amended and Restated Credit Agreement.

g. Letter of Credit Obligations. The term "Letter of Credit Obligations" as used in the Original Mortgages shall mean and refer to each and every obligation relating to each and every Letter of Credit as described in the Amended and Restated Credit Agreement.

h. Obligations. The term "Obligations" as used in the Original Mortgages shall mean:

(i) the full and prompt payment when due (whether at the stated maturity, by acceleration or otherwise) of all obligations and liabilities (including, without limitation, indemnities, fees and interest thereon) of the Mortgagor and each Subsidiary Guarantor owing to the Bank Creditors, now existing or hereafter incurred under, arising out of or in connection with any Credit Document and the due performance and compliance by the Mortgagor and each Subsidiary Guarantor with the terms of each such Credit Document (all such obligations and liabilities under this clause (i), except to the extent consisting of obligations or indebtedness with respect to Interest Rate Protection Agreements, being herein collectively called the "Credit Document Obligations");

(ii) the full and prompt payment when due (whether at the stated maturity, by acceleration or otherwise) of all obligations and liabilities (including, without limitation, indemnities, fees and interest thereon) of the Mortgagor and each Subsidiary Guarantor owing to the Other Creditors, now existing or hereafter incurred under, arising out of or in connection with any Interest Rate Protection Agreement including, in the case of each Subsidiary Guarantor, all obligations under the Subsidiary Guaranty, in each case, in respect of Interest Rate Protection Agreements (all such obligations and indebtedness under this clause

(ii) being herein collectively called the "Interest Rate Protection Obligations");

(iii) any and all sums advanced by the Mortgagee in order to preserve the Mortgaged Property or preserve its security interest in the Mortgaged Property;

(iv) in the event of any proceeding for the collection or enforcement of any indebtedness, obligations, or liabilities referred to in clauses (i), (ii) and (iii) above, after an Event of Default (such term as used in this Agreement, shall mean any Event of Default under, and as defined in, the Amended and Restated Credit Agreement, or any payment default under any Interest Rate Protection Agreement and shall in any event include, without limitation, any payment default on any of the Obligations) shall have occurred and be continuing, the reasonable expenses of re-taking, holding, preparing for sale or lease, selling or otherwise disposing of or realizing on the Mortgaged Property, or of any exercise by the Mortgagee of its rights hereunder, together with reasonable attorneys' fees and court costs; and

(v) all amounts paid by any Indemnatee (as such term is defined in the Security Agreement) as to which such Indemnatee has the right to reimbursement under Section 8.1 of the Security Agreement.

i. Eagle Bus Manufacturing. Any reference to Eagle Bus Manufacturing, Inc. and the term "Eagle" as used in the Original Mortgages shall mean and refer to each and every Subsidiary Guarantor described in the Amended and Restated Credit Agreement.

j. Eagle Guaranty. The term "Eagle Guaranty" as used in the Original Mortgages shall mean and refer to each and every Subsidiary Guaranty described in the Amended and Restated Credit Agreement.

k. Liabilities. The term "Liabilities" as used in the Original Mortgages shall mean and refer to all Obligations described in the Amended and Restated Credit Agreement and all other payment and performance obligations relating to the Amended Mortgages.

1. Restricted Indebtedness. The term "Restricted Indebtedness" as used in the Original Mortgages shall mean and refer to the Obligations (except with respect to Original Mortgages encumbering Mortgaged Properties located in California, Virginia, Florida, Colorado, Alabama, Georgia, Kansas, Kentucky, Maine, New York, Tennessee and Washington where the term "Restricted Indebtedness" shall not be modified, amended or otherwise affected by this Amendment).

m. Other Defined Terms. Except as otherwise expressly defined above, all initially capitalized terms used in the Original Mortgages that derive their definition by reference to the Original Credit Agreement shall hereafter derive their meanings by reference to the Amended and Restated Credit Agreement.

2. Highest Lawful Rate. Any references in the Original Mortgages to (a) the "Highest Lawful Rate" (b) the "Maximum Legal Rate of Interest" or (c) the "application of interest collected, contracted for, charged, received or taken" or (d) "usury savings provisions" are hereby deleted.

3. Use of Proceeds. Any reference in the Original Mortgages to the order and/or priority for the application of the rents or proceeds from foreclosure, by judicial action, or any sale of the Mortgaged Property by advertisement, is hereby deleted and the following is substituted in its stead:

Application of Proceeds. All proceeds received by Mortgagee for application to the Obligations secured hereby shall be applied as set forth in Section 7.4 of the Security Agreement; provided, that all references therein to the "Security Agreement" shall be a reference to this Mortgage, provided further, that all references therein to "the Assignor" shall be a reference to "Mortgagor," and provided further that all references therein to "the Collateral Agent" shall be a reference to "Mortgagee."

4. Multiple Jurisdictions. (a) To the extent an Original Mortgage is a deed to secure debt, with respect to such deed to secure debt, (i) any reference in this Amendment to a "mortgage" shall be deemed to refer to a "deed to secure debt", (ii) any reference to the "Mortgagor" shall be deemed to refer to the "Grantor" and (iii) any reference to the "Mortgagee" shall be deemed to refer to the "Grantee"; and

(b) To the extent an Original Mortgage is a deed of trust, with respect to such deed of trust, (i) any reference in this Amendment to a "mortgage" shall be deemed to refer to (1) a "deed of trust" and (2) if the context so requires and if the law of the applicable state permits, a "mortgage", (ii) any reference to the "Mortgagor" shall be deemed to refer to the "Trustor", (iii) any reference to the "Mortgagee" shall be deemed to refer to the "Beneficiary" and (iv) the Trustee set forth in such Original Mortgage shall continue as trustee pursuant to the terms and provisions of such Original Mortgage (as modified, supplemented and/or amended by this Amendment).

5. Payment of Sums. Any reference in the Original Mortgages to the reduction (whether by application of a percentage of each installment of principal and/or interest, or otherwise) of the principal amount secured by the Amended Mortgage is hereby deleted. The Amended Mortgage shall continue to secure all Obligations until such time as the Amended Mortgage is released pursuant to the terms and provisions of the Amended and Restated Credit Agreement.

6. Permitted Exceptions. The Permitted Exceptions to Title set forth in Exhibit B of the Original Mortgages are hereby amended to state as follows:

"Those title exceptions listed in the title insurance policy relating to the Mortgaged Property issued or endorsed for the benefit of the Mortgagee or the Original Agent and as may be endorsed from time to time."

7. Notices. The provisions of the Original Mortgage that set forth the addresses of the respective parties for notice purposes are hereby amended by replacing the same with the addresses stated below:

If to Mortgagee:

Bankers Trust Company
130 Liberty Street
New York, New York 10006
Telephone: (212) 250-2500
Telecopy: (212) 250-7200

If to Mortgagor:

Greyhound Lines, Inc.
15110 North Dallas Parkway
Dallas, Texas 75248
Attention: Legal Department
Telephone: (214) 777-8000
Telecopy: (214) 419-3988

with a copy to:

Greyhound Lines, Inc.
P.O. Box 660362
Dallas, Texas 75266
Attention: Contract/Real Estate
Department
Telephone: (214) 777-8000
Telecopy: (214) 419-3988

with a copy to:

Weil Gotshal & Manges
100 Crescent Court
Suite 1300
Dallas, Texas 75201
Attention: Lawrence D. Stewart, Jr., Esq.
Telephone: (214) 746-7715
Telecopy: (214) 746-7777

8. Final Maturity Date. Any reference in the Original Mortgages to the final maturity date of the loans is hereby amended to reflect a final maturity date of "December 30, 1996, except as provided in the Amended and Restated Credit Agreement".

9. Termination and Release. Pursuant to the terms of the Security Agreement, Collateral may be released from time to time upon satisfaction of various conditions precedent. At such times as Collateral is released, or permitted to be released, pursuant to the Security Agreement, the liens of the Amended Mortgages shall (in the case of mandatorily required releases relating to the Mortgaged Properties) or may also be released (provided that all indemnities set forth in the Amended Mortgages shall survive such termination) and the Mortgagee, at the request and expense of the Mortgagor, will execute and deliver to Mortgagor a release of mortgage in proper form for recording in each county where such released Mortgaged Properties are located.

ARTICLE III

Miscellaneous

1. Non-Waiver of Rights. Except as otherwise set forth herein, this Amendment does not and should not be construed to modify, waive or otherwise affect any rights or remedies of the parties hereto under or by virtue of the Documents or otherwise available to them at law or in equity.
2. Ratification. The Mortgagor hereby ratifies and reaffirms the provisions of the Original Mortgage, and hereby represents and warrants to the Mortgagee that the Original Mortgage, as amended, supplemented, renewed, extended, increased, restated and/or otherwise modified by this Amendment, is in full force and effect in accordance with its terms.
3. Renewal, Extension and Modification. The Amended and Restated Credit Agreement and the Documents renew, extend, amend, increase, restate, supplement and/or otherwise modify the Original Credit Agreement and all indebtedness, obligations and other liabilities (collectively, the "Existing Liabilities") of the Mortgagor and Eagle Bus Manufacturing, Inc. pursuant to the Original Credit Agreement and the instruments, agreements and other documents executed and/or delivered in connection therewith. This Amendment is being executed and delivered for purposes of ratifying, confirming, renewing, extending, amending, increasing, supplementing and/or otherwise modifying the Original Mortgage and all assignments, pledges, security interests and liens created or intended to be created thereunder (collectively referred to as the "Existing Liens"). This Amendment shall not constitute a novation of all or any portion of the Existing Liabilities or Existing Liens, and none of the same shall be deemed to have been accepted in extinguishment or satisfaction thereof. Except as set forth in the Amended and Restated Credit Agreement and the Documents, all Existing Liabilities and Existing Liens shall continue in full force and effect, and all other assignments, pledges, security interests and other liens created or evidenced by the Original Mortgage shall continue in full force and effect as to secure the Existing Liabilities, without change to the priority thereof (except as to any Obligation which was not secured by the Original Mortgages, the priority of which shall be as set forth in the title policy or title endorsement issued in connection with this Amendment). Not-

withstanding the foregoing, in the event that all or any portion of the Obligations are not or cannot be secured by the Amended Mortgages, it is understood and agreed that in consideration of Mortgagee's and the Bank's agreement to amend and restate the Original Credit Agreement and other financial accommodations, and for Ten Dollars, the Mortgagor does hereby ASSIGN, GRANT, CONVEY AND MORTGAGE unto Mortgagee (and, to the extent an Original Mortgage is a deed of trust, Mortgagor does hereby assign, grant, convey and mortgage unto trustee for the benefit of the Mortgagee), its successors, assigns or substitutes the Mortgaged Property, to have and to hold, together with all rights, hereditaments and appurtenances appertaining or belonging thereto, forever, subject only to the permitted encumbrances described on Exhibit B to the Amended Mortgages. This conveyance is given to secure the payment of the Obligations and all renewals, extensions, increases or modifications thereof, or any part thereof. There are incorporated into the terms and provisions of this section, all of the provisions contained in the Original Mortgage, as modified, amended and/or supplemented by this Amendment.

4. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

5. State Specific Provisions. To the extent the Mortgaged Property is located in the State of Texas, the following shall apply:

THIS AGREEMENT AND ALL OF THE LOAN DOCUMENTS (INCLUDING WITHOUT LIMITATION THE AMENDED AND RESTATED CREDIT AGREEMENT) EXECUTED BY ANY OF THE PARTIES PRIOR TO OR SUBSTANTIALLY CONTEMPORANEOUSLY WITH THE EXECUTION HEREOF TOGETHER CONSTITUTE A WRITTEN LOAN AGREEMENT WHICH REPRESENTS A FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

6. Choice of Law.

MORTGAGOR AGREES THAT THIS AMENDMENT IS TO BE CONSTRUED, GOVERNED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT FOR THOSE PROVISIONS REGARDING THE CREATION, PERFECTION, PRIORITY, MAINTENANCE AND ENFORCEABILITY OF ANY AND ALL RIGHTS AND REMEDIES PROVIDED FOR HEREIN, WHICH SHALL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH THE MORTGAGED PROPERTY IS LOCATED. WHEREVER POSSIBLE, EACH PROVISION OF THIS AMENDMENT SHALL BE INTERPRETED IN SUCH MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AMENDMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISIONS 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 AMENDMENT.

ACKNOWLEDGMENT

[General]

STATE OF NEW YORK)
) SS.
 COUNTY OF NEW YORK)

Before me, the undersigned authority, on this day personally appeared PONT. SEAGUIST, Vice President of GREYHOUND LINES, INC., 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.

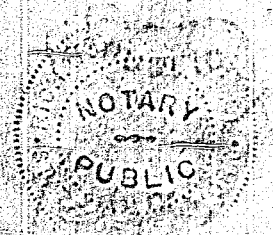
Given under my hand and seal of office this 30th day of December, 1993.

RICHARD T. SCANLON
 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
 Qualified in New York County
 Commission Expires Nov. 1, 1995



ACKNOWLEDGEMENT

[General]

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

I, RICHARD T. SCANLON, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Don I. SEARUST, who is personally well known to me as the person named as attorney-in-fact for GREYHOUND LINES, INC. the corporation in the foregoing Instrument bearing date 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.

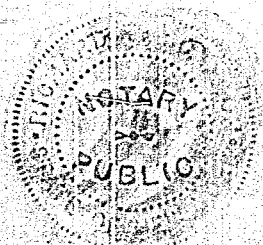
Witness my hand and official seal this 30th day of December, 1993.

RICHARD T. SCANLON
 Notary Public

[Seal]

My Commission Expires: _____

RICHARD T. SCANLON
 Notary Public, State of New York
 No. 31-6019732
 Qualified in New York County
 Commission Expires Nov. 1, 1995



ACKNOWLEDGEMENT

1436

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

[General]

I, RICHARD T. SCANLON, a Notary Public in and
for the County and State aforesaid, do hereby certify that
DON T. SEAQUIST, the VICE PRESIDENT
of GREYHOUND LINES, INC. (the "Corporation"), an
OFFICER of the Corporation who is personally known to
me to be the same person whose name is subscribed to the
foregoing instrument as such officer of the Corporation,
appeared before me in person and acknowledged that he/she
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.

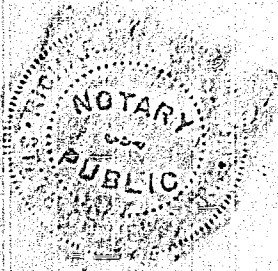
Given under my hand and notarial seal this 30th day of
December, 1993.

RICHARD T. SCANLON
Notary Public

My commission expires on

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

[SEAL]



ACKNOWLEDGEMENT

1437

[General]

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

On December 30, 1993 before me, Richard T. Scanlon, personally appeared Don T. Scavist, personally known to me or to be the person ~~(X)~~ whose name ~~(X)~~ is ~~/he~~ subscribed to the within instrument and acknowledged to me that he ~~/she/they~~ executed the same in his ~~/her/their~~ authorized capacity ~~(X)~~, and that by his ~~/her/their~~ signature ~~(X)~~ on the instrument the person ~~(X)~~, or the entity upon behalf of which the person ~~(X)~~ acted, executed the instrument.

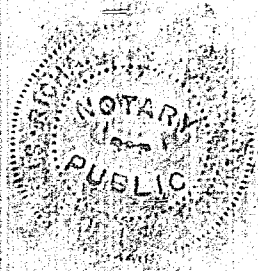
Witness my hand and official seal this 30th day of December, 1993.

Richard T. Scanlon
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)
) ss.
 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 Don T. Staquigt, 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.

RICHARD T. SCANLON

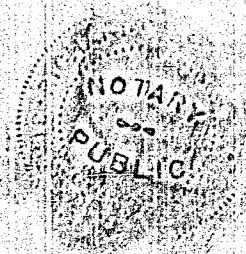
Notary Public Residing at:

1670 YORK AVE
NEW YORK 10128
NEW YORK

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

[SEAL]



ACKNOWLEDGEMENT

[General]

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

On December 30, 1993 before me, Richard T. Scanlon,
 personally appeared Mary Kay Coyle, personally
 known to me or to be the person ~~is~~ whose name ~~is~~ ~~is~~
 subscribed to the within instrument and acknowledged to me
 that he/she/~~they~~ executed the same in his/her/~~their~~
 authorized capacity(~~ies~~), and that by his/her/~~their~~
 signature(~~s~~) on the instrument the person(~~s~~), or the entity
 upon behalf of which the person(~~s~~) acted, executed the
 instrument.

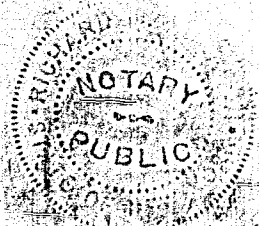
Witness my hand and official seal this 30th day
 of December, 1993.

Richard T. Scanlon
 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



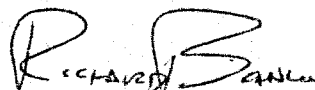
ACKNOWLEDGMENT

[General]

STATE OF NEW YORK)
) SS.
 COUNTY OF NEW YORK)

Before me, the undersigned authority, on this day personally appeared MARY KAY COYLE, VICE PRESIDENT of BANKERS TRUST COMPANY, 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.

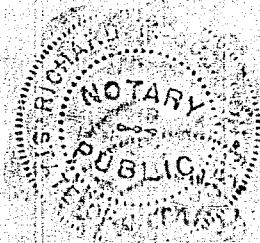


Notary Public in and for
The State of New York

My commission expires: _____

[SEAL]

RICHARD T. SCANLON
Notary Public, State of New York
No. 31-5013732
Qualified in New York County
Commission Expires Nov. 1, 1995



ACKNOWLEDGEMENT

[General]

STATE OF NEW YORK)
) ss.
 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 MARY 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.

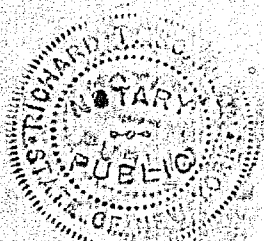
RICHARD T. SCANLON

Notary Public Residing at:

My Commission expires:

[SEAL]

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)
) ss.
 COUNTY OF NEW YORK)

I, RICHARD T. SCANLON, a Notary Public in and for the County and State aforesaid, do hereby certify that MARY KAY COYLE, the VICE PRESIDENT of BANILERS TRUST COMPANY (the "Corporation"), an OFFICER of the Corporation who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of the Corporation, appeared before me in person and acknowledged that he/she 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.

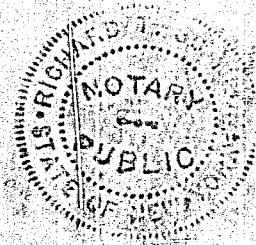
Given under my hand and notarial seal this 30th day of December, 1993.

RICHARD T. SCANLON
 Notary Public

My commission expires on

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

[SEAL]



ACKNOWLEDGEMENT

[General]

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

I, RICHARD T. SCANLON, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that MARY KAY COYLE, who is personally well known to me as the person named as attorney-in-fact for BANKERS TRUST COMPANY, the corporation in the foregoing Instrument bearing date 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.

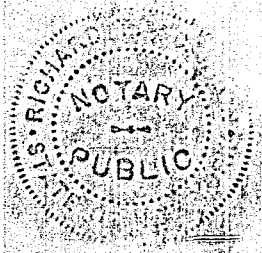
Witness my hand and official seal this 30th day of December, 1993.

RICHARD T. SCANLON
Notary Public

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

[Seal]



1444

IN WITNESS WHEREOF, the Mortgagor and the Mortgagee have sealed, executed and delivered this Amendment as of the date first written above.

MORTGAGOR:

As to Mortgagor,
signed, sealed and
delivered in the
presence of:

Print Name: C. C. Craig

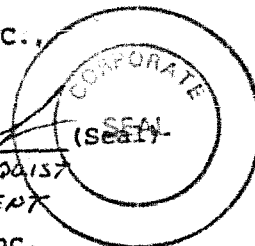
Print Name: V. J. Cobb

Approved as to Form

GREYHOUND LINES, INC.,
as Mortgagor

By Don T. Seagquist
Name: Don T. Seagquist
Title: VICE PRESIDENT

Greyhound Lines, Inc.
15110 North Dallas Parkway
Dallas, Texas 75248
Attention: Legal Department



MORTGAGEE:

As to Mortgagee,
signed, sealed and
delivered in the
presence of:

Print Name: W. F. Linton

Print Name: Gregory E. Ostling

BANKERS TRUST COMPANY,
as Collateral Agent,
as Mortgagee

By Mary Kay Coyle
Name: Mary Kay Coyle
Title: Vice President

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

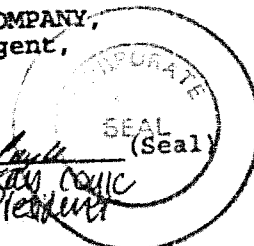


EXHIBIT A
Legal Description

Lying and being in the City of Cincinnati, County of Hamilton, State of Ohio and being more particularly 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. 07' 30" 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

Legal Description

PARCEL ONE

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio:

Known as being all Sub Lots no9.'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 and 145 shown by the recorded plat of said Subdivision in Volume 1 of Maps, Page 24 of Cuyahoga County Records, and together forming a parcel of land bounded and described as follows:

Beginning at the intersection of the Southeasterly line of Hamilton Avenue, N.E. (formerly Hamilton Avenue) with the Northeasterly line of East 26th Street (formerly Depot Street); thence Northeasterly 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 Soutuheasterly 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 Northeasterly line of East 26th Street; thence Northwesterly along the Northeasterly line of East 26th Street, 65 feet to the place of beginning, as appears by said plat, be the same more or less, but subject to all legal highways.

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 Case's Subdivision of part of Original Ten Acre Lots No.'s 143, 144 and 145, as shown by the recorded plat of said Subdivision in Volume 1 of Maps, Page 24 of Cuyahoga County Records, and together forming a parcel of land bounded and described as follows:

Beginning on the Southeasterly line of Hamilton Avenue, N.E. (formerly Hamilton Avenue) at the most Westarly 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

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 said Krause Court, N.E., now vacated, 160 feet to its point of intersection with a line drawn at right angles to the center line of said Krause Court, N.E., now vacated, from the most Southerly corner of said Sub Lot No. 22; thence Northwesterly on a line drawn at right angles to the center line of Krause Court, N.E., now vacated, 8 25/100 feet to the most Southerly corner of said Sub Lot No. 22; thence Northwesterly along 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 a 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 10 Acre Lots No.'s 143, 144 and 145, as shown by the recorded plat in Volume 1 of Maps, Page 24 of Cuyahoga County Records and together forming a parcel of land bounded and described as follows:

Beginning in the Southeasterly line of Hamilton Avenue, N.E., (formerly Hamilton Street) at the most Westerly corner of said Sub Lot No. 18; thence Northeasterly 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 Northeasterly line of said Sub Lot No. 16 and along the southeasterly extension thereof, 164.94 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 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 Northerly 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.

Excepting and reserving therefrom, that portion of the above described premises, title to which was conveyed to the City of Cleveland by The Grayhound Corporation by Quit-Claim Deed dated May 14, 1956, and recorded as Document No. 117, 274 in Volume 8849, Page 243 of the Cuyahoga County Records and described as follows:

Beginning in the Southeasterly line of Hamilton Avenue, N.E., (formerly Hamilton Street) at the Northeasterly 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 S 57 deg 41' 48" W along the said Northwesterly line of premises so conveyed, 12.57 feet to a point therein; thence S 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 Southeasterly 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 State of Ohio:
Known as being Sub Lots No.'s 19 and 20 in William and Leonard Case's 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 side of Hamilton Avenue, N.E., and extending back of equal width 119 feet to the Southerly line of a 12 foot Alley, as appears by said plat, be the same more or less, but subject 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 said plat, be the same more or less, but subject to all legal highways.

PARCEL 7
Situated in the City of Cleveland, County of Cuyahoga and State of Ohio:
Known as being Sub Lot No. 9 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 33 feet front on the Southerly side of Hamilton Avenue N.E., (formerly Hamilton 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 Southerly side of Hamilton Avenue N.E., and extending back about 105 feet 1/2 inch deep on the Easterly line, which is also the Westerly line of East 26th Street, about 105 feet 1 inch deep on the Westerly line, and having a rear line of 41 feet along 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 9
Situated in the City of Cleveland, County of Cuyahoga 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 Cuyahoga County Records, and being 41 feet front on the Northerly side of Hamilton Avenue N.E. and extending back of equal width 59 feet 1/2 feet along the Westerly 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 Nos. 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 Nos. 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 Grayhound 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 Grayhound 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' 01" E., 65.618 feet; (4) S. 14 deg 18' 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 from 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 14' 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

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" W., along the said Southwesterly line of said Sublot No. 9, a distance of 5.73 feet to the principal place of beginning; Thence from said principal place of beginning N. 32 deg. 14' 18" W. continuing along said Southwesterly line of Sublot No. 9, 142.00 feet to a point; said point being also the Southwesterly corner of land conveyed to The Cleveland and Pittsburgh Railroad Company, by deed dated September 16, 1938 and recorded in Volume 4877 of Deeds, Page 76 of Cuyahoga County Records; Thence N 57 deg 41' 46" E. along the Southeasterly line of land so conveyed, 62.00 feet to a point; Thence S. 15 deg. 01' 42" E. a distance of 148.71 feet to a point; Thence S 57 deg 42' 31" W. 18 feet to the principal place of beginning, and containing 5.680 square feet of land, be the same more or less, but subject to all legal highways.

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 0228 and 0229 as numbered and designated on James Demini'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 0228 as numbered and designated on James Demini's Third Plat recorded volume 4 page 4 of the plat records of Clark County, Ohio, the same being the intersection of the north line of West Main Street (66' right-of-way) and the west line of North Race Street (66' 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 feet;

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 (set) at 1.05 feet;

thence, South 85 degrees 30 minutes 00 seconds East, 165.00 feet to a 5/8" 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 Acres.

EXHIBIT A
Site 106
Benton Co, OR

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, now City of Corvallis:

Beginning at the Northwest corner of said Lot 7 and running thence South 70°29' East along the North line of said Lot 7, 100.83 feet; thence South 20°01' West along the East line of said Lot 7 and the North half of Lot 8, 75.50 feet to the South line of the North half of said Lot 8; thence North 70°28' West along the said South line of the North half of said Lot 8, 101.00 feet; thence, North 20°25'30" East along the West line of the North half of Lot 8 and the West line of Lot 7, 75.42 feet to the place of beginning.-----

EXHIBIT A

Legal Description

Beginning at the Southwest corner of Block 2 of MULLIGAN'S ADDITION ON THE EAST, 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 distance 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 0° 03.4' East 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 1455
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 described parcel: Beginning at the Northeasterly corner of Lot 17, Block 4, Canal Addition to the City of Klamath Falls, Oregon; thence South $52^{\circ}51'$ West along the Southeasterly line of Klamath Avenue, a distance of 10.0 feet; thence South $63^{\circ}34\frac{1}{2}'$ 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.

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, Oregon, now of record described as follows:

Commencing at the Southeast corner of Lot 1, said point being the true point 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; thence South 54° 30' West 100.0 feet to the Easterly line of Bartlett Street (formerly "B" Street), in said City; thence South 35° 30' East, along the Easterly line of Bartlett Street, 100.0 feet to the point of beginning.

EXHIBIT A

Legal Description

The following tract of land in the City of Portland, County of Multnomah 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 30 feet, more or less, to the center line of SW Sheridan Street; thence Easterly along said center line of SW Sheridan Street 14 feet; more or less to the Southerly extension of a line 20 feet East of and parallel to the East line of Lot 5, Block "E", CARUTHERS ADDITION TO CARUTHERS ADDITION; thence Northerly 30 feet, more or less, along the said extension to the Northerly line of SW Sheridan Street as now laid out; thence Easterly following said North line of SW Sheridan Street 280 feet, more or less, to the West line of SW Water Avenue; thence Southerly 60 feet, more or less, along the West line of SW Water Avenue to the point of 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 Street; 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, a distance of 188 feet, more or less, to the Southeast corner of said Block 39; thence North along the West line of Hood Street, to the point of beginning.

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., Township 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 $2^{\circ} 14' 45''$ East, along the Westerly line of SW Water Avenue, a distance of 2 feet to the true point of beginning; thence continuing North $2^{\circ} 14' 45''$ 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 $87^{\circ} 45' 15''$ West, along the Northerly line of said Lot 16, a distance of 65 feet to the Northwest corner of said Lot 16; thence South $2^{\circ} 14' 45''$ 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 $87^{\circ} 45' 15''$ 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 said Caruthers Addition to Caruthers Addition; thence South $2^{\circ} 14' 45''$ West, along said Easterly line a distance of 42 feet to the Northeast corner of the South 3 feet of Lot 2, said Block "E"; thence North $87^{\circ} 45' 15''$ West, along the Northerly line of the South 3 feet of Lots 3 and 4, said Block "E" and the Southerly prolongation of same, a distance of 116.36 feet to a point in vacated SW Sheridan Street; thence South $80^{\circ} 41' 30''$ East, 247.91 feet; thence South $55^{\circ} 02'$ 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 $87^{\circ} 45' 15''$ 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.

EXHIBIT B

Corvallis, 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, Jackson County, Oregon.

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 County, Oregon.

EXHIBIT CRECORDED ASSIGNMENT

That certain Assignment (of Mortgages), dated December 30, 1993, made by SECURITY PACIFIC BUSINESS CREDIT INC., as Agent for itself and Midlantic National Bank, NatWest USA Credit Corp. and Girozentral und Bank Der Oesterreichischen Sparkassen AG, as assignor, to Bankers Trust Company, as Collateral Agent, as assignee, recorded on Jan. 13, 1994 in Vol. M94 Page 1421.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 13th day
of Jan A.D., 19 94 at 2:20 o'clock P.M., and duly recorded in Vol. M94
of Mortgages on Page 1421.

Evelyn Biehn County Clerk

By Pauline M. Miller

FEE

\$210.00