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Date: April 30, 1993

**SECOND AMENDMENT TO MORTGAGE,
ASSIGNMENT OF RENTS AND SECURITY AGREEMENT**

Made By

THE PROVIDENT BANK, an Ohio banking corporation,
Trustee U/T/A dated as of April 30, 1984 for the benefit
of Store Properties Company
Address: Three East Fourth Street
Cincinnati, Ohio 45202

-AND-

STORE PROPERTIES COMPANY, an Ohio general partnership
Address: 521 Dixie Terminal Building
49 E. Fourth Street
Cincinnati, Ohio 45202
Attn: Mr. Keith E. Lindner, Managing Partner

Hereinafter referred to as "Mortgagor"

TO

CONTINENTAL BANK N.A., f/k/a Continental
Illinois National Bank and Trust Company of
Chicago, a national banking association, 231
South LaSalle Street, Chicago, Illinois 60697

Hereinafter referred to as "Mortgagee"

Florida is hereinafter referred to as the "Local Governing Jurisdiction," Illinois as the "Governing Jurisdiction"

This instrument prepared by:

Shelby County, Alabama
(the "Local County")

Charles E. Stahl, Esq.
Winston & Strawn
35 W. Wacker
Chicago, IL 60601

Inst # 1994-12493

04/15/1994-12493-
02:46 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
011 MCD 33.50

Inst # 1994-12493

Jefferson Little

Shelby County, Alabama

This SECOND AMENDMENT TO MORTGAGE (the "Second Mortgage Amendment") dated as of April 30, 1993, by and between CONTINENTAL BANK N.A., a national banking association ("Mortgagee"), formerly known as Continental Illinois National Bank and Trust Company of Chicago, STORE PROPERTIES COMPANY, an Ohio general partnership (the "Partnership"), and THE PROVIDENT BANK, an Ohio banking corporation, as Trustee under Trust Agreement dated as of April 30, 1984 for the benefit of Store Properties Company ("Provident") (the Partnership and Provident, collectively "Mortgagor").

WITNESSETH:

WHEREAS, Mortgagor executed that certain Mortgage, Assignment of Rents and Security Agreement dated June 17, 1986 (the "Original Mortgage"), which Original Mortgage was recorded with the Recorder of Deeds in the Local County in Book 91, Pages 801, et seq., which Original Mortgage was modified by that certain First Amendment to Mortgage dated as of June 17, 1991 (the "First Mortgage Amendment"), which First Mortgage Amendment was recorded with the Recorder of Deeds in the Local County in Book 369, Pages 210 - et seq and encumbers each of the parcels of real estate legally described on Exhibit A attached hereto and made a part hereof (the "Real Estate"); and

WHEREAS, Mortgagor, as landlord, and UtoteM Inc., a Delaware corporation, Monterre Properties, Inc., a Delaware corporation, UtoteM Markets of Arizona, Inc., an Arizona corporation, U-TOTE'M of Alabama, Inc., an Alabama corporation, UTOTE'M of Colorado, Inc., a Colorado corporation, UTOTE'M of Miami, Inc., a Florida corporation, The Circle K Corporation, a Texas corporation, Circle K Convenience Stores, Inc., a Texas corporation, Circle K Management Company, an Arizona corporation, and Shop & Go, Inc., a Florida corporation (collectively "Circle K"), as tenants, entered into a certain Leaseback Lease dated as of April 30, 1984 and amended August 29, 1986 and March 1, 1989 (as amended, the "Original Lease") and further amended and restated as of October 1, 1992 (hereinafter referred to as "Restated Lease") demising certain land, improvements and personal property (collectively the "Mortgaged Properties") located in several states and operated as convenience stores; and

WHEREAS, Mortgagor and Circle K executed that certain Assignment of Lease; Subordination, Non-Distribution and Attornment Agreement; and Estoppel Certificate dated June 17, 1986 (the "Original Assignment of Lease"), which Original Assignment of Lease was recorded with the Recorder of Deeds in the Local County in Book 91, Pages 832 - et seq and encumbers each of the parcels of Real Estate. The Original Assignment of Lease has been amended by that certain Amendment to Assignment of Lease; Subordination, Non-

Distribution and Attornment Agreement; and Estoppel Certificate dated as of April 30, 1993 (the "Assignment of Lease Amendment"), which was recorded with the Recorder of Deeds in the Local County in Book 1994, Pages 12492; and
Inst #

WHEREAS, the Mortgagor and Mortgagee have agreed to:

- (i) amend and restate the Amended Note pursuant to that certain Second Amended and Restated Non-Recourse Secured Promissory Note dated as of April 30, 1993 (the "Second Amended Note");
- (ii) further amend the Loan Agreement pursuant to that certain Second Amendment to Loan Agreement dated as of April 30, 1993 (the "Second Amendment"); and
- (iii) amend the Original Assignment of Lease pursuant to that certain Assignment of Lease Amendment;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged by the parties, Mortgagor and Mortgagee agree as follows:

1. Incorporation of Recitations/Definitions. Each of the recitations set forth above are incorporated herein as if set forth verbatim. Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Original Mortgage or, if not so defined in the Original Mortgage, as amended by the First Amendment and the Second Amendment. Furthermore:

(a) The term "Loan Agreement", as set forth in the Original Mortgage and the First Mortgage Amendment, and as used herein shall be deemed to mean the Original Loan Agreement, as amended by the First Amendment and the Second Amendment, and as further modified, amended or restated from time to time.

(b) The term "Mortgage", as set forth in the Original Mortgage and First Mortgage Amendment as used herein, shall be deemed to mean the Original Mortgage, as amended by the First Mortgage Amendment and the Second Mortgage Amendment, and as further modified, amended or restated from time to time.

(c) The term "Note", as set forth in the Original Mortgage, shall be deemed to mean the Second Amended Note, and as further modified, amended or restated from time to time.

2. Incorporation of Second Amendment. The terms and provisions of the Second Amendment are incorporated herein as if set forth verbatim. In the event of any conflict between the terms

and provisions of this Second Mortgage Amendment and the terms and provisions of the Second Amendment, the terms and provisions of the Second Amendment shall control.

3. Section 4.10. Section 4.10(a) of the Original Mortgage, as amended in the First Mortgage Amendment, is deleted in its entirety and the following substituted therefor:

"4.10.

(a) Mortgagee agrees to release from the lien of this Mortgage one or more of the Class A or Class B Stores and its associated Store Premises, provided that Mortgagor strictly complies with the terms and conditions of Section 12 of the Loan Agreement, as amended in the Second Amendment."

4. Ratification of Original Mortgage.

(a) Mortgagor hereby reaffirms the creation, validity, priority and enforceability of the liens, pledges and security interests provided for in the Original Mortgage, as amended in the First Mortgage Amendment and further amended by this Second Mortgage Amendment.

(b) Except as expressly amended herein, the Original Mortgage, as amended by the First Mortgage Amendment and further amended by this Second Mortgage Amendment, is reaffirmed, confirmed and ratified in all respects and all sections of the Original Mortgage, as amended by the First Mortgage Amendment, not amended hereby shall remain in full force and effect. The indebtedness evidenced by the Second Amended Note is a continuing indebtedness, and nothing herein or in the Second Amended Note, shall be deemed to constitute a payment, settlement or novation of the indebtedness evidenced by the Amended Note, or to release or otherwise adversely affect any lien, mortgage or security interest of Mortgagee securing such indebtedness or any rights of Mortgagee against any guarantor, surety or other party primarily or secondarily liable for such indebtedness.

5. Miscellaneous.

(a) This Second Mortgage Amendment shall be effective for all purposes from and after the date hereof.

(b) All section headings are inserted for convenience or reference only and shall not affect any construction or interpretation of this Second Mortgage Amendment.

(c) Should any one or more provisions of this Second Mortgage Amendment be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

(d) As amended hereby, the Mortgage shall inure to the benefit of Mortgagee, its successors and assigns, including the assignees of any indebtedness hereby guaranteed, and shall bind the administrators, successors and assigns of Mortgagor. Mortgagor expressly agrees that Mortgagee may assign all or any portion of its interests under the Mortgage in connection with its assignment of all or any portion of the Loan, and when so assigned Mortgagor shall be liable under this Second Mortgage Amendment to the assignee(s) of the portion(s) of the Loan so assigned without in any manner affecting the liability of Mortgagor hereunder to Mortgagee with respect to any portion of the Loan retained by Mortgagee.

(e) No provisions of the Mortgage or right of Mortgagee thereunder can be waived nor can Mortgagor be released from Mortgagor's obligations thereunder, except by a writing duly executed by an authorized officer of Mortgagee.

(f) Mortgagor hereby acknowledges that this Second Mortgage Amendment accurately and completely reflects the agreements and understandings of the parties hereto with respect to the subject matter hereof and hereby waives any claims against Mortgagee that Mortgagor may now have or may hereafter acquire to the effect that the actual agreements and understandings of the parties hereto with respect to the subject matter hereof may not be accurately or completely set forth in this Second Mortgage Amendment.

(g) This Second Mortgage Amendment may be executed in any number of separate identical counterparts and any set of counterparts containing original signatures and acknowledgements for all of the parties shall be deemed to be an original agreement.

The undersigned has executed this Second Amendment to Mortgage, Assignment of Rents and Security Agreement as of the day and year first hereinabove written.

Mortgagee:

CONTINENTAL BANK N.A., f/k/a
Continental Illinois National
Bank and Trust Company of
Chicago, a national banking
association

By Patrick B. Cunningham
Its VICE PRESIDENT

Mortgagor:

THE PROVIDENT BANK, an Ohio
banking corporation, as Trustee
U/T/A dated as of April 30, 1984
for the benefit of Store
Properties Company

By: [Signature]
Trust Officer

STORE PROPERTIES COMPANY, an
Ohio general partnership

By: Keith E. Lindner
Keith E. Lindner
Managing Partner

WITNESSES: (as to Mortgagee)

Alice Martinez
Carolyn Berghel

WITNESSES: (as to Mortgagor)

Elvera L. Maier
KIMBERLEE L. ANNICCHIO

MET002/D2/June 29, 1993/NETWORK/cc/IIISi

STATE OF OHIO

)

: SS:

COUNTY OF HAMILTON

)

I, PAUL V. MUETHING, a Notary Public in and for said County and State, hereby certify that D. Taylor Wood, whose name as Assistant Vice President* of The Provident Bank, an Ohio banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.**

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal this 6th day of July, 1993.



Notary Public in and for
Hamilton County, Ohio

My Commission Expires:

PAUL V. MUETHING, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date
Section 147.03 O. R. C.


* and as Trust Officer

** in its capacity as Trustee U/T/A dated as of April 30, 1984
for the benefit of Store Properties Company

STATE OF OHIO)
 : SS:
COUNTY OF HAMILTON)

I, PAUL V. MUETHING, a Notary Public in and for said County and State, hereby certify that Keith E. Lindner, whose name as General Partner of Store Properties Company, an Ohio general partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such general partner and with full authority, executed the same voluntarily for and as the act of said partnership.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal this 6th day of July, 1993.



Notary Public in and for
Hamilton County, Ohio

My Commission Expires:

PAUL V. MUETHING, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date
Section 147.03 O. R. C.

STATE OF ILLINOIS)
 : SS:
COUNTY OF COOK)

I, Patricia M. Chavez-Foster, a Notary Public in and for said County and State, hereby certify that Patrick B. Canning, whose name as Vice President of Continental Bank N.A., a national banking association, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal at Chicago, Illinois this 15th day of July, 1993.

"OFFICIAL SEAL"
PATRICIA M. CHAVEZ-FOSTER
Notary Public, State of Illinois
My Commission Expires 11-24-97

Patricia M. Chavez-Foster
Notary Public in and for
Cook County, Illinois

My Commission Expires:

11-24-97

Exhibit "A"-101
Store No. 2554
Shelby County, Alabama
Hwy. 119 & 26th, Alabaster

A parcel of land situated in the Southwest Quarter of Section 11, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Northwest corner of the Southwest Quarter of said Section 11 and run East along the North line of Quarter Section for 1,235.17 feet; thence turn an angle to the right of 90 degrees, 00 minutes and run Southerly for 466.53 feet; thence turn an angle to the left of 90 degrees 57 minutes 47 seconds and run Easterly for 773.61 feet to the point of beginning. From the point of beginning thus obtained thence continue along the last described course for 210.00 feet; thence turn an angle to the right of 98 degrees 47 minutes 27 seconds to the tangent of a curve to the right, having a central angle of 4 degrees 09 minutes 53 seconds and a radius of 2,841.09 feet; thence run in a southwesterly direction along the arc of said curve for 206.51 feet to the point of commencement of a curve to the right having a central angle of 91 degrees 07 minutes 08 seconds and a radius of 25.00 feet; thence run in a southwesterly and westerly direction along the arc of said curve for 39.76 feet; thence run in a northwesterly direction along the tangent of said curve if extended for 189.46 feet; thence turn an angle to the right of 89 degrees 45 minutes 26 seconds and run northeasterly for 180.56 feet to the point of beginning.

Situated in Shelby County, Alabama.

Exhibit "A"-99
Store No. 2547
Shelby County, Alabama
212B Montgomery Hwy., Pelham

A parcel of land situated in the Northeast Quarter of the Northeast Quarter Section 36; Township 19 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the Northeast corner of Section 36, Township 19 South, Range 3 West; Shelby County, Alabama, and run Southerly along the East line of said Section 550.00 feet to a point, said point now being in the right of way of U. S. Highway #31 South and also being the old Southeast corner of the W. N. Campbell property as described in Deed Book 128, Page 333, in the Judge of Probate Office, Shelby County, Alabama; thence turn right 76 degrees 12 minutes 31 seconds as measured and run southwesterly 136.91 feet along the South line of said W. N. Campbell property to the Westerly right of way line of U. S. Highway #31 South, and the point of beginning of the property herein described; thence continue Southwesterly along last stated course 200.00 feet; thence turn 83 degrees 15 minutes left and run Southerly 100.55 feet; thence turn 96 degrees 45 minutes left and run Easterly 200.01 feet to a point on said Westerly right of way line of U. S. Highway #31 South, said point being on a curve having a radius of 2,009.86 feet and subtending a central angle of 2 degrees 52 minutes, thence turn left with an interior angle of 95 degrees 18 minutes 35 seconds to tangent of said curve; thence run Northerly along the arc of said curve and said right of way line of U. S. Highway #31 South 100.56 feet to the point of beginning. Mineral and mining rights excepted.
Situated in Shelby County, Alabama.

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