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When recorded, return to:

CITICORP
2600 Michelson, Suite 1200
Irvine, California 92612
Attention: O&T Compliance

MARY K. HENRY
RECORDER

Chicago Title Insurance Company

SATISFACTION OF MORTGAGE

This Certifies, That a certain Mortgage executed by **ORYN P. CARLISLE, JR. and MARSHA M. CARLISLE**, Mortgagors, in favor of **R.J. REYNOLDS CREDIT CORPORATION**, Mortgagee, securing payment of three notes \$1,877,000.00; \$1,180,000.00; \$697,000.00 of even date and recorded on December 30, 1985 in Mortgage Records No. 834827, Lake County, State of Indiana, has been fully paid and satisfied, and the same is hereby released.

WITNESS our hands this 22ND day of OCTOBER, 1996

Attested:
R.J. REYNOLDS CREDIT CORPORATION
BY: CITICORP NORTH AMERICA, INC.,
Attorney-in-fact
BY: [Signature]
NAME: Bryan B. Sievert
TITLE: VICE PRESIDENT

R.J. REYNOLDS CREDIT CORPORATION
BY: CITICORP NORTH AMERICA, INC.,
Attorney-in-fact
BY: [Signature]
NAME: DAN AGNEW
TITLE: VICE PRESIDENT

DAN AGNEW
Vice President
Citicorp North America, Inc.

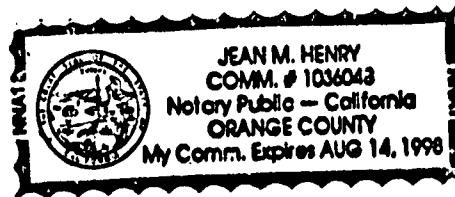


State of California }
County of Orange }

On this 22ND day of OCTOBER, 1996 before me, the undersigned Notary Public in and for the State of California, duly commissioned and sworn, personally appeared BRYAN B. SIEVERT and DAN AGNEW to me known to be the VICE PRESIDENTS of CITICORP NORTH AMERICA, INC. the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation.

Witness my hand and official seal:

[Signature]
Notary Public



at
New
MS

POWER OF ATTORNEY

R. J. Reynolds Credit Corporation, a Delaware corporation, whose offices are located at 1100 Reynolds Boulevard, Winston-Salem, North Carolina 27102 ("RJRC") hereby appoints Citicorp Industrial Credit, Inc., 450 Mamoreneck Avenue, Harrison, New York 10528 ("CIC") its successors and assigns as RJRC's true and lawful attorney in fact, irrevocably, with full power (in RJRC's name or otherwise):

To ask, require, demand, receive, compound and give acquittance for any and all payments and other claims for money due or to become due under or arising out of any of the secured loans (individually a "Loan" and collectively the "Loans") listed on Exhibit A to a Participation Agreement dated April 10, 1987 between RJRC and CIC in which CIC has purchased a 100% undivided beneficial interest;

To endorse any checks, notes or other instruments or orders to RJRC or CIC or such other party as CIC deems appropriate in connection with the Loans;

To execute and file, at such locations and at such times as CIC shall determine, UCC financing, continuation, assignment or termination statements and mortgage assignments, conveyances and satisfactions and to affix RJRC's seal to such documents and to enforce the remedies under the Loans and any documents executed in connection therewith ("Loan Documents");

To file any claims or take any action or initiate any proceedings before any court or administrative agency which CIC or any of its successors or assigns may deem necessary or advisable whether upon an event of default under a Loan or Loan Documents, or a bankruptcy of a borrower or guarantor under a Loan or Loan Documents;

To correct or remedy any defect, deficiency or error in any Loan or Loan Documents, whether by amendment to the Loans or Loan Documents, or by the execution of replacement or additional documents and to take any and all actions necessary to adequately secure the Loans and/or to realize all the benefits thereof;

To modify or amend any Loan or Loan Documents, waive, substitute, or release any rights under Loans or Loan Documents, extend further credit or make future advances or otherwise deal with the Loans or Loan Documents in the same manner as if it were the sole owner of the Loans and the only lending party in the Loan Documents;

To sign, endorse, execute, acknowledge, deliver, receive, and possess such applications, contracts, agreements, options, covenants, deeds, conveyances, trust deeds, security agreements, bills of sale, leases, mortgages, assignments, insurance policies, proofs of loss, evidence of debts, releases, and satisfaction of mortgages, judgments, liens, security agreements, and other debts and obligations, and such other instruments or documents in writing of whatever kind and nature as may be necessary or proper in the sole discretion of said attorney in fact in the exercise of the rights and powers herein granted;

This instrument is to be construed and interpreted as a general power of attorney. The enumeration of specific items, acts, rights, or powers herein does not limit or restrict, and is not to be construed or interpreted as limiting or restricting the general powers herein granted to said attorney in fact.

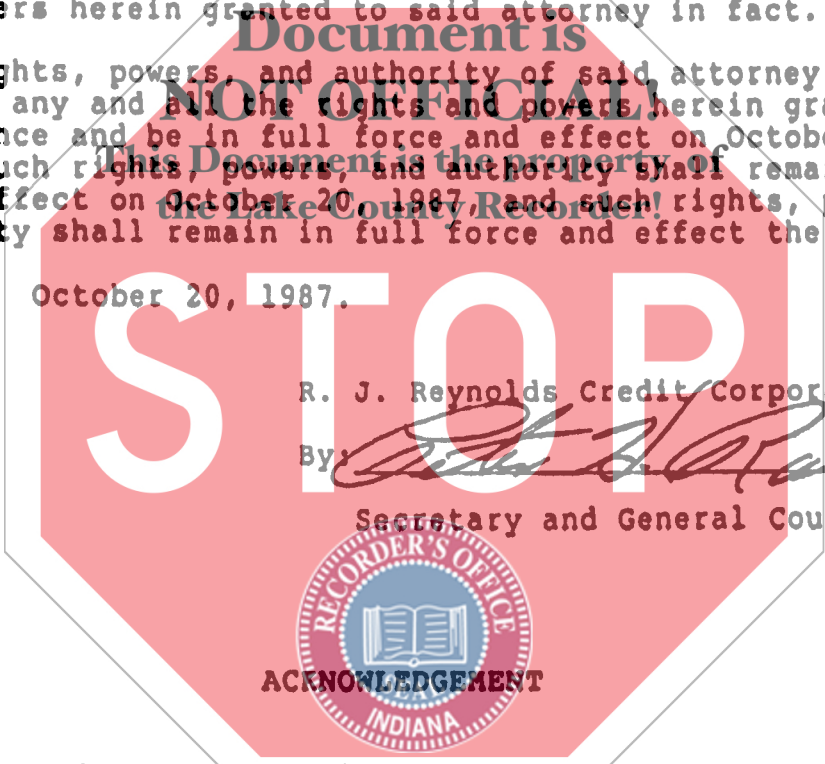
The rights, powers, and authority of said attorney in fact to exercise any and all the rights and powers herein granted shall commence and be in full force and effect on October 20, 1987, and such rights, powers, and authority shall remain in full force and effect on October 20, 1987, and such rights, powers, and authority shall remain in full force and effect thereafter.

Dated: October 20, 1987.

R. J. Reynolds Credit Corporation

By: *Peter H. Ramm*

Secretary and General Counsel



STATE OF NORTH CAROLINA)
) ss.
COUNTY OF Forsyth)

On October 20, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared Peter H. Ramm, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Witness my hand and official seal.

Dona F. Khan
Notary Public in and for said State
My Commission expires June 8, 1990

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To file any claims or take any action or initiate any proceedings before any court or administrative agency which CIC or any of its successors or assigns may deem necessary or advisable whether upon an event of default under a Loan or Loan Documents, or a bankruptcy of a borrower or guarantor under a Loan or Loan Documents;

To correct or remedy any defect, deficiency or error in any Loan or Loan Documents, whether by amendment to the Loans or Loan Documents, or by the execution of replacement or additional documents and to take any and all actions necessary to adequately secure the Loans and/or to realize all the benefits thereof;

To modify or amend any Loan or Loan Documents, waive, substitute, or release any rights under Loans or Loan Documents, extend further credit or make future advances or otherwise deal with the Loans or Loan Documents in the same manner as if it were the sole owner of the Loans and the only lending party in the Loan Documents;

To sign, endorse, execute, acknowledge, deliver, receive, and possess such applications, contracts, agreements, options, covenants, deeds, conveyances, trust deeds, security agreements, bills of sale, leases, mortgages, assignments, insurance policies, proofs of loss, evidence of debts, releases, and satisfaction of mortgages, judgments, liens, security agreements, and other debts and obligations, and such other instruments or documents in writing of whatever kind and nature as may be necessary or proper in the sole discretion of said attorney in fact in the exercise of the rights and powers herein granted;

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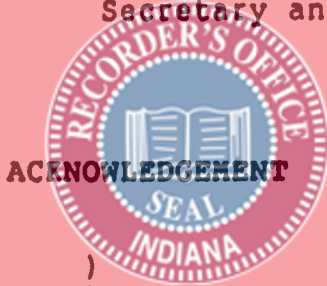
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ACKNOWLEDGEMENT

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Donna F. Khan
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My Commission expires June 8, 1990