

LAW OFFICES

ROSS & HARDIES

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

150 NORTH MICHIGAN AVENUE

CHICAGO, ILLINOIS 60601-7567

312-558-1000

TWX NUMBER
910-221-1154

TELECOPIER
312-750-8600

529 FIFTH AVENUE
NEW YORK, NEW YORK 10017-4608
212-949-7075

10919

RECORDATION NO

FILED 1425

100 HOWARD AVENUE
SOMERSET, NEW JERSEY 08875-6739
201-563-2700

SUSAN G. LICHTENFELD

RECORDATION NO

10919

FILED 1425

0-183A0000 2 1990 - 1 50 PM

INTERSTATE COMMERCE COMMISSION

333 SIXTEENTH STREET, N.W.
WASHINGTON, D.C. 20006-4103
202-296-8600

JUL 2 1990 - 1 50 PM

June 29, 1990

INTERSTATE COMMERCE COMMISSION

VIA FEDERAL EXPRESS

Ms. Noreta R. McGee
Secretary
INTERSTATE COMMERCE COMMISSION
12th Street & Constitution Avenue, N.W.
Washington, D.C. 20423

10919

RECORDATION NO

FILED 1425

JUL 2 1990 - 1 50 PM

INTERSTATE COMMERCE COMMISSION

JUN 30 11 05 AM '90

Dear Ms. McGee:

Enclosed for filing and recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are one original executed copy and three photostatic copies of a Security Agreement Mortgage on Goods and Chattels, dated June 29, 1990, a primary document as defined in the Commission's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed Security Agreement Mortgage on Goods and Chattels are:

Mortgagor: Radnor Associates, Ltd.
Suite 114
Two Radnor Corporate Center
100 Matsonford Road
Radnor, PA 19087

Mortgagee: Deutsche Credit Corporation
2333 Waukegan Road
Deerfield, IL 60015

JUL 2 1 12 PM '90

A description of the railroad equipment covered by the Security Agreement Mortgage on Goods and Chattels is set forth therein.

Also enclosed for filing and recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are one original executed copy and three photostatic copies of an Assignment of Lease, dated June 29, 1990, a secondary document as defined in the Commission's Rules for the Recordation of Documents, which

Noreta R. McGee
June 29, 1990
Page 2

relates to the transaction identified in the above-described Security Agreement Mortgage on Goods and Chattels.

The names and addresses of the parties to the enclosed Assignment of Lease are:

Assignor: Radnor Associates, Ltd.
Suite 114
Two Radnor Corporate Center
100 Matsonford Road
Radnor, PA 19087

Assignee: Deutsche Credit Corporation
2333 Waukegan Road
Deerfield, IL 60015

A description of the railroad equipment covered by the enclosed Assignment of Lease is set forth therein.

Also enclosed for filing and recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are one original executed copy and three photostatic copies of a Rider to Assignment of Lease dated June 29, 1990 and to Security Agreement dated June 29, 1990, a secondary document as defined in the Commission's Rules for the Recordation of Documents, which relates to the transaction identified in the above-described Security Agreement Mortgage on Goods and Chattels (and the above-described Assignment of Lease).

The names and addresses of the parties to the enclosed Rider are:

Assignor: Radnor Associates, Ltd.
Suite 114
Two Radnor Corporate Center
100 Matsonford Road
Radnor, PA 19087

Assignee: Deutsche Credit Corporation
2333 Waukegan Road
Deerfield, IL 60015

A description of the railroad equipment covered by the enclosed Rider is set forth therein.

Enclosed are three checks in the amount of \$15.00 each payable to the order of the Interstate Commerce Commission covering the required recordation fees (for a total payment of \$45.00).

Noreta R. McGee
June 29, 1990
Page 3

Kindly return the stamped original and two stamped photostatic copies of each of the above described documents, and the stamped photostatic copy of this letter to Susan Lichtenfeld, Ross & Hardies, 150 North Michigan Avenue, Chicago, Illinois 60601.

Following is a short summary of the enclosed documents:

Security Agreement Mortgage on Goods and Chattels to Be Recorded

Security Agreement Mortgage on Goods and Chattels, dated June 29, 1990, between Radnor Associates, Ltd. and Deutsche Credit Corporation, granting a mortgage on seven 22,500 gallon UNI-TEMP tank cars.

Assignment of Lease To Be Recorded

Assignment of Lease, dated June 29, 1990, by Radnor Associates, Ltd. to Deutsche Credit Corporation, relating to the Lease Agreement, dated April 3, 1989, between Radnor Associates, Ltd. and Lever Brothers Company which provides for the lease of seven 22,500 gallon UNI-TEMP tank cars.

Rider to Assignment of Lease Dated June 29, 1990 and to Security Agreement Dated June 20, 1990 To Be Recorded

Rider to Assignment of Lease dated June 29, 1990 and to Security Agreement dated June 29, 1990 between Radnor Associates, Ltd. and Deutsche Credit Corporation, granting a security interest in the Bill of Sale for seven 22,500 gallon UNI-TEMP tank cars described therein and all other documents executed in connection with such Bill of Sale and the lease of such tank cars.

Very truly yours,


Susan G. Lichtenfeld

SGL:ssb

enc.

cc: Steven P. Ordaz
Robert W. Kleinman

Interstate Commerce Commission
Washington, D.C. 20423

7/3/90

OFFICE OF THE SECRETARY

Susan G Lichtenfeld

Ross & Hardies

150 North Michigan Avenue

Chicago, Illinois 60601-7567

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/2/90 at 1:50pm and assigned recordation number(s). 16919 & 16919-A & 16919-B

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

SECURITY AGREEMENT
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 29th day of JUNE 19, 90, by and between Radnor Associates, Ltd.

Suite 114-Two Radnor Corporate Center 100 Matsonford Road, Radnor, PA 19087 (Customer, hereinafter referred to as "Mortgagor") and (Name and Address)

RECORDATION NO 10919 FILED 125

Deutsche Credit Corporation 2333 Waukegan Road, Deerfield, IL 60015 (Lender & Secured Party, hereinafter referred to as "Mortgagee") (Name and Address)

INTERSTATE COMMERCIAL ASSIGNMENT

WITNESSETH:

1. To secure the payment of an indebtedness of Mortgagor to Mortgagee in the sum of Three Hundred Thirty Four

Thousand Fifty Eight and 39/100 DOLLARS (\$334,058.39), which is hereby confessed and acknowledged, with interest thereon, all according to a certain promissory note or notes of even date herewith, and also to secure the payment, performance and fulfillment of any and all other obligations of the Mortgagor to Mortgagee, its heirs, successors, legal and personal representatives or assigns, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter arising, due or to become due (hereinafter referred to as "Obligations"), Mortgagor hereby grants, assigns, transfers, pledges, conveys and mortgages to Mortgagee the goods, chattels and property described herein, or on any schedule(s) annexed hereto, as follows:

Seven (7) 22,500 Gallon UNI-TEMP tank cars, Car numbers MCHX 15000, MCHX 15001, MCHX 15002, MCHX 15003, MCHX 15004, MCHX 15006, and MCHX 15007

all present and future attachments, accessions and additions thereto, substitutions, accessories and equipment therefor and replacements thereof, and any and all proceeds arising out of the sale, lease or other disposition thereof, all such goods, chattels, proceeds and property being, hereinafter called "Mortgaged Property", to have and to hold the same unto Mortgagee forever. Provided, however, that if the Mortgagor shall fully, timely and faithfully pay, perform and fulfill all said Obligations, time being of the essence hereof and of the said Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect including, but not limited to the Lease dated April 3, 1989, between Transisco Rail Services Company, Inc. and Lever Brothers Company, which, evidenced in the Assignment Agreement of JUNE 21, 1990, has been assigned to Mortgagor initial

2. Mortgagor agrees with and warrants to Mortgagee that the Mortgaged Property described herein or in any annexed schedule(s) hereto is in

initial interchange service

that all of the Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the highest contract rate provided by law, but not to exceed three (3) percent per month, or as otherwise provided for in the applicable debt instrument notwithstanding any representations to the contrary, whether implicit or explicit initial

3 Mortgagor further agrees with and warrants to Mortgagee that (a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee) and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons (b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description, Mortgagor, at its own cost and expense, will keep the Mortgaged Property in a good state of repair, will not waste or destroy the same or any part thereof and will not be negligent in the care or use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee and any sale, assignment, mortgage, lease, pledge or other disposition without said consent shall be void ab initio and of no force and effect. Mortgagee is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement

(c) Mortgagor will insure the Mortgaged Property against loss or damage by fire and extended coverage perils, theft, burglary, and for any and all of the Mortgaged Property which are vehicles, by collision, and also, where requested by Mortgagee, against other risks, for the full insurable value thereof with companies, in amounts and under policies acceptable to Mortgagee, with loss payable to Mortgagee and Mortgagor as their interests may appear and Mortgagor shall, if Mortgagee so requires, deliver to Mortgagee policies or certificates of insurance evidencing such coverage Each policy shall provide for ten (10) days prior written notice to Mortgagee of the cancellation or material modification thereof Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any document or statement referred to therein

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee and at all times shall allow Mortgagee or its representative free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached upon breach of this Mortgage, Mortgagor agrees to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners, landlords and/or mortgagees of any such premises

(e) Mortgagor shall comply (so far as necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any defaults and/or violation thereunder or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, cost, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Obligations or in the enforcement or foreclosure of this Mortgage or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Obligations and/or any of the Mortgaged Property

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request

(h) Mortgagor hereby covenants and agrees to deliver to Mortgagee, as soon as practicable and in any event, within 120 days after the end of each fiscal year, a fully executed financial statement in reasonable detail, and with reasonable promptness such other financial information as may be reasonably requested by the Mortgagee ** or its Lessee initial

4 The terms, conditions and provisions contained herein, on the reverse side hereof, and those contained in any agreement(s) or schedule(s) referenced herein or annexed hereto constitute the entire agreement between the Mortgagor and Mortgagee * except for that certain Lease more specifically described in the annexed Rider to the Security Agreement

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed by a duly authorized representative on the day and year first above written.

ATTEST: Valerie A. Ziegler (Witness or Secretary)

Radnor Associates, Ltd. (Mortgagor) By: Jack P. Newman VICE PRESIDENT (Title)

5 This Mortgage may be assigned along with any and all Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor

6 If Mortgagor defaults in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Obligation, and shall be payable on demand with interest at the rate specified in Paragraph 2 hereof

7 If Mortgagor defaults in the prompt payment, performance or fulfillment of any of the Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, or may require the Mortgagor to assemble the collateral and make it available to the Mortgagee at a place to be designated by the Mortgagee, and, if not prohibited by law, to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale, Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses, and charges for pursuing, searching, taking, removing, holding, repairing, advertising and selling the Mortgaged Property including, if not prohibited by law, reasonable attorneys' fees, and then to the payment, partly or entirely, of any of the Obligations as Mortgagee may in its sole discretion elect, returning the surplus, if any, to Mortgagor, who shall remain liable to Mortgagee for any deficiency. Mortgagor agrees to pay any deficiency immediately. Interest on any amount of the unpaid deficiency will accrue at the rate specified in Paragraph 2 hereof. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings. Such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever is less. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder.

8 Mortgagee may at any time, with or without exercising any of the rights or remedies as provided herein and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such application may be made or any monies paid to Mortgagee may be applied, without notice to Mortgagor, partly or entirely to any of the obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any Obligations of Mortgagor to Mortgagee, presently existing or otherwise.

9 If, after default by Mortgagor in the payment, performance and fulfillment of any of the Obligations or of the entire unpaid amount of the Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of the Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by Mortgagee and then only to the extent therein set forth. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. This Mortgage cannot be changed or terminated orally.

10 Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

11 All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective heirs, successors, legal and personal representatives and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the heirs, successors, legal and personal representatives and assigns of the respective parties. Any notices relating hereto shall be in writing and delivered in person to an officer, if any, of the party to whom addressed or mailed by certified mail to such party at its address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least ten (10) days prior to the event for which such notification is sent.

12 Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective, however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

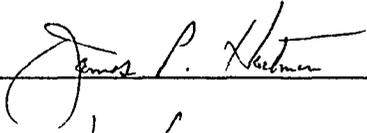
ADDENDUM TO A CERTAIN SECURITY AGREEMENT
MORTGAGE ON GOODS AND CHATTELS
DATED THE 29th DAY OF JUNE, 1990
BY AND BETWEEN Radnor Associates, Ltd.
AS MORTGAGOR, AND
DEUTSCHE CREDIT CORPORATION, AS MORTGAGEE

13. Notwithstanding anything herein, or construed, to the contrary and so long as Mortgagor is not in default hereunder, Mortgagor shall have the right to collect all sums due from the lessee(s) under the terms, conditions and provisions of the leases of rentals (hereinafter referred to as the "Agreement(s)") pledged herein to Mortgagee.
14. Mortgagor covenants, warrants and represents to Mortgagee that said Agreement(s) is, and will be, a valid and enforceable obligation of Mortgagor and lessee(s); said Agreement(s) are, and were, duly and properly executed and/or entered into by an authorized representative(s) of lessee(s) and Mortgagor; the Mortgaged Property is, and has been, delivered and accepted by Mortgagor and lessee(s); the lessee(s) does not, and will not, have any claims, off-sets, counterclaims or defenses against Mortgagee, its successors or assigns; the security interests in the Mortgaged Property and Agreement(s) is, has been, and will be, properly perfected by Mortgagor as valid, first, prior, paramount, and enforceable security interests; the description of the property leased under the Agreements, pledged under this Mortgage, or insured under any insurance policy, is, and will be, in compliance with the requirements, now or hereinafter in effect, of the applicable Uniform Commercial Code or similar law, or the insurance policy; the Mortgagee and its successors and assigns, as their interest may appear, are, and will be, named as loss payees with not less than thirty (30) days prior written notice of cancellation in any required insurance policy; Mortgagor will strictly enforce the terms of said Agreement(s); Mortgagor will advise Mortgagee of any default under the Agreement(s), the repossession of any of the Mortgaged Property or of any matters adversely affecting: the financial condition of the lessee(s), of condition, use or care of the Mortgaged Property, or the security interest granted in the Agreement(s) and/or Mortgaged Property; the Agreement(s) pledged herein and/or the proceeds thereof have not been, and will not be assigned, sold, pledged, or otherwise granted as collateral to any other party; Mortgagor has performed, and will continue to perform its obligations and duties under the Agreement(s); and, Mortgagor has paid, and will continue to pay, any and all taxes related to the Agreement(s), the property leased thereon and as otherwise required to be paid by Mortgagor.
15. Mortgagor will not permit the lessee(s) to sell, lease, encumber or otherwise dispose of the Mortgaged Property, or any portion thereof or interest therein, without the prior written consent of the Mortgagee. Any sale, lease, encumbrance or other disposition with, or without, the Mortgagee's required consent will be subject and subordinate to the security interest of Mortgagee.
16. Mortgagor covenants, warrants, and represents that the Mortgaged Property and the Agreement(s), will not be, sold, leased, encumbered or otherwise disposed of, or any portion thereof or interest therein, by Mortgagor, its successors, assigns, agents, or legal or personal representatives without the prior written consent of Mortgagee. Any sale, lease, encumbrance or other disposition with, or without, the Mortgagee's required consent will be subject and subordinate to the security interest of the Mortgagee.
17. Any assignment, sale, lease or other disposition of the Mortgaged Property and/or the Agreement(s) without the required consent of the Mortgagee shall be, ab initio, null and void and of no force and effect.

18. Mortgagor covenants, warrants and represents that any lessee(s) of Mortgagor and of Mortgagor's lessee(s) will acknowledge that their respective interests are subject and subordinate to the security interest of Mortgagee and that said lessee(s) will further acknowledge that Mortgagee is not responsible for the performance of any maintenance agreements and/or other obligations of any other party relating to the Mortgaged Property.
19. Mortgagee agrees, so long as Mortgagor is not in default of its obligation(s) to Mortgagee, that the lessee(s) shall have quiet use and enjoyment of the Mortgaged Property.
20. Mortgagee shall have the right to inspect, from time to time, the books and records of Mortgagor evidencing payments from the lessee(s) to Mortgagor.
21. In consideration for the loan evidenced herein and other good and valuable consideration, the receipt of which is acknowledged by Mortgagor, the Mortgagor, in the event of Mortgagor's default hereunder, appoints, and by these presents does hereby irrevocably appoint, Mortgagee as its attorney-in fact, coupled with an interest, for the executing and filing of any financing statements * or other documentation evidencing the perfection, continuance of assignment of the security interest; notifying the lessee(s) and the respective successors and assigns of the lessee(s) to make payments under the Agreement(s) to the Mortgagee; to collect, apply for, or settle any insurance claim; or to file, prepare or execute any documentation or take whatever steps deemed necessary by Mortgagee to protect or enforce the security interest in the Mortgaged Property, the Mortgaged Property itself, and/or the Agreement(s).
22. Mortgagor hereby agrees to indemnify Mortgagee for any loss or damages, court costs, filing fees and attorney's fees suffered, or incurred, by Mortgagee in the enforcement of the terms, conditions and provisions of this Mortgage, the defense of any Agreement(s) pledged hereunder, or any security interest in the Mortgaged Property or Agreements.
23. Mortgagor warrants, represents and covenants that, in the event that any Lessee(s) on any Agreements(s) pledged herein exercises a purchase option in the Agreement(s), Mortgagor shall make a corresponding reduction in the principal balance of the loan secured by this Security Agreement together with the payment of the corresponding accrued but unpaid interest thereon.

Radnor Associates, Ltd.

Mortgagor

By: 

Title: VICE PRESIDENT

* or any loan or other documents with the Interstate Commerce Commission in accordance with 49 U.S.C. Section 11303

RETL1-29a

COMMONWEALTH OF PENNSYLVANIA)
)SS.
COUNTY OF DELAWARE)

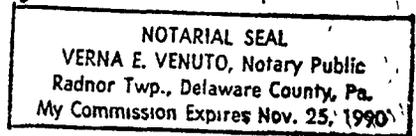
On this 26th day of June, 1990, before me, the subscriber, Verna E. Venuto, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named James P. Hartman to me personally known, who stated and acknowledged that he is the Vice President of Radnor Associates, Ltd., a Pennsylvania corporation, and duly authorized by authority of the Board of Directors or By-Laws of said corporation in his capacity as such officer to execute and acknowledge the foregoing instrument for and in the name and on behalf of said corporation and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 26th day of June, 1990.

Verna E. Venuto
Notary Public

My commission expires:

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)



On this ____ day of _____, 1990, before me, the subscriber, _____, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named _____ and _____ to me personally known, who stated and acknowledged that they are the _____ and _____ of Deutsche Credit Corporation, a Delaware corporation, and duly authorized by authority of the Board of Directors or By-Laws of said corporation in their capacity as such officers to execute and acknowledge the foregoing instrument for and in the name and on behalf of said corporation and further stated and acknowledged that they have so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this ____ day of _____, 1990.

Notary Public

My commission expires: