

the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the

**BORROWER AND LENDER ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY BORROWER OR LENDER.**

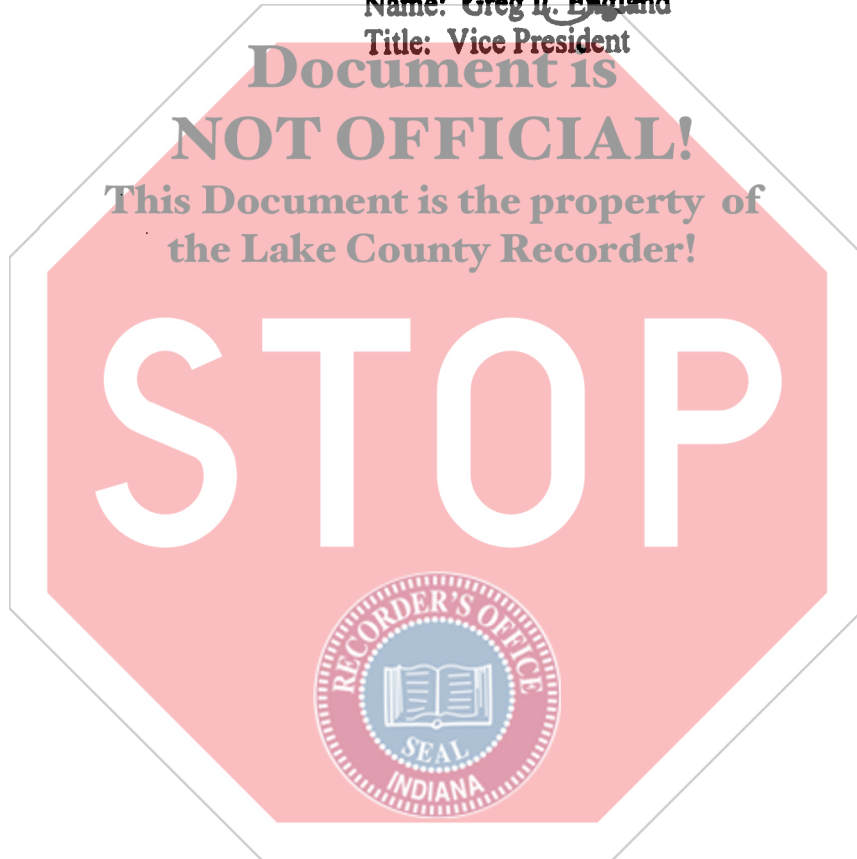
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IN WITNESS WHEREOF, the foregoing Security Instrument has been executed by the undersigned as of the date above written.

WEC 99J-25 LLC,  
a Delaware limited liability company

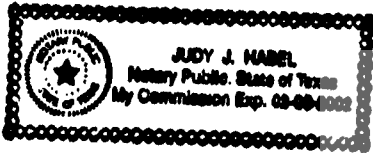
By:   
Name: Greg L. England  
Title: Vice President



STATE OF TEXAS )  
 ) ss.  
COUNTY OF DALLAS )

Before me, a Notary Public in and for the State of Texas, personally appeared Greg L. England, the Vice President of WEC 99J-25 LLC, a Delaware limited liability company, who, having been first duly sworn, acknowledged the execution of the foregoing Security Instrument for and on behalf of said company, and stated that the representations contained therein are true.

Witness my hand and official seal this 3<sup>rd</sup> day of August, 2000.

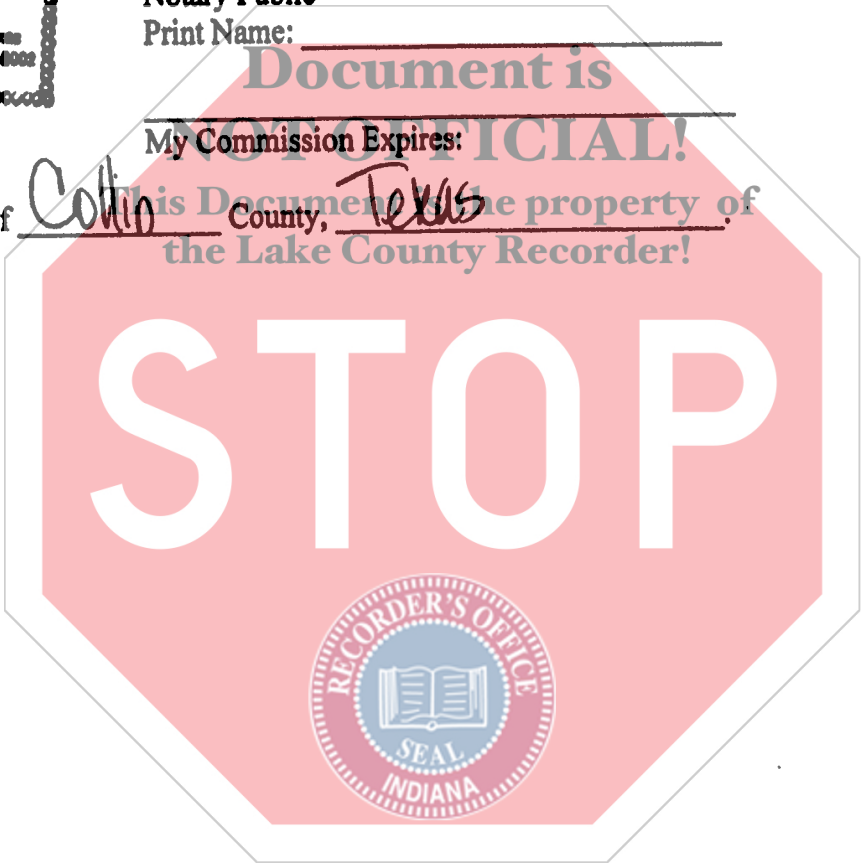


Judy Habel  
Notary Public  
Print Name: \_\_\_\_\_

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

I am a resident of Collin County, Texas  
This Document is the property of the Lake County Recorder!

(IN)



**EXHIBIT A  
LEGAL DESCRIPTION**



**EXHIBIT A**

**LEGAL DESCRIPTION  
RIDGE AND GRACE AVENUE  
HIGHLAND, INDIANA  
STORE NO. 2542**

Lot 1 in Vander Tuuk and Kaznak's Re-Subdivision of a portion of Douthett's Addition to Highland, an Addition to the Town of Highland, Lake County, Indiana, as per plat thereof, recorded in Plat Book 87 page 42, in the Office of the Recorder of Lake County, Indiana.



### Indiana State Specific Addendum

This addendum (this "Addendum") is attached to and made a part of the foregoing Security Instrument. To the extent of any conflict between the terms and provisions of this Addendum and the terms and provisions of the Security Instrument, the terms and provisions of this Addendum shall govern and control the rights and obligations of the parties.

1. All terms capitalized and used in this Addendum without definition shall have the meaning ascribed to such terms in the Security Instrument.

2. The Security Instrument secures payment and performance of all future advances including, without limitation, advances to protect the security and Collateral under the Security Instrument, made by or on behalf of Lender and the Security Instrument secures other obligations that the then record owner of all or part of the Mortgaged Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Lender, when the obligation is evidenced by a writing which recites that it is secured by this Security Instrument, provided that pursuant to Ind. Code § 32-8-11-9, the maximum amount which may be secured shall not exceed \$100,000,000.

3. Borrower hereby represents, warrants and covenants that none of the Mortgaged Property located in Indiana is within the definition of the term "property" contained in Section 6 (Ind. Code § 13-7-22.5-6) of the Indiana Responsible Property Transfer Law ("IRPTL") and the transaction evidenced in this Indenture is not subject to the provisions of IRPTL.

4. Notwithstanding any other provisions of the Security Instrument, no power of sale shall exist with respect to the Mortgaged Property located in Indiana, and all references to any power of sale contained in the Security Instrument including, without limitation, Section 25(a)(iv) to the extent such section does not relate to sales in connection with judicial foreclosure, shall be deemed deleted and of no force or effect with respect to Mortgaged Property located in Indiana.

5. Amounts payable under the Note, the Security Instrument and/or any other Loan Document are payable without relief from valuation and appraisal laws, all of which Borrower hereby waives.

**EXHIBIT B  
FORM OF DRAW CERTIFICATE**

**[Letterhead of CVS Corporation]**

[ \_\_\_\_\_ ]

First Security Bank, N.A.  
79 South Main Street  
Salt Lake City, Utah  
84111  
Attn: Corporate Trust Services

Ladies and Gentlemen:

We refer to the Construction Servicing Agreement dated as of August 6, 1998, between CVS Pharmacy, Inc. and GE Capital Loan Services, Inc. (as amended by two Addenda effective as of October 16, 1998, and as further amended by Addendum #3 dated as of February 12, 1999) (the "Construction Servicing Agreement") and to paragraph 33 of certain mortgages or deeds of trust, each dated as of August 1, 2000, from various limited liability companies or Delaware business trusts, each with the letters and numbers "WEC 99J" or "WEC 2000A" beginning its name (the "Mortgages"). Attached hereto is a schedule setting forth the locations of various stores, each of which is subject to a Mortgage, and the amount of a construction progress payment to be made with respect to each store. We hereby certify to you and to the Owner of such property that the conditions of the Construction Servicing Agreement have been satisfied for the construction progress payment specified on the attached schedule. The amount of such payment is \$ \_\_\_\_\_, which is to be disbursed from the Completion Reserve established under the Mortgage for such property. The aggregate of such sums should be wire transferred to GE Capital Loan Services, Inc. as follows: Bankers Trust Company, NY, NY, ABA No. 021001033, for credit to account number 50-256-477, REF: CVS. Please notify Shelly Shrimpton at 281-405-7087.

Very truly yours,

**CVS CORPORATION**

By: \_\_\_\_\_  
Authorized signatory:



**EXHIBIT C  
FORM OF ESTOPPEL CERTIFICATE**

First Security Bank N.A., as Trustee  
79 South Main Street  
Salt Lake City, Utah 84111

Re: Amended and Restated Lease dated as of December 1, 1999 (the "Lease")  
between WEC 99J-25 LLC, a Delaware limited liability company, as Landlord,  
and Hook-SupeRx, Inc., a Delaware corporation, as Tenant.

Ladies and Gentlemen:

Reference is made to the Lease. Terms not defined herein shall have the meaning set forth in the Lease. Lessee hereby certifies the following:

- (i) the Lease is in full force and effect and has not been amended;
- (ii) the monthly amount of Fixed Rent under the Lease is \$ \_\_\_\_\_, and is accruing as of \_\_\_\_\_;
- (iii) no Event of Default or event which with notice or lapse of time or both would constitute an Event of Default has occurred and is continuing under the Lease; and
- (iv) Lessee has accepted the Building (as defined in the Lease) as constructed and certifies that all construction has been completed in accordance with the terms of Section 45 of the Lease and Lessee has no claims against Landlord with respect thereto.

By: \_\_\_\_\_

Name:

Title: