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OFFICE OF THE RECORDER
LAKE COUNTY, INDIANA
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Lake County, IN

AMENDED AND RESTATED
MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS AND FINANCING STATEMENT
(FIXTURE FILING)

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TRAVELCENTERS PROPERTIES, L.P.

STOP

to

THE CHASE MANHATTAN BANK,

as Collateral Agent for the
benefit of the Secured Parties



THIS AMENDED AND RESTATED MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS AND FINANCING STATEMENT
(FIXTURE FILING): (A) SECURES A TERM AND REVOLVING CREDIT
LOANS, SWINGLINE LOANS AND LETTER OF CREDIT AND OTHER
REIMBURSEMENT OBLIGATIONS AND THE MAXIMUM AMOUNT HEREBY
SECURED THAT MAY BE OUTSTANDING AT ANY TIME AND FROM TIME TO
TIME MAY BE \$428,000,000; AND (B) SHALL BE DEEMED TO
CONSTITUTE A CONTINUOUSLY PERFECTED FIXTURE FILING TO BE
FILED OF RECORD IN THE OFFICE OF THE RECORDER OF LAKE
COUNTY, INDIANA, AND GRANTED PURSUANT TO IC 26-1-9-313, IC
26-1-9-402, IC 26-1-9-403, AND THE TERMS AND PROVISIONS
HEREOF.

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HOLD FOR FIRST AMERICAN TITLE

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AMENDED AND RESTATED MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS AND FINANCING STATEMENT
(FIXTURE FILING)

THIS AMENDED AND RESTATED MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FINANCING STATEMENT (FIXTURE FILING) dated as of November 14, 2000, (this "Mortgage"), by TRAVELCENTERS PROPERTIES, L.P., a Delaware limited partnership, having an office at 24601 Center Ridge Road, Suite 300, Westlake, OH 44145 (the "Mortgagor"), to THE CHASE MANHATTAN BANK, a New York banking corporation, having an office at 270 Park Avenue, 4th Floor, New York, New York 10017, Attention of: William Caggiano (the "Mortgagee") as Collateral Agent for the benefit of the Secured Parties (as such terms are defined below);

WITNESSETH THAT:

Reference is made to the Amended and Restated Credit Agreement dated as of even date herewith (as further amended, replaced or refinanced from time to time, the "Credit Agreement"), among Travel Centers of America, Inc., a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto (the "Lenders"), The Chase Manhattan Bank, a New York banking corporation ("Chase"), as Administrative Agent, Collateral Agent and Fronting Bank and Chase and Credit Suisse First Boston, Inc., a bank organized under the laws of Switzerland acting through its New York branch ("Credit Suisse"), as Swingline Lenders, and Credit Suisse as Syndication Agent. Capitalized terms used but not defined in this Mortgage have the meanings given to them in the Credit Agreement.

The Credit Agreement was initially entered into by Borrower, the Lenders and Chase on March 21, 1997 (the "Original Credit Agreement") and was previously amended and restated on November 24, 1998 (the Original Credit Agreement, as so amended and restated, is hereinafter referred to as the "Existing Credit Agreement").

Reference is also made to the several Senior Secured Note Exchange Agreements, each dated as of March 21, 1997 and supplemented as of November 24, 1998 among the Borrower and the Series I Tranche A Note Purchasers listed on Schedule I thereto (as so supplemented, the "Tranche A Exchange Note Purchase Agreements").

Pursuant to the Existing Credit Agreement and the Tranche A Exchange Note Purchase Agreements, Mortgagor granted the mortgage described on Schedule A hereto (the "Existing Mortgage") to Mortgagee in order to secure (i) term, revolving and swingline loans and letters of credit outstanding from time to time under the Credit Agreement in an aggregate principal amount/face amount not to exceed \$270,000,000 and (ii) notes issued pursuant to the Tranche A Exchange Note Purchase Agreements (the "Tranche A Exchange Notes") in an aggregate principal amount not to exceed \$35,500,000.

The Tranche A Exchange Notes, revolving loans, swingline loans and letters of credit under the Existing Credit Agreement have been paid in full concurrently with the execution and delivery of this Mortgage. The outstanding principal amount/face amount of all term loans under the Existing Credit Agreement upon execution and delivery of the Credit Agreement and secured by the Existing Mortgage is set forth in Schedule A.

Pursuant to the terms of, and subject to the conditions specified in, the Credit Agreement, (i) the Lenders have agreed to make certain term and revolving loans to the Borrower and to permit other term loans to remain outstanding, (ii) the Swingline Lenders have agreed to make swingline loans to the Borrower on an uncommitted basis (the "Swingline Loans" - together with the loans referenced in clause (i), above, the "Loans") and (iii) the Fronting Bank has agreed to issue letters of credit (collectively, the "Letters of Credit") for the account of the Borrower.

The sum of the principal amount of the Loans and the Letters of Credit from time to time outstanding and secured hereby shall not exceed Four Hundred Twenty-Eight Million Dollars (\$428,000,000.00).

Mortgagor is a wholly owned Subsidiary of the Borrower and will derive substantial benefit from the making of the Loans by the Lenders, the making of the Swingline Loans by the Swingline Lenders and the issuance of Letters of Credit by the Fronting Bank. In order to induce the Lenders to make Loans, the Swingline Lenders to make Swingline Loans and the Fronting Bank to issue Letters of Credit, the Mortgagor and certain other Subsidiaries of the Borrower (collectively, the "Guarantors") have entered into a Guarantee Agreement of even date herewith with Collateral Agent for the benefit of the Lenders, the Fronting Bank, the Administrative Agent, the Collateral Agent, the Swingline Lenders and their respective successors and assigns (the "Secured Parties") pursuant to which Mortgagor, jointly with

each other Guarantor, and severally, as a primary obligor and not merely as a surety, has guaranteed (a) the due and punctual payment by the Borrower of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans and the Swingline Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by the Borrower under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral and (iii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise, (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceedings, regardless of whether allowed or allowable in such proceeding) of the Borrower to the Secured Parties under the Credit Agreement and the other Loan Documents to which the Borrower is or is to be a party, (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Borrower under or pursuant to the Credit Agreement and the other Loan Documents and (c) the due and punctual payment and performance of all obligations of the Borrower, monetary or otherwise, under each Rate Protection Agreement entered into with a counterparty that was a Lender (or an Affiliate of a Lender) at the time such Rate Protection Agreement was entered into (all the obligations referred to in the preceding clauses (a) through (c) above, and all extensions and renewals thereof, in whole or in part, being referred to collectively as the "Obligations").

The obligations of the Lenders to make Loans, of the Swingline Lenders to make Swingline Loans and of the Fronting Bank to issue Letters of Credit under the Credit Agreement are conditioned upon, among other things, the execution and delivery by the Mortgagor of this Mortgage, in the form hereof, to secure the Obligations.

Pursuant to the requirements of the Credit Agreement, the Mortgagor is entering into this Mortgage to create a lien on and security interest in the Mortgaged Property (as defined herein) to secure the performance and payment by the Mortgagor of the Obligations. The Credit Agreement also requires the granting by the Mortgagor and the other Guarantors of mortgages (the "Other Mortgages") that create security interests in certain Mortgaged

Properties other than the Mortgaged Property to secure the performance of the Obligations.

Granting Clauses

NOW, THEREFORE, IN CONSIDERATION OF the foregoing, Mortgagor and Mortgagee hereby amend and restate the Existing Mortgage as follows in order to secure (A) the due and punctual payment and performance of the Obligations by the Mortgagor, (B) the due and punctual payment by the Mortgagor of all taxes, common area charges and insurance premiums relating to the Mortgaged Property and (C) all disbursements made by Mortgagee for the payment of taxes, common area charges or insurance premiums, all fees, expenses or advances in connection with or relating to the Mortgaged Property, and interest on such disbursements and other amounts not timely paid in accordance with the terms of the Credit Agreement, this Mortgage and the Loan Documents (all obligations referred to in clauses (A) through (C) being referred to, collectively, as the "Secured Obligations"), Mortgagor hereby assigns and conveys as security, grants a security interest in, hypothecates, mortgages, pledges, warrants and sets over unto Mortgagee, with mortgage covenants, all the following described property (the "Mortgaged Property") whether now owned or held or hereafter acquired:

(1) all of Mortgagor's right, title and interest in all the fee estate in the land more particularly described on Exhibit A hereto (the "Land"), together with all rights appurtenant thereto, including the easements over certain other adjoining land granted by any easement agreements, covenant or restrictive agreements and all air rights, mineral rights, water rights, oil and gas rights and development rights, if any, relating thereto, and also together with all of the other easements, rights, privileges, interests, permits, hereditaments and appurtenances thereunto belonging or in any wise appertaining and all of the estate, right, title, interest, claim or demand whatsoever of Mortgagor therein and in the streets and ways adjacent thereto, either in law or in equity, in possession or expectancy, now or hereafter acquired (the "Premises");

(2) all of Mortgagor's right, title and interest in all buildings, improvements, structures, paving, parking areas, walkways and landscaping now or hereafter erected or located upon the Land, and all

fixtures of every kind and type affixed to the Premises or attached to or forming part of any structures, buildings or improvements and replacements thereof now or hereafter erected or located upon the Land (the "Improvements");

(3) all of Mortgagor's right, title and interest in all apparatus, movable appliances, building materials, equipment, fittings, furnishings, furniture, machinery and other articles of tangible personal property of every kind and nature, and replacements thereof, now or at any time hereafter placed upon or used in any way in connection with the use, enjoyment, occupancy or operation of the Improvements or the Premises, including all of Mortgagor's books and records relating thereto and including all pumps, tanks, goods, machinery, tools, equipment, lifts (including fire sprinklers and alarm systems, fire prevention or control systems, cleaning rigs, air conditioning, heating, boilers, refrigerating, electronic monitoring, water, loading, unloading, lighting, power, sanitation, waste removal, entertainment, communications, computers, recreational, window or structural, maintenance, truck or car repair and all other equipment of every kind), restaurant, bar and all other indoor or outdoor furniture (including tables, chairs, booths, serving stands, planters, desks, sofas, racks, shelves, lockers and cabinets), bar equipment, glasses, cutlery, uniforms, linens, memorabilia and other decorative items, furnishings, appliances, supplies, inventory, rugs, carpets and other floor coverings, draperies, drapery rods and brackets, awnings, venetian blinds, partitions, chandeliers and other lighting fixtures, freezers, refrigerators, walk-in coolers, signs (indoor and outdoor), computer systems, cash registers and inventory control systems, and all other apparatus, equipment, furniture, furnishings, and articles used in connection with the use or operation of the Improvements or the Premises, it being understood that the enumeration of any specific articles of property shall in no way result in or be held to exclude any items of property not specifically mentioned (the property referred to in this paragraph (3) being hereinafter called the "Personal Property");

(4) all of Mortgagor's right, title and interest in all general intangibles relating to design, development, operation, management and use of the Premises or the Improvements, all certificates of occupancy, zoning variances, building, use or other

permits, approvals, authorizations and consents obtained from and all materials prepared for filing or filed with any governmental agency in connection with the development, use, operation or management of the Premises and improvements, all construction, service, engineering, consulting, leasing, architectural and other similar contracts concerning the design, construction, management, operation, occupancy and/or use of the Premises and Improvements, all architectural drawings, plans, specifications, soil tests, feasibility studies, appraisals, environmental studies, engineering reports and similar materials relating to any portion of or all of the Premises and Improvements, and all payment and performance bonds or warranties or guarantees relating to the Premises or the Improvements, all to the extent assignable (the "Permits, Plans and Warranties");

(5) Mortgagor's interest in and rights under any existing lease of the Mortgaged Property to an operator identified on Schedule 1.01(a) to the Credit Agreement and any lease relating to the Mortgaged Property permitted by section 7.08 (b)(ii) of the Credit Agreement (in either case, an "Operating Lease"), all other leases or licenses (under which Mortgagor is landlord or licensor) and subleases (under which Mortgagor is sublandlord), concession, management or other agreements of a similar kind that permit the use or occupancy of the Premises or the Improvements for any purpose in return for any payment, or the extraction or taking of any gas, oil, water or other minerals from the Premises in return for payment of any fee, rent or royalty (collectively, "Leases"), and all agreements or contracts for the sale or other disposition of all or any part of the Premises or the Improvements, now or hereafter entered into by Mortgagor, together with all charges, fees, income, issues, profits, receipts, rents, revenues or royalties payable thereunder ("Rents");

(6) all of Mortgagor's right, title and interest in and to all real estate tax refunds and all proceeds of the conversion, voluntary or involuntary, of any of the Mortgaged Property into cash or liquidated claims ("Proceeds"), including Proceeds of insurance maintained by the Mortgagor or caused by the Mortgagor to be maintained by any operator of the Truckstop pursuant to an Operating Lease and condemnation awards, any awards which may become due by reason of the taking by eminent domain or any transfer in lieu thereof of the whole or any part of the Premises or Improvements

or any rights appurtenant thereto, and any awards for change of grade of streets, together with any and all moneys now or hereafter on deposit for the payment of real estate taxes, assessments or common area charges levied against the Mortgaged Property, unearned premiums on policies of fire and other insurance maintained by the Mortgagor or caused by the Mortgagor to be maintained by any tenant under an Operating Lease covering any interest in the Mortgaged Property or required by the Credit Agreement; and

(7) all right, title and interest of the Mortgagor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of and all additions and appurtenances to, the Land, the Premises, the Improvements, the Personal Property, the Permits, Plans and Warranties and the Leases, hereinafter acquired by or released to the Mortgagor or constructed, assembled or placed by the Mortgagor on the Land, the Premises or the Improvements, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, deed of trust, conveyance, assignment or other act by the Mortgagor, all of which shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by the Mortgagor and specifically described herein.

TO HAVE AND TO HOLD by Mortgagee and its successors and assigns forever, subject only to the Permitted Encumbrances (as hereinafter defined) and to satisfaction and cancellation as provided in Section 3.05.

ARTICLE I

Representations, Warranties and Covenants of Mortgagor

Mortgagor agrees, covenants, represents and/or warrants as follows:

SECTION 1.01. Title; Operating Leases.

(a) Mortgagor has good and marketable title to an indefeasible fee estate in the Land and Improvements subject to no lien, charge or encumbrance except for, and this Mortgage is and will remain a valid and enforceable first and prior lien on the Premises, Improvements and the Rents subject only to, in each case, Liens permitted by Section 7.02 of

the Credit Agreement and the exceptions and encumbrances described in the lender's title insurance policy provided or to be provided to Collateral Agent pursuant to the Credit Agreement (collectively, the "Permitted Encumbrances").

(b) Mortgagor has good and marketable title to all the Personal Property subject to no lien, charge or encumbrance other than this Mortgage and the Permitted Encumbrances. The Personal Property constitutes and will constitute all of such items as are necessary for the use of the Premises and Improvements as a full service truckstop facility (or truckstop facilities in the case where the Mortgaged Property is comprised of more than one independent, fully integrated truckstop facility) of the type there conducted on the date hereof (each a "Truckstop"). The Personal Property is not and will not (except as expressly permitted by Section 7.08 of the Credit Agreement) become the subject matter of any lease or other arrangement that is not a Permitted Encumbrance whereby the ownership of any Personal Property will be held by any person or entity other than Mortgagor; except as expressly permitted by Section 7.05 of the Credit Agreement none of the Personal Property will be removed from the Premises or the Improvements unless the same is no longer needed for the continued operation of the Premises and the Improvements as currently operated (or as then operated, to the extent that any change from the current manner of operation was permitted by the Credit Agreement) or is replaced by other Personal Property of substantially equal or greater utility and value; and, except as expressly permitted by Section 7.05 of the Credit Agreement, Mortgagor will not create or cause to be created (other than Permitted Encumbrances) any security interest covering any of the Personal Property other than the security interest in the Personal Property created in favor of Mortgagee by this Mortgage or any other agreement collateral hereto.

(c) Except as set forth in the Credit Agreement, there are no Leases affecting a material portion of the Mortgaged Property. Each Lease is in full force and effect, and, except as set forth in the Credit Agreement, Mortgagor has not given, nor has it received, any notice of default with respect to any material obligation under any Lease. Each Lease is subject to no lien, charge or encumbrance other than this Mortgage and the Permitted Encumbrances.

(d) All easement agreements, covenant or restrictive agreements, supplemental agreements and any other instruments hereinabove referred to and mortgaged hereby are and will remain valid, subsisting and in full force and effect, unless the failure to remain valid,

subsisting and in full force and effect, individually or in the aggregate, would not have a material adverse effect on the Mortgaged Property, and Mortgagor is not in default thereunder and has fully performed the material terms thereof required to be performed through the date hereof, and has no knowledge of any default thereunder or failure to fully perform the terms thereof by any other party, nor of the occurrence of any event which after notice or the passage of time or both will constitute a default thereunder. Each Truckstop on the Mortgaged Property is fully served by water, gas, electric, storm and sanitary sewage facilities, such utilities serving the Premises and the Improvements are located in and in the future will be located in, and adequate vehicular access to the Premises and the Improvements is provided by, either a public right-of-way abutting and contiguous with the Land or valid recorded unsubordinated easements.

(e) Mortgagor has good and lawful right and full power and authority to mortgage the Mortgaged Property and will forever warrant and defend its title to the Mortgaged Property, the rights of Mortgagee therein under this Mortgage and the validity and priority of the lien of this Mortgage thereon against the claims of all persons and parties except those having rights under Permitted Encumbrances to the extent of those rights.

(f) This Mortgage, when duly recorded in the appropriate public records and when financing statements are duly filed in the appropriate public records, will create a valid, perfected and enforceable lien upon and security interest in all the Mortgaged Property and there will be no defenses or offsets to this Mortgage or to any of the Secured Obligations.

(g) Mortgagor expressly covenants and agrees to cause the Secured Obligations and any other payments intended to be secured hereby to be duly and punctually paid by the Borrower.

SECTION 1.02. Credit Agreement; Certain Amounts.

(a) This Mortgage is given pursuant to the Credit Agreement. Each and every term and provision of the Credit Agreement, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties of the parties thereto shall be considered as if a part of this Mortgage. Not in limitation of the foregoing, Sections 9 and 10 of the Guarantee Agreement and Section 10.16 of the Credit Agreement are hereby incorporated by reference and the

Mortgagor hereby agrees to be bound by such provisions as if such provisions were included herein.

(b) If any remedy or right of Mortgagee pursuant hereto is acted upon by Mortgagee or if any actions or proceedings (including any bankruptcy, insolvency or reorganization proceedings) are commenced in which Mortgagee is made a party and is obliged to defend or uphold or enforce this Mortgage or the rights of Mortgagee hereunder or the terms of any Lease, or if a condemnation proceeding is instituted affecting the Mortgaged Property, Mortgagor will pay all sums, including reasonable attorneys' fees and disbursements, incurred by Mortgagee related to the exercise of any remedy or right of Mortgagee pursuant hereto or for the expense of any such action or proceeding together with all statutory or other costs, disbursements and allowances, interest thereon from the date of demand for payment thereof at the Default Rate, and such sums and the interest thereon shall, to the extent permissible by law, be a lien on the Mortgaged Property prior to any right, title to, interest in or claim upon the Mortgaged Property attaching or accruing subsequent to the recording of this Mortgage and shall be secured by this Mortgage to the extent permitted by law. Any payment of amounts due under this Mortgage not made on or before the due date for such payments shall accrue interest daily without notice from the due date until paid at the Default Rate, and such interest at the Default Rate shall be immediately due upon demand by Mortgagee.

SECTION 1.03. Payment of Taxes, Liens and Charges. (a) Except as may be permitted by Section 6.03 of the Credit Agreement, Mortgagor will pay and discharge from time to time when the same shall become due and payable, and before any interest or penalty accrues thereon or attaches thereto, all taxes of every kind and nature, all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents, all vault charges, and all other public charges, and all service charges, common area charges, private maintenance charges, utility charges and all other private charges, whether of a like or different nature, imposed upon or assessed against the Mortgaged Property or any part thereof or upon the Rents from the Mortgaged Property or arising in respect of the occupancy, use or possession thereof. At Mortgagee's option, Mortgagee will enter into a contract, at Mortgagor's reasonable expense, with a tax service firm who will provide to Mortgagee on or about the same times each year, receipts evidencing the payment of all such taxes, assessments, levies, fees and other public charges imposed upon or assessed against the Mortgaged Property.

(b) In the event of the passage of any state, Federal, municipal or other governmental law, order, rule or regulation subsequent to the date hereof (i) deducting from the value of real property for the purpose of taxation any lien or encumbrance thereon or in any manner changing or modifying the laws now in force governing the taxation of this Mortgage or debts secured by mortgages (other than laws governing income, franchise and similar taxes generally) or the manner of collecting taxes thereon and (ii) imposing a tax to be paid by Mortgagee, either directly or indirectly, on this Mortgage, the indebtedness secured hereby or any of the Loan Documents or to require an amount of taxes to be withheld or deducted from any payments of interest and/or principal made in respect thereof, Mortgagor will promptly notify Mortgagee of such event. In such event Mortgagor shall (i) agree to enter into such further documents or instruments as may be reasonably necessary or desirable to obligate Mortgagor to make any applicable additional payments and (ii) Mortgagor shall make such additional payments. If Mortgagor is not permitted by law to do that which is required by the preceding sentence, Mortgagee shall be entitled to exercise any or all of its rights and remedies under the Loan Documents including the right to accelerate the Secured Obligations.

(c) At any time that an Event of Default shall occur hereunder, or if required by any law applicable to Mortgagor or to Mortgagee, Mortgagee shall have the right to direct Mortgagor to make an initial deposit on account of real estate taxes and assessments, insurance premiums and common area charges, levied against or payable in respect of the Mortgaged Property in advance and thereafter semi-annually, each such deposit to be equal to one-half of any such annual charges estimated by Mortgagee in order to accumulate with Mortgagee sufficient funds to pay such taxes, assessments, insurance premiums and charges.

SECTION 1.04. Payment of Closing Costs.

Mortgagor shall pay all costs in connection with, relating to or arising out of the preparation, execution and recording of this Mortgage, including title company premiums and charges, inspection costs, survey costs, recording fees and taxes, attorneys', engineers', appraisers' and consultants' fees and disbursements and all other similar expenses of every kind.

SECTION 1.05. Plans; Alterations and Waste;

Repairs. (a) No Improvements will be materially altered or demolished or removed in whole or in part by Mortgagor or any Operator except in connection with Capital Expenditures permitted by Section 7.13 of the Credit Agreement.

Mortgagor will not erect any additions to the existing Improvements or other structures on the Premises which will materially interfere with the Truckstop operation conducted thereon on the date hereof, without the prior written consent of Mortgagee. Mortgagor will not commit any waste on the Mortgaged Property or make any alteration to, or change in the use of, the Mortgaged Property which will diminish the fair market value thereof or materially increase any ordinary fire or other hazard arising out of construction or operation, and in no event shall any alteration to, or change in the use of, the Mortgaged Property be contrary to the terms of any insurance policy required to be kept pursuant to paragraph 1.06. Mortgagor will maintain and operate (or cause each Operator, if any, to maintain and operate) the Improvements and Personal Property in good repair, working order and condition, reasonable wear and tear excepted.

(b) Mortgagor shall maintain a complete set of final plans, specifications, blueprints and drawings for the Mortgaged Property either at the Mortgaged Property or in a particular office at the headquarters of Mortgagor to which Mortgagee shall have access upon reasonable advance notice.

SECTION 1.06. Insurance. Mortgagor will keep or cause to be kept the Improvements and Personal Property insured against such risks, and in the manner, required by Section 6.02 of the Credit Agreement.

SECTION 1.07. Casualty; Restoration of Casualty Damage. (a) Mortgagor, in accordance with Section 9 of the Guarantee Agreement, shall give Mortgagee prompt written notice of any Casualty to the Mortgaged Property. Subject to the provisions of Section 9 of the Guarantee Agreement, payment of any loss will be made directly in its entirety to Mortgagee and any such proceeds relating to a Casualty shall be held or applied by Mortgagee in accordance with Section 9 of the Guarantee Agreement.

SECTION 1.08. Condemnation/Eminent Domain. The Mortgagor shall, in accordance with Section 9 of the Guarantee Agreement, notify the Mortgagee promptly upon obtaining knowledge of any pending or threatened Condemnation of the Mortgaged Property. All Condemnation Proceeds shall be paid directly to and held and applied by Mortgagee in accordance with Section 9 of the Guarantee Agreement.

SECTION 1.09. Assignment of Leases and Rents. (a) Mortgagor hereby irrevocably and absolutely grants, transfers and assigns all of its right, title and interest

in each Operating Lease, if any, and all other Leases, together with any and all extensions and renewals thereof for purposes of securing and discharging the performance by Mortgagor of the Secured Obligations. Mortgagor has not assigned or executed any assignment of, and will not assign or execute any assignment of, any Operating Lease or any other Lease or their respective Rents to anyone other than Mortgagee.

(b) Without Mortgagee's prior written consent, Mortgagor will not (1) modify, amend, terminate or consent to the cancellation or surrender of any Operating Lease or any other Lease if such modification, amendment, termination or consent would, in the reasonable judgment of the Mortgagee, be adverse in any material respect to the Lenders, the value of the Mortgaged Property or the lien created by this Mortgage or (2) consent to an assignment of any Operator's interest in any Operating Lease or to a subletting thereof covering a material portion of any Truckstop comprising a portion of the Mortgaged Property, except as may be permitted by this Mortgage or the Credit Agreement.

(c) Subject to paragraph 1.09(d), Mortgagor has assigned and transferred to Mortgagee all of Mortgagor's right, title and interest in and to the Rents now or hereafter arising from each Operating Lease, if any, and all other Leases heretofore or hereafter made or agreed to by Mortgagor, it being intended that this assignment establish, subject to paragraph 1.09(d), an absolute transfer and assignment of all Rents and each such Operating Lease, if any, and all other Leases to Mortgagee and not merely to grant a security interest therein. Subject to paragraph 1.09(d), Mortgagee may in Mortgagor's name and stead (with or without first taking possession of any of the Mortgaged Property personally or by receiver as provided herein) operate the Mortgaged Property and rent, lease or let all or any portion of any of the Mortgaged Property to any party or parties at such rental and upon such terms as Mortgagee shall, in its sole discretion, determine, and may collect and have the benefit of all of said Rents arising from or accruing at any time thereafter or that may thereafter become due under each operating Lease and all other Leases.

(d) Until an Event of Default occurs or after an Event of Default has occurred but is no longer continuing, Mortgagee will not exercise any of its rights under paragraph 1.09(c), and Mortgagor shall receive and collect the Rents accruing under any Operating Lease or any other Lease; but after the happening of any Event of Default (but

only while such Event of Default continues), Mortgagee may, at its option, receive and collect all Rents and enter upon the Premises and Improvements through its officers, agents, employees or attorneys for such purpose and for the operation and maintenance thereof. Upon the happening of an Event of Default, Mortgagor hereby irrevocably authorizes and directs each Operator, if any, each other tenant, if any, and each successor, if any, to the interest of any Operator or tenant under (i) any Operating Lease and (ii) any other Leases to rely upon any notice of a claimed Event of Default sent by Mortgagee to any such Operator, if any, or tenant or any of their successors in interest, and thereafter to pay Rents to Mortgagee without any obligation or right to inquire as to whether an Event of Default actually exists and even if some notice to the contrary is received from the Mortgagor, who shall have no right or claim against any such Operator, if any, or tenant or successor in interest for any such Rents so paid to Mortgagee. Each Operator, if any, or tenant or any of their successors in interest from whom Mortgagee or any officer, agent, attorney or employee of Mortgagee shall have collected any Rents, shall be authorized to pay Rents to Mortgagor only after such Operator, if any, or tenant or any of their successors in interest shall have received written notice from Mortgagee that the Event of Default is no longer continuing, which notice Mortgagee shall be obligated to give if Mortgagee agrees that such Event of Default is no longer continuing, unless and until a further notice of an Event of Default is given by Mortgagee to such tenant or any of their successors in interest.

(e) Mortgagee will not become a mortgagee in possession so long as it does not enter or take actual possession of the Mortgaged Property. In addition, Mortgagee shall not be responsible or liable for performing any of the obligations of the landlord under any Operating Lease or any other Lease, for any waste by any Operator or any tenant, or others, for any dangerous or defective conditions of any of the Mortgaged Property, for negligence in the management, upkeep, repair or control of any of the Mortgaged Property or any other act or omission by any other person.

(f) Mortgagor shall furnish to Mortgagee, within 30 days after a request by Mortgagee to do so, a written statement containing the names of each Operator, if any, all tenants, subtenants and concessionaires of the Premises or Improvements, the terms of each Operating Lease, if any, or any other Lease, the space occupied and the rentals or license fees payable thereunder.

SECTION 1.10. Restrictions on Transfers and Encumbrances. (a) Except as permitted hereby, by the Credit Agreement or by the Guaranty Agreement, Mortgagor shall not directly or indirectly sell, convey, alienate, assign, lease, sublease, license, mortgage, pledge, encumber or otherwise transfer, create, consent to or suffer the creation of any lien, charges or any form of encumbrance upon any interest in or any part of the Mortgaged Property, or be divested of its title to the Mortgaged Property or any interest therein in any manner or way, whether voluntarily or involuntarily (other than resulting from a taking), or engage in any common, cooperative, joint, time-sharing or other congregate ownership of all or part thereof; provided, however, that Mortgagor may in the ordinary course of business within reasonable commercial standards, enter into easement or covenant agreements which relate to and/or benefit the operation of the Mortgaged Property and which do not materially or adversely affect the use and operation of the same (except for customary utility easements which service the Mortgaged Property).

SECTION 1.11. Security Agreement. This Mortgage is both a mortgage of real property and a grant of a security interest in personal property, and shall constitute and serve as a "Security Agreement" within the meaning of the uniform commercial code as adopted in the state wherein the Premises are located. Mortgagor has hereby granted unto Mortgagee a security interest in and to all the Mortgaged Property described in this Mortgage that is not real property, and simultaneously with the recording of this Mortgage, Mortgagor has filed or will file UCC financing statements, and will file continuation statements prior to the lapse thereof, at the appropriate offices in the state in which the Premises are located to perfect the security interest granted by this Mortgage in all the Mortgaged Property that is not real property. Mortgagor hereby appoints Mortgagee as its true and lawful attorney-in-fact and agent, for Mortgagor and in its name, place and stead, in any and all capacities, to execute any document and to file the same in the appropriate offices (to the extent it may lawfully do so), and to perform each and every act and thing requisite and necessary to be done to perfect the security interest contemplated by the preceding sentence. Mortgagee shall have all rights with respect to the part of the Mortgaged Property that is the subject of a security interest afforded by the uniform commercial code as adopted in the state wherein the Premises are located in addition to, but not in limitation of, the other rights afforded Mortgagee hereunder.

SECTION 1.12. Filing and Recording. Mortgagor will cause this Mortgage, any other security instrument creating a security interest in or evidencing the lien hereof upon the Mortgaged Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to perfect the lien hereof upon, and the security interest of Mortgagee in, the Mortgaged Property. Mortgagor will pay all filing, registration or recording fees, and all expenses incidental to the execution and acknowledgment of this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Personal Property, and any instrument of further assurance and all Federal, state, county and municipal recording, documentary or intangible taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution, delivery and recording of this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Personal Property or any instrument of further assurance.

SECTION 1.13. Further Assurances. Upon demand by Mortgagee, Mortgagor will, at the cost of Mortgagor and without expense to Mortgagee, do, execute, acknowledge and deliver all such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as Mortgagee shall from time to time reasonably require for the better assuring, conveying, assigning, transferring and confirming unto Mortgagee the property and rights hereby conveyed or assigned or intended now or hereafter so to be, or which Mortgagor may be or may hereafter become bound to convey or assign to Mortgagee, or for carrying out the intention or facilitating the performance of the terms of this Mortgage, or for filing, registering or recording this Mortgage, and on demand, Mortgagor will also execute and deliver and hereby appoints Mortgagee as its true and lawful attorney-in-fact and agent, for Mortgagor and in its name, place and stead, in any and all capacities, to execute and file to the extent it may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments reasonably requested by Mortgagee to evidence more effectively the lien hereof upon the Personal Property and to perform each and every act and thing requisite and necessary to be done to accomplish the same.

SECTION 1.14. Additions to Mortgaged Property. All right, title and interest of Mortgagor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to,

the Mortgaged Property hereafter acquired by or released to Mortgagor or constructed, assembled or placed by Mortgagor upon the Premises or the Improvements, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case without any further mortgage, conveyance, assignment or other act by Mortgagor, shall become subject to the lien and security interest of this Mortgage as fully and completely and with the same effect as though now owned by Mortgagor and specifically described in the grant of the Mortgaged Property above, but at any and all times Mortgagor will execute and deliver to Mortgagee any and all such further assurances, mortgages, conveyances or assignments thereof as Mortgagee may reasonably require for the purpose of expressly and specifically subjecting the same to the lien and security interest of this Mortgage.

SECTION 1.15. No Claims Against Mortgagee.

Nothing contained in this Mortgage shall constitute a consent or request by Mortgagee, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Mortgaged Property or any part thereof, nor as giving Mortgagor any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Mortgagee in respect thereof.

SECTION 1.16. Fixture Filing. Certain portions of the Mortgaged Property are or will become "fixtures" (as that term is defined in the UCC) on the Land, and this Mortgage, upon being filed for record in the real estate records of the county wherein such fixtures are situated, shall operate also as a financing statement filed as a fixture filing in accordance with the applicable provisions of said UCC upon such portions of the Mortgaged Property that are or become fixtures. The addresses of the Mortgagor, as debtor, and Mortgagee, as secured party, are set forth in the first page of this Mortgage.

ARTICLE II

Defaults and Remedies

SECTION 2.01. Events of Default. It shall be an Event of Default under this Mortgage if any Event of Default (as therein defined) shall exist pursuant to (1) the Credit Agreement or (2) any Other Mortgage.

SECTION 2.02. Demand for Payment. If an Event of Default as set forth herein shall occur and be continuing, then, upon written demand of Mortgagee, Mortgagor will pay to Mortgagee all amounts due under the Credit Agreement and this Mortgage and such further amount as shall be sufficient to cover the costs and expenses of collection, including attorneys' fees, disbursements and expenses incurred by Mortgagee. In case Mortgagor shall fail forthwith to pay such amounts upon Mortgagee's demand, Mortgagee shall be entitled and empowered to institute an action or proceedings at law or in equity for the collection of the sums so due and unpaid, to prosecute any such action or proceedings to judgment or final decree, to enforce any such judgment or final decree against Mortgagor and to collect, in any manner provided by law, all moneys adjudged or decreed to be payable.

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SECTION 2.03. Rights to Take Possession, Operate and Apply Revenues. (a) If an Event of Default shall occur and be continuing, Mortgagor shall, upon demand of Mortgagee, forthwith surrender to Mortgagee actual possession of the Mortgaged Property and, if and to the extent permitted by law, Mortgagee itself, or by such officers or agents as it may appoint, may then enter and take possession of all the Mortgaged Property without the appointment of a receiver or an application therefor, exclude Mortgagor and its agents and employees wholly therefrom, and have access (with Mortgagor) to the books, papers and accounts of Mortgagor.

(b) If Mortgagor shall for any reason fail to surrender or deliver the Mortgaged Property or any part thereof after such demand by Mortgagee, Mortgagee may obtain a judgment or decree conferring upon Mortgagee the right to immediate possession or requiring Mortgagor to deliver immediate possession of the Mortgaged Property to Mortgagee, to the entry of which judgment or decree Mortgagor hereby specifically consents. Mortgagor will pay to Mortgagee, upon demand, all expenses of obtaining such judgment or decree, including compensation to Mortgagee's attorneys and agents with interest thereon at the Default Rate, and all such expenses and compensation shall, until paid, be secured by this Mortgage.

(c) Upon every such entry or taking of possession, Mortgagee may hold, store, use, operate, manage and control the Mortgaged Property, conduct the business thereof and, from time to time, (1) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon, (2) purchase or otherwise acquire additional fixtures,

personalty and other property, (3) insure or keep the Mortgaged Property insured, (4) manage and operate the Mortgaged Property and exercise all the rights and powers of Mortgagor to the same extent as Mortgagor could in its own name or otherwise with respect to the same, or (5) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted Mortgagee, all as may from time to time be directed or determined by Mortgagee to be in its best interest and Mortgagor hereby appoints Mortgagee as its true and lawful attorney-in-fact and agent, for Mortgagor and in its name, place and stead, in any and all capacities, to perform any of the foregoing acts. Mortgagee may collect and receive all the Rents, issues, profits and revenues from the Mortgaged Property, including those past due as well as those accruing thereafter, and, after deducting (i) all expenses of taking, holding, managing and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes), (ii) the costs of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases and acquisitions, (iii) the costs of insurance, (iv) such taxes, assessments and other similar charges as Mortgagee may at its option pay, (v) other proper charges upon the Mortgaged Property or any part thereof and (vi) the compensation, expenses and disbursements of the attorneys and agents of Mortgagee, Mortgagee shall apply the remainder of the moneys and proceeds so received in accordance with Section 2.08 hereof.

(d) Whenever, before any sale of the Mortgaged Property under Section 2.06, all Secured Obligations which are then due shall have been paid and all Events of Default fully cured, Mortgagee will surrender possession of the Mortgaged Property back to Mortgagor, its successors or assigns. The same right of taking possession shall, however, arise again if any subsequent Event of Default shall occur and be continuing.

SECTION 2.04. Right to Cure Mortgagor's Failure to Perform. Prior to the occurrence of an Event of Default upon five days' notice to Mortgagor (except in the case of an emergency), or after the occurrence of an Event of Default at any time and without notice, should Mortgagor fail in the payment, performance or observance of any term, covenant or condition with respect to the Mortgaged Property set forth in this Mortgage or the Credit Agreement, Mortgagee may pay, perform or observe the same, and all payments made or costs or expenses incurred by Mortgagee in connection therewith shall be secured hereby and shall be, without demand, immediately repaid by Mortgagor to Mortgagee with interest thereon at the Default Rate. Mortgagee shall

be the judge of the necessity for any such actions and of the amounts to be paid. Subject to the notice provisions of the first sentence of this paragraph 2.04, Mortgagee is hereby empowered to enter and to authorize others to enter upon the Premises or the Improvements or any part thereof for the purpose of performing or observing any such defaulted term, covenant or condition without having any obligation to so perform or observe and without thereby becoming liable to Mortgagor, to any person in possession holding under Mortgagor or to any other person.

SECTION 2.05. Right to a Receiver. If an Event of Default shall occur and be continuing, Mortgagee, upon application to a court of competent jurisdiction, shall be entitled as a matter of right to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect and apply the Rents. The receiver shall have all of the rights and powers permitted under the laws of the state wherein the Mortgaged Property is located. Mortgagor will pay to Mortgagee upon demand all expenses, including receiver's fees, attorney's fees and disbursements, costs and agent's compensation incurred pursuant to the provisions of this Section 2.05; and all such expenses shall be secured by this Mortgage and shall be, without demand, immediately repaid by Mortgagor to Mortgagee with interest thereon at the Default Rate.

SECTION 2.06. Foreclosure and Sale. (a) If an Event of Default shall occur and be continuing, Mortgagee may elect to sell the Mortgaged Property or any part of the Mortgaged Property by exercise of the power of foreclosure or of sale granted to Mortgagee by applicable law or this Mortgage, including advertisement and sale. In such case, Mortgagee may commence a civil action to foreclose this Mortgage, or it may proceed and sell the Mortgaged Property to satisfy any Secured Obligation. Mortgagee or an officer appointed by a judgment of foreclosure to sell the Mortgaged Property may sell all or such parts of the Mortgaged Property as may be chosen by Mortgagee at the time and place of sale fixed by it in a notice of sale, either as a whole or in separate lots, parcels or items as Mortgagee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder. Mortgagee or an officer appointed by a judgment of foreclosure to sell the Mortgaged Property may postpone any foreclosure or other sale of all or any portion of the Mortgaged Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement or subsequently noticed sale. Without further notice, Mortgagee or an officer appointed to sell the Mortgaged Property may make such sale at the time fixed by

the last postponement, or may, in its discretion, give a new notice of sale. Any person, including Mortgagor or Mortgagee or any designee or affiliate thereof, may purchase at such sale.

(b) The Mortgaged Property may be sold subject to unpaid taxes and Permitted Encumbrances, and after deducting all costs, fees and expenses of Mortgagee, including costs of evidence of title in connection with the sale, Mortgagee or an officer that makes any sale shall apply the proceeds of sale in the manner set forth in Section 2.08.

(c) Any foreclosure or other sale of less than the whole of the Mortgaged Property or any defective or irregular sale made hereunder shall not exhaust the power of foreclosure provided for herein; and subsequent sales may be made hereunder until the Secured Obligations have been satisfied, or the entirety of the Mortgaged Property has been sold.

(d) Mortgagor waives, to the extent not prohibited by law, (1) the benefit of all laws now existing or hereafter may be enacted providing for any appraisement before sale of any portion of the Mortgaged Property, (2) the benefit of all laws now existing or that may be hereafter enacted in any way extending the time for the enforcement or the collection of amounts due under any of the Secured Obligations or creating or extending a period of redemption from any sale made in collecting said debt or any other amounts due Mortgagee, (3) any right to at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisement, valuation, stay, extension or redemption, or sale of the Mortgaged Property as separate tracts, units or estates or as a single parcel in the event of foreclosure, and (4) all rights of redemption, valuation, appraisement, stay of execution, notice of election to mature or declare due the whole of or each of the Secured Obligations and marshaling in the event of foreclosure of this Mortgage.

(e) To the extent not prohibited by law, the right of Mortgagee to foreclose on and sell all or any part of the Mortgaged Property shall not be affected or impaired by the cure of any Event of Default after the publication of notice of or the commencement of any legal proceeding for such sale.

(f) If an Event of Default shall occur and be continuing, Mortgagee may instead of, or in addition to, exercising the rights described in paragraph 2.06(a), above, and either with or without entry or taking possession as

herein permitted, proceed by a suit or suits in law or in equity or by any other appropriate proceeding or remedy (1) to specifically enforce payment of some or all of the terms of the Loan Documents or the performance of any term, covenant, condition or agreement of this Mortgage or any other right, or (2) to pursue any other remedy available to it, all as Mortgagee shall determine most effectual for such purposes.

SECTION 2.07. Other Remedies. (a) In case an Event of Default shall occur and be continuing, Mortgagee may also exercise, to the extent not prohibited by law, any or all of the remedies available to a secured party under the uniform commercial code of the state wherein the Premises are located, including, to the extent not prohibited by applicable law, the following:

(1) Either personally or by means of a court appointed receiver, to take possession of all or any of the Personal Property and exclude therefrom Mortgagor and all others claiming under Mortgagor, and thereafter to hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of Mortgagor with respect to the Personal Property or any part thereof.

(2) To make such payments and do such acts as Mortgagee may deem necessary to protect its security interest in the Personal Property including paying, purchasing, contesting or compromising any encumbrance, charge or lien which is prior or superior to the security interest granted hereunder, and, in exercising any such powers or authority, paying all expenses incurred in connection therewith.

(3) To assemble the Personal Property or any portion thereof at a place designated by Mortgagee and reasonably convenient to both parties, to demand prompt delivery of the Personal Property to Mortgagee or an agent or representative designated by it, and to enter upon any or all of the Premises or Improvements to exercise Mortgagee's rights hereunder.

(4) To sell or otherwise dispose of or purchase the Personal Property at public sale, with or without having the Personal Property at the place of sale, upon such terms and in such manner as Mortgagee may determine, after Mortgagee shall have given Mortgagor at least ten days' prior written notice of the time and place of any public sale or other intended disposition

of the Personal Property by mailing a copy to Mortgagor at the address set forth in Section 3.02.

(b) In connection with a sale of the Mortgaged Property or any Personal Property and the application of the proceeds of sale as provided in Section 2.08 of this Mortgage, Mortgagee shall be entitled to enforce payment of and to receive up to the principal amount of the Secured Obligations, plus all other charges, payments and costs due under this Mortgage, and to recover a deficiency judgment for any portion of the aggregate principal amount of the Secured Obligations remaining unpaid, with interest thereon as provided in the Credit Agreement.

SECTION 2.08. Application of Sale Proceeds and Rents. After any foreclosure sale of all or any of the Mortgaged Property, Mortgagee shall receive the proceeds of sale, no purchaser shall be required to see to the application of the proceeds and Mortgagee shall apply the proceeds of the sale together with any Rents that may have been collected and any other sums which then may be held by Mortgagee under this Mortgage as follows:

First: to the payment of the costs and expenses of such sale, including compensation to Mortgagee's attorneys and agents, and of any judicial proceedings wherein the same may be made, and of all expenses, liabilities and advances made or incurred by Mortgagee under this Mortgage, together with interest at the Default Rate on all advances made by Mortgagee, including all taxes or assessments (except any taxes, assessments or other charges subject to which the Mortgaged Property shall have been sold) and the cost of removing any Permitted Encumbrance (except any Permitted Encumbrance subject to which the Mortgaged Property was sold);

Second: to the Mortgagee for distribution to the Secured Parties to be applied to the Secured Obligations owed to them; and

Third: to the Mortgagor, its successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Mortgagee shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Mortgage. Upon any sale of the Mortgaged Property by the Mortgagee (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Mortgagee or of the officer

making the sale shall be a sufficient discharge to the purchaser or purchasers of the Mortgaged Property so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Mortgagee or such officer or be answerable in any way for the misapplication thereof.

SECTION 2.09. Mortgagor as Tenant Holding Over.

If Mortgagor remains in possession of any of the Mortgaged Property after any foreclosure sale by Mortgagee, at Mortgagee's election Mortgagor shall be deemed a tenant holding over and shall forthwith surrender possession to the purchaser or purchasers at such sale or be summarily dispossessed or evicted according to provisions of law applicable to tenants holding over.

SECTION 2.10. Waiver of Appraisement, Valuation, Stay, Extension and Redemption Laws.

(a) Mortgagor will not object to any sale of the Mortgaged Property in its entirety pursuant to Section 2.06, and for itself and all who may claim under it, Mortgagor waives, to the extent that it lawfully may, all right to have the Mortgaged Property marshaled or to have the Mortgaged Property sold as separate estates, parcels, tracts or units in the event of any foreclosure of this Mortgage.

(b) To the full extent permitted by the law of the state wherein the Mortgaged Property is located or other applicable law, neither Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension, homestead-exemption or redemption laws now or hereafter in force in order to prevent or hinder the enforcement or foreclosure of this Mortgage, the absolute sale of the Mortgaged Property or the final and absolute putting of the purchasers into possession thereof immediately after any sale; and Mortgagor, for itself and all who may at any time claim through or under it, hereby waives to the full extent that it may lawfully do so, the benefit of all such laws and any and all right to have the assets covered by the lien and/or security interest created hereby marshaled upon any foreclosure of this Mortgage.

SECTION 2.11. Discontinuance of Proceedings.

In case Mortgagee shall proceed to enforce any right, power or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall be discontinued or abandoned for any reason, or shall be determined adversely to Mortgagee, then and in every such case Mortgagor and Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of

Mortgagee shall continue as if no such proceeding had been taken.

SECTION 2.12. Suits to Protect the Mortgaged Property. Mortgagee shall have power (a) to institute and maintain suits and proceedings to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or in violation of this Mortgage, (b) to preserve or protect its interest in the Mortgaged Property and in the Rents arising therefrom and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid if the enforcement of or compliance with such enactment, rule or order would impair the security or be prejudicial to the interest of Mortgagee hereunder.

SECTION 2.13. Filing Proofs of Claim. In case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Mortgagor, Mortgagee shall, to the extent permitted by law, be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the Secured Obligations allowed as claims in such proceedings at the date of the institution of such proceedings and for any interest accrued, late charges and additional interest or other amounts due or which may become due and payable hereunder after such date.

SECTION 2.14. Possession by Mortgagee. Notwithstanding the appointment of any receiver, liquidator or trustee of Mortgagor, any of its property or the Mortgaged Property, Mortgagee shall be entitled, to the extent not prohibited by law, to remain in possession and control of all parts of the Mortgaged Property now or hereafter granted under this Mortgage to Mortgagee in accordance with the terms hereof and applicable law.

SECTION 2.15. Waiver. (a) No delay or failure by Mortgagee to exercise any right, power or remedy accruing upon any breach or Event of Default shall exhaust or impair any such right, power or remedy or be construed to be a waiver of any such breach or Event of Default or acquiescence therein; and every right, power and remedy given by this Mortgage to Mortgagee may be exercised from time to time and as often as may be deemed expedient by Mortgagee. No consent or waiver by Mortgagee to or of any breach or default by Mortgagor in the payment or performance of the Secured Obligations shall be deemed or construed to be a consent or waiver to or of any other breach or Event of Default in the payment or performance of the same or any other Secured Obligations by Mortgagor hereunder. No

failure on the part of Mortgagee to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall constitute a waiver by Mortgagee of its rights hereunder or impair any rights, powers or remedies consequent on any future Event of Default by Mortgagor.

(b) Even if Mortgagee (1) grants some forbearance or an extension of time for the payment of any sums secured hereby, (2) takes other or additional security for the payment of any sums secured hereby, (3) waives or does not exercise some right granted herein or under the Loan Documents, (4) releases a part of the Mortgaged Property from this Mortgage, (5) agrees to change some of the terms, covenants, conditions or agreements of any of the Loan Documents, (6) consents to the filing of a map, plat or replat affecting the Premises, (7) consents to the granting of an easement or other right affecting the Premises or (8) makes or consents to an agreement subordinating Mortgagee's lien on the Mortgaged Property hereunder; no such act or omission shall preclude Mortgagee from exercising any other right, power or privilege herein granted or intended to be granted in the event of any breach or Event of Default then made or of any subsequent default; nor, except as otherwise expressly provided in an instrument executed by Mortgagee, shall this Mortgage be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or part of the Mortgaged Property, Mortgagee is hereby authorized and empowered to deal with any vendee or transferee with reference to the Mortgaged Property secured hereby, or with reference to any of the terms, covenants, conditions or agreements hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any liabilities, obligations or undertakings.

SECTION 2.16. Remedies Cumulative. No right, power or remedy conferred upon or reserved to Mortgagee by this Mortgage is intended to be exclusive of any other right, power or remedy, and each and every such right, power and remedy shall be cumulative and concurrent and in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

ARTICLE III

Miscellaneous

SECTION 3.01. Partial Invalidity. In the event any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such validity, illegality or unenforceability shall, at the option of Mortgagee, not affect any other provision of this Mortgage, and this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

SECTION 3.02. Notices. All notices to be sent and all documents to be delivered hereunder shall be in writing, shall be delivered by hand or overnight courier service, mailed or sent by telex, telecopy or facsimile transmission, and shall be deemed to have been given on the date of receipt if delivered by hand or overnight courier service or sent by telex, telecopy or facsimile transmission, or on the date five Business Days after dispatch by certified or registered mail if mailed, in each case delivered, sent or mailed (properly addressed) to any party hereto at the address or addresses specified in Section 10.01 of the Credit Agreement or at such other address or addresses of which it shall have notified the party giving such notice in accordance with said Section 10.01.

SECTION 3.03. Successors and Assigns. All of the grants, covenants, terms, provisions and conditions herein shall run with the Premises and the Improvements and shall apply to, bind and inure to, the benefit of the permitted successors and assigns of Mortgagor and the successors and assigns of Mortgagee.

SECTION 3.04. Counterparts. This Mortgage may be executed in any number of counterparts and all such counterparts shall together constitute but one and the same Mortgage.

SECTION 3.05. Satisfaction and Cancellation.
(a) The conveyance to Mortgagee created and consummated by this Mortgage shall be null and void when all the Obligations have been indefeasibly paid in full in accordance with the terms of the Loan Documents and the Lenders and the Swingline Lender have no further commitment to lend under the Credit Agreement, no Letters of Credit are outstanding and the Fronting Bank has no further obligation to issue Letters of Credit under the Credit Agreement.

(b) The lien of this conveyance shall be released from such portion of the Mortgaged Property as is required by, pursuant to and in accordance with the operative provisions of (i) Section 7.05 of the Credit Agreement or (ii) Section 10 of the Guarantee Agreement.

(c) In connection with any termination or release pursuant to paragraph (a), the Mortgage shall be marked "satisfied" by the Mortgagee, and this Mortgage may be canceled of record at the request and at the expense of the Mortgagor. Mortgagee shall execute any documents reasonably requested by Mortgagor to accomplish the foregoing or to accomplish any release contemplated by paragraph (a) or (b) and Mortgagor will pay all costs and expenses, including attorneys' fees and disbursements, incurred by Mortgagee in connection with the preparation and execution of such documents.

the Lake County Recorder!

SECTION 3.06. Definitions. As used in this Mortgage, the singular shall include the plural as the context requires and the following words and phrases shall have the following meanings: (a) "including" shall mean "including but not limited to"; (b) "provisions" shall mean "provisions, terms, covenants and/or conditions"; (c) "lien" shall mean "lien, charge, encumbrance, security interest, Mortgage or deed of trust"; (d) "obligation" shall mean "obligation, duty, covenant and/or condition"; and (e) "any of the Mortgaged Property" shall mean "the Mortgaged Property or any part thereof or interest therein". Each reference to an Operating Lease or a Lease shall be a reference to such lease as it may be modified, supplemented, amended and/or restated from time to time by the parties thereto as permitted by this Mortgage. Any act which Mortgagee is permitted to perform hereunder may be performed at any time and from time to time by Mortgagee or any person or entity designated by Mortgagee. Any act which is prohibited to Mortgagor hereunder is also prohibited to all lessees of any of the Mortgaged Property. Each appointment of Mortgagee as attorney-in-fact for Mortgagor under the Mortgage is irrevocable, with power of substitution and coupled with an interest. Subject to the applicable provisions hereof, Mortgagee has the right to refuse to grant its consent, approval or acceptance or to indicate its satisfaction, in its sole discretion, whenever such consent, approval, acceptance or satisfaction is required hereunder.

SECTION 3.07. Multisite Real Estate Transaction. Mortgagor acknowledges that this Mortgage is one of a number of Other Mortgages and Security Documents which secure the Secured Obligations. Mortgagor agrees that the lien of this Mortgage shall be absolute and unconditional and shall not

in any manner be affected or impaired by any acts or omissions whatsoever of Mortgagee and without limiting the generality of the foregoing, the lien hereof shall not be impaired by any acceptance by the Mortgagee of any security for or guarantees of any of the Secured Obligations hereby secured, or by any failure, neglect or omission on the part of Mortgagee to realize upon or protect any Secured Obligation or indebtedness hereby secured or any collateral security therefor including the Other Mortgages and other Security Documents. The lien hereof shall not in any manner be impaired or affected by any release (except as to the property released), sale, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, changing, modification or disposition of any of the obligations secured or of any of the collateral security therefor, including the Other Mortgages and other Security Documents or of any guarantee thereof, and Mortgagee may at its discretion foreclose, exercise any power of sale, or exercise any other remedy available to it under any or all of the Other Mortgages and other Security Documents without first exercising or enforcing any of its rights and remedies hereunder. Such exercise of Mortgagee's rights and remedies under any or all of the Other Mortgages and other Security Documents shall not in any manner impair the indebtedness hereby secured or the lien of this Mortgage and any exercise of the rights or remedies of Mortgagee hereunder shall not impair the lien of any of the Other Mortgages and other Security Documents or any of Mortgagee's rights and remedies thereunder. The undersigned specifically consents and agrees that Mortgagee may exercise its rights and remedies hereunder and under the Other Mortgages and other Security Documents separately or concurrently and in any order that it may deem appropriate and the undersigned waives any rights of subrogation.



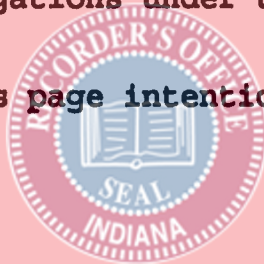
ARTICLE IV

Particular Provisions

SECTION 4.01. Applicable Law; Certain Particular Provisions. This Mortgage shall be governed by and construed in accordance with the internal law of the state in which the Land is located (without regard to principles of conflicts of laws) and Mortgagor and Mortgagee agree to submit to jurisdiction and the laying of venue for any suit on this Mortgage in such state, except that the internal laws of the State of New York (without regard to principles of conflicts of laws) shall govern (i) those terms and conditions contained in the Credit Agreement and/or the Guarantee Agreement which are incorporated by reference herein and (ii) the resolution of issues arising under the Credit Agreement and/or the Guarantee Agreement to the extent that such resolution is necessary to the interpretation of this Mortgage. The terms and provisions set forth in Appendix A attached hereto are hereby incorporated by reference as though fully set forth herein. In the event of any conflict between the terms and provisions contained in the body of this Mortgage and the terms and provisions set forth in Appendix A, the terms and provisions set forth in Appendix A shall govern and control.

SECTION 4.02. Assumption. Mortgagor hereby assumes all of the Obligations under the Existing Mortgage.

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IN WITNESS WHEREOF, this Amended and Restated Mortgage, Security Agreement, Assignment of Leases and Rents and Financing Statement (Fixture Filing) has been duly authorized and has been executed and delivered by Mortgagor and by Mortgagee on the date first written above.

TRAVELCENTERS PROPERTIES,
L.P., a Delaware limited
partnership,

By: TA Operating Corporation,
its general partner,

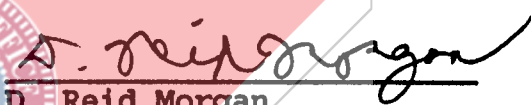
This Document is the property of
the Lake County Recorder!

By:


Name: James W. George
Title: Senior VP, CFO and
Secretary

THE CHASE MANHATTAN BANK, a
New York banking corporation,

By:


D. Reid Morgan
Managing Director

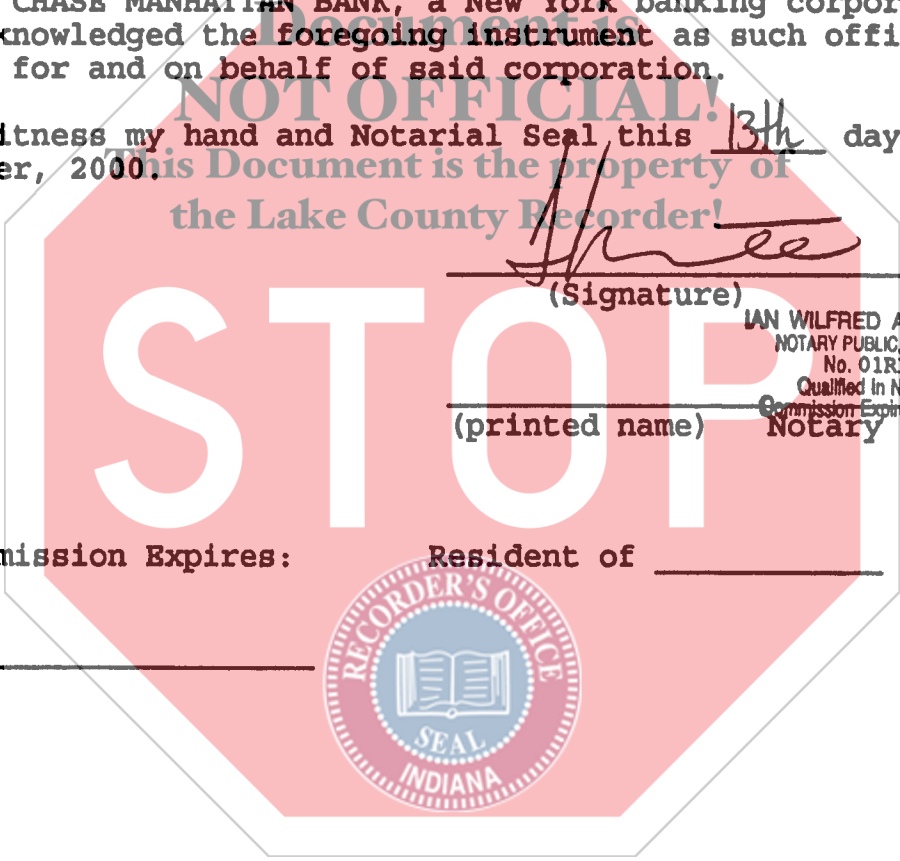


ACKNOWLEDGMENT

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

Before me, a Notary Public in and for said County and State, personally appeared D. Reid Morgan, Managing Director of THE CHASE MANHATTAN BANK, a New York banking corporation, and acknowledged the foregoing instrument as such officer acting for and on behalf of said corporation.

Witness my hand and Notarial Seal this 13th day of November, 2000.



[Handwritten Signature]

(Signature)

IAN WILFRED ALIDO RIVAMONTE
NOTARY PUBLIC, State of New York
No. 01RI6032632
Qualified in New York County
Commission Expires November 8, 2001
Notary Public

(printed name)

My Commission Expires: _____ Resident of _____ County

This instrument prepared by
DeWitt A. Sullivan, Esq.
Cravath, Swaine & Moore
825 Eighth Avenue
New York, NY 10019
(212) 474-1000

EXHIBIT A

PARCELS 1 THROUGH 7, BOTH INCLUSIVE AND PARCELS 9, 10 AND 11, MEASURED AS MONUMENTED AND OCCUPIED THIS SURVEY:

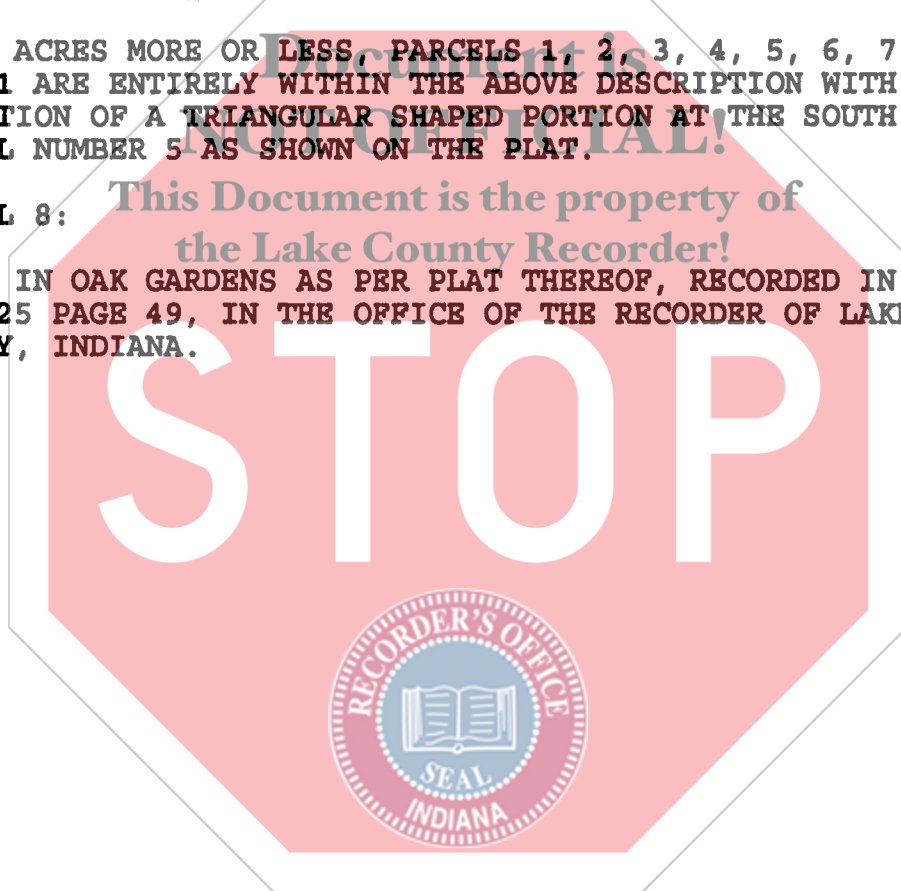
PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 9 WEST IN THE CITY OF GARY, LAKE COUNTY, INDIANA DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 0°00'00" WEST, AN ASSUMED BEARING, 240.0 FEET ALONG EAST LINE OF SAID NORTHEAST QUARTER TO A RAILROAD SPIKE; THENCE NORTH 89°25'34" WEST PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER 30.0 FEET TO AN IRON ROD AND THE POINT OF BEGINNING; THENCE SOUTH 08°30'58" WEST, 375.91 FEET TO A 4" SQUARE, CONCRETE, STATE OF INDIANA HIGHWAY RIGHT-OF-WAY MARKER; THENCE NORTH 89°52'31" WEST, 104.87 FEET TO A 4" SQUARE, CONCRETE, STATE OF INDIANA HIGHWAY RIGHT-OF-WAY MARKER; THENCE SOUTH 06°50'50" WEST, 210.99 FEET TO A 4" SQUARE, CONCRETE, STATE OF INDIANA HIGHWAY RIGHT-OF-WAY MARKER; THENCE SOUTH 34°14'26" WEST, 151.38 FEET TO A 4" SQUARE, CONCRETE, STATE OF INDIANA HIGHWAY RIGHT-OF-WAY MARKER; THENCE SOUTH 62°53'15" WEST, 241.57 FEET TO A 4" SQUARE, CONCRETE, STATE OF INDIANA HIGHWAY RIGHT-OF-WAY MARKER; THENCE SOUTH 76°06'41" WEST, 283.12 FEET TO A 1/2 INCH IRON ROD WHICH IS 186.26 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 88°50'41" WEST, 451.58 FEET TO AN IRON ROD WHICH IS 174.0 FEET NORTH OF SAID SOUTH LINE; THENCE NORTH 60°10'13" WEST, 50.87 FEET TO AN IRON ROD; THENCE NORTH 89°36'00" WEST, 33.0 FEET PARALLEL WITH SAID SOUTH LINE TO THE WEST LINE OF SAID NORTHEAST QUARTER TO A RAILROAD SPIKE; THENCE NORTH 00°00'22" EAST, 460.20 FEET ALONG SAID WEST LINE TO A RAILROAD SPIKE AT THE SOUTHWEST CORNER OF OAK GARDENS AS RECORDED IN PLAT BOOK 25 PAGE 49 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; THENCE SOUTH 89°22'58" EAST, 527.80 FEET ALONG THE SOUTH LINE OF SAID OAK GARDENS TO AN IRON ROD AT THE SOUTHEAST CORNER OF SAID OAK GARDENS; THENCE NORTH 0°00'22" EAST, 30.0 FEET ALONG THE EAST LINE OF SAID OAK GARDENS TO AN IRON ROD AT THE SOUTHEAST CORNER OF LOT 9 IN SAID OAK GARDENS; THENCE NORTH 89°22'58" WEST, 253.9 FEET ALONG THE SOUTH LINES OF LOTS 9, 10, 11 AND 12 IN SAID OAK GARDENS TO AN IRON ROD AT THE SOUTHWEST CORNER OF SAID LOT 12; THENCE NORTH 0°00'22" EAST, 290.35 FEET ALONG THE WEST LINE OF SAID LOT 12 TO AN IRON ROD AT THE NORTHWEST CORNER OF SAID LOT 12; THENCE SOUTH 89°24'16" EAST, 253.9 FEET ALONG THE NORTH LINES OF SAID LOTS 12, 11, 10 AND 9 TO AN IRON ROD AT THE NORTHEAST CORNER OF SAID LOT 9; THENCE NORTH 0°00'22" EAST, 340.45 FEET ALONG THE EAST LINE OF SAID OAK GARDENS TO A RAILROAD SPIKE ON THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 89°25'34" EAST, 551.50 FEET ALONG THE NORTH

LINE OF SAID NORTHEAST QUARTER TO A RAILROAD SPIKE AT A POINT 240.0 FEET WESTERLY OF SAID NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 0°00'00" WEST, 40.0 FEET PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER TO AN IRON ROD; THENCE SOUTH 89°25'34" EAST, 200.00 FEET PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 0°00'00" WEST, 200.00 FEET PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER TO AN IRON ROD; THENCE SOUTH 89°25'34" EAST, 10.0 FEET PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER TO THE POINT OF BEGINNING CONTAINING

23.29 ACRES MORE OR LESS, PARCELS 1, 2, 3, 4, 5, 6, 7, 9, 10 AND 11 ARE ENTIRELY WITHIN THE ABOVE DESCRIPTION WITH THE EXCEPTION OF A TRIANGULAR SHAPED PORTION AT THE SOUTH END OF PARCEL NUMBER 5 AS SHOWN ON THE PLAT.

PARCEL 8: **This Document is the property of
the Lake County Recorder!**

LOT 7 IN OAK GARDENS AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 25 PAGE 49, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.



Also encumbering the following described land to the extent not included in the aforescribed land:

PARCEL 1:

THE EAST 527.8 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE 2ND P.M., IN LAKE COUNTY, INDIANA, EXCEPT THAT PART DESCRIBED AS:

PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE 2ND P.M., DESCRIBED AS COMMENCING AT A POINT ON THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 IN SAID SECTION 13, SAID POINT BEING POINT OF BEGINNING; THENCE IN A WESTERLY DIRECTION ON THE SOUTH 1/4 SECTION LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13, A DISTANCE OF 527.8 FEET; THENCE IN A NORTHERLY DIRECTION PARALLEL TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13, A DISTANCE OF 256.3 FEET; THENCE IN A NORTHEASTERLY DIRECTION A DISTANCE OF 12.5 FEET TO A POINT BEING 260 FEET FROM THE SAID SOUTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 MEASURED AT RIGHT ANGLES; THENCE IN A NORTHEASTERLY DIRECTION A DISTANCE OF 246.4 FEET TO A POINT BEING 300 FEET FROM THE EAST 1/4 SECTION LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13, MEASURED AT RIGHT ANGLES; THENCE IN A NORTHEASTERLY DIRECTION A DISTANCE OF 151.2 FEET TO A POINT BEING 215 FEET FROM THE SAID EAST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 MEASURED AT RIGHT ANGLES; THENCE IN A NORTHEASTERLY DIRECTION A DISTANCE OF 211.5 FEET TO A POINT BEING 190 FEET FROM THE SAID EAST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 MEASURED AT RIGHT ANGLES; THENCE IN AN EASTERLY DIRECTION A DISTANCE OF 105 FEET TO A POINT BEING 85 FEET FROM THE SAID EAST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 MEASURED AT RIGHT ANGLES; THENCE IN A NORTHEASTERLY DIRECTION A DISTANCE OF 382.9 FEET TO A POINT BEING 30 FEET FROM THE SAID EAST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 MEASURED AT RIGHT ANGLES; THENCE IN AN EASTERLY DIRECTION A DISTANCE OF 30 FEET TO A POINT; THENCE IN A SOUTHERLY DIRECTION ON THE SAID EAST PROPERTY LINE A DISTANCE OF 1089 FEET TO THE POINT OF BEGINNING, ALSO EXCEPT THAT PART DESCRIBED AS:

THAT PART OF THE EAST 527.8 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE 2ND P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13, 1089 FEET NORTH OF

THE SOUTHEAST CORNER THEREOF; THENCE WEST ALONG A LINE AT RIGHT ANGLES TO SAID EAST LINE A DISTANCE OF 30 FEET; THENCE IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 382.9 FEET TO A POINT BEING 85 FEET WEST OF THE EAST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, MEASURED AT RIGHT ANGLES THERETO; THENCE WEST ALONG A LINE PERPENDICULAR TO THE EAST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13 A DISTANCE OF 442.77 FEET TO THE WEST LINE OF THE EAST 527.8 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13; THENCE NORTH ALONG THE WEST LINE OF THE EAST 527.8 FEET OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13 A DISTANCE OF 610.88 FEET TO THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13; THENCE EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 527.8 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13 TO THE POINT OF BEGINNING, IN LAKE COUNTY, INDIANA.

PARCEL 2:

AN IRREGULAR SHAPED PARCEL OF LAND IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE 2ND P.M., CALUMET TOWNSHIP, LAKE COUNTY, INDIANA DESCRIBED AS COMMENCING AT A POINT ON THE EAST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 (SAID EAST LINE BEING ALSO THE CENTERLINE OF BURR STREET) 1079.3 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13; THENCE WEST ON A LINE WHICH IS PARALLEL TO AND 240 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 13 (WHICH NORTH LINE IS ALSO THE CENTERLINE OF 25TH AVENUE) A DISTANCE OF 31.41 FEET TO THE POINT OF BEGINNING; THENCE IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 373.10 FEET TO A POINT BEING 85 FEET WEST OF THE EAST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 MEASURED AT RIGHT ANGLES THERETO; THENCE WEST ALONG A LINE PERPENDICULAR TO THE EAST LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 15 FEET; THENCE NORTHEASTERLY ALONG A LINE PARALLEL TO AFORESAID 373.10 FOOT LINE 30.0 FEET; THENCE EAST PARALLEL TO AFORESAID 15 FOOT LINE 9.95 FEET TO A LINE THAT IS PARALLEL TO AND 5 FEET FROM AFORESAID 373.10 FOOT LINE; THENCE NORTHEASTERLY PARALLEL TO AND 5 FEET FROM AFORESAID 373.10 FOOT LINE A DISTANCE OF 279.26 FEET TO THE INTERSECTION OF A LINE THAT IS PARALLEL TO AND 45 FEET WEST OF THE EAST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH IN SAID 45 FOOT PARALLEL LINE 63.31 FEET TO THE SOUTH LINE OF PROPERTY CONVEYED TO HUMBLE OIL AND REFINING COMPANY IN DEED RECORD 1326, PAGE 192, IN THE RECORDERS OFFICE OF LAKE COUNTY, INDIANA; THENCE EAST ALONG SAID HUMBLE OIL AND REFINING COMPANY'S SOUTH PROPERTY LINE 13.59 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

A PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE 2ND P.M., IN CALUMET TOWNSHIP, LAKE COUNTY, INDIANA, DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 WHICH IS THE INTERSECTION OF THE CENTER LINE OF 25TH AVENUE AND THE CENTER LINE OF BURR STREET; THENCE WESTERLY ON THE NORTH LINE OF SAID SOUTHWEST 1/4 240 FEET; THENCE SOUTHERLY PARALLEL TO THE EAST LINE OF SAID SOUTHWEST 1/4 240 FEET; THENCE EASTERLY PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST 1/4 240 FEET TO THE EAST LINE OF SAID SOUTHWEST 1/4, SAID POINT BEING 1079.3 FEET NORTH OF THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, AS MEASURED ALONG THE EAST LINE OF SAID 1/4 1/4 SECTION; THENCE NORTHERLY ON THE EAST LINE OF SAID SOUTHWEST 1/4 240 FEET TO THE POINT OF BEGINNING, EXCEPT THEREFROM THE NORTH 40 FEET WHICH IS EMBRACED IN THE RIGHT OF WAY OF 25TH AVENUE, AND EXCEPT THE EAST 40 FEET THEREOF WHICH IS EMBRACED IN THE RIGHT OF WAY OF BURR STREET.

PARCEL 4:

THE WEST 231.9 FEET OF THE EAST 263.9 FEET OF THE WEST 791.7 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE 2ND P.M., IN LAKE COUNTY, INDIANA, EXCEPTING THEREFROM A PARCEL DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SAID TRACT 190.0 FEET NORTH OF THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 190.0 FEET TO SAID SOUTHWEST CORNER; THENCE EAST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, 231.9 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH ALONG THE EAST LINE OF SAID TRACT, 248.0 FEET; THENCE SOUTHWESTERLY 239.04 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.

PARCEL 5:

A PARCEL DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY POINT OF PARCEL 4 ABOVE; THENCE NORTH 1074.3 FEET TO THE NORTHEAST CORNER OF PARCEL 4 ABOVE; THENCE EAST 32 FEET TO A POINT; THENCE SOUTH 1074.3 FEET TO A POINT; THENCE WEST TO THE POINT OF BEGINNING, ALL IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE 2ND P.M., IN LAKE COUNTY, INDIANA.

PARCEL 6:

THAT PART OF THE EAST 527.8 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE 2ND P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13, 1089 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE WEST ALONG A LINE AT RIGHT ANGLES TO SAID EAST LINE A DISTANCE OF 30 FEET; THENCE IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 382.9 FEET TO A POINT BEGINNING 85 FEET WEST OF THE EAST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, MEASURED AT RIGHT ANGLES THERETO; THENCE WEST ALONG A LINE PERPENDICULAR TO THE EAST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13 A DISTANCE OF 442.77 FEET TO THE WEST LINE OF THE EAST 527.8 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13; THENCE NORTH ALONG THE WEST LINE OF THE EAST 527.8 FEET OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13 A DISTANCE OF 610.88 FEET TO THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13; THENCE EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 527.8 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13 TO THE POINT OF BEGINNING, IN LAKE COUNTY, INDIANA, EXCEPT THEREFROM THAT PART DESCRIBED AS:

A PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE 2ND P.M., IN CALUMET TOWNSHIP, LAKE COUNTY, INDIANA, DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 WHICH IS THE INTERSECTION OF THE CENTER LINE OF 25TH AVENUE AND THE CENTER LINE OF BURR STREET; THENCE WESTERLY ON THE NORTH LINE OF SAID SOUTHWEST 1/4 240 FEET; THENCE SOUTHERLY PARALLEL TO THE EAST LINE OF SAID SOUTHWEST 1/4 240 FEET; THENCE EASTERLY PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST 1/4 240 FEET TO THE EAST LINE OF SAID SOUTHWEST 1/4, SAID POINT BEING 1079.3 FEET NORTH OF THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, AS MEASURED ALONG THE EAST LINE OF SAID 1/4 1/4 SECTION; THENCE NORTHERLY ON THE EAST LINE OF SAID SOUTHWEST 1/4 240 FEET TO THE POINT OF BEGINNING, AND ALSO EXCEPT THEREFROM THAT PART DESCRIBED AS AN IRREGULAR SHAPED PARCEL OF LAND IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE 2ND P.M., CALUMET TOWNSHIP, LAKE COUNTY, INDIANA, DESCRIBED AS COMMENCING AT A POINT ON THE EAST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 (SAID EAST LINE BEING ALSO THE CENTERLINE OF BURR STREET) 1079.3 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13; THENCE WEST ON A LINE WHICH IS

PARALLEL TO AND 240 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 13 (WHICH NORTH LINE IS ALSO THE CENTER LINE OF 25TH AVENUE) A DISTANCE OF 31.41 FEET TO THE POINT OF BEGINNING; THENCE IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 373.10 FEET TO A POINT OF BEING 85 FEET WEST OF THE EAST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 MEASURED AT RIGHT ANGLES THERETO; THENCE WEST ALONG A LINE PERPENDICULAR TO THE EAST LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 15 FEET; THENCE NORTHEASTERLY ALONG A LINE PARALLEL TO AFORESAID 373.10 FOOT LINE 30.0 FEET - THENCE EAST PARALLEL TO AFORESAID 15 FOOT LINE 9.95 FEET TO A LINE THAT IS PARALLEL TO AND 5 FEET FROM AFORESAID 373 TO FOOT LINE; THENCE NORTHEASTERLY PARALLEL TO AND 5 FEET FROM AFORESAID 373.10 FOOT LINE A DISTANCE OF 279.26 FEET TO THE INTERSECTION OF A LINE THAT IS PARALLEL TO AND 45 FEET WEST OF THE EAST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH ON SAID 45 FOOT PARALLEL LINE 63.31 FEET TO THE SOUTH LINE OF PROPERTY CONVEYED TO HUMBLE OIL AND REFINING COMPANY IN DEED RECORD 1326, PAGE 192, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA; THENCE EAST ALONG SAID HUMBLE OIL AND REFINING COMPANY'S SOUTH PROPERTY LINE 13.59 FEET TO THE PLACE OF BEGINNING.

PARCEL 7:

THE SOUTH 1/2 OF THE WEST 527.8 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, EXCEPT THAT PART LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: COMMENCING ON THE WEST LINE OF THE AFORESAID 1/4 199.0 FEET NORTH OF THE SOUTHWEST CORNER THEREOF, THENCE EAST 33.0 FEET PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, THENCE SOUTHEASTERLY 50.87 FEET TO A POINT 174.0 FEET NORTH OF SAID SOUTH LINE, THENCE EASTERLY 450.75 FEET TO A POINT ON THE EAST LINE OF SAID WEST 527.8 FEET BEING 188.0 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4.

PARCEL 8:

LOT 7 IN OAK GARDENS, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 25 PAGE 49, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL 9:

LOT 9 IN OAK GARDENS, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 25 PAGE 49, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL 10:

LOT 10 IN OAK GARDENS, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 25 PAGE 49, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

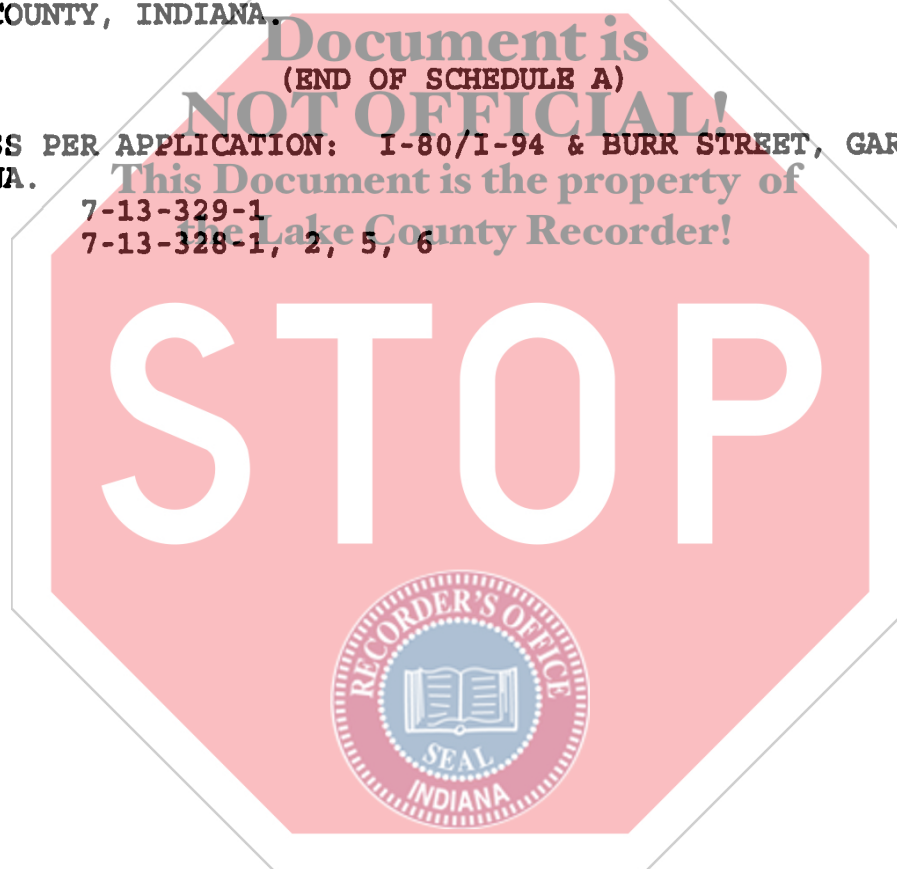
PARCEL 11:

LOTS 11 AND 12 IN OAK GARDENS, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 25 PAGE 49, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

ADDRESS PER APPLICATION: I-80/I-94 & BURR STREET, GARY, INDIANA.

CODE: 7-13-329-1

CODE: 7-13-328-1, 2, 5, 6



SCHEDULE A

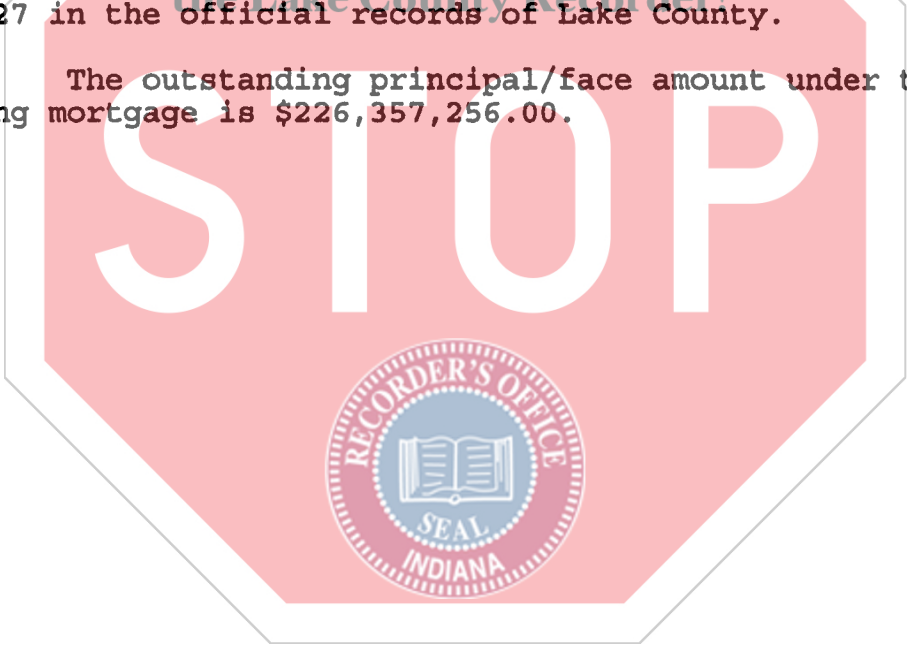
Property No. 1047
Gary, IN
Lake County

Existing Mortgage

1. Mortgage, Security Agreement and Assignment of Leases and Rents and Financing Statement (Fixture Filing) from TA Operating Corporation ("Mortgager") to The Chase Manhattan Bank, as Collateral Agent ("Mortgagee"), dated as of March 27, 1997 and recorded April 2, 1997 in Doc. 97019651 in the official records of Lake County.

2. First Amendment to Mortgage, Security Agreement and Assignment of Leases and Rents and Financing Statement (Fixture Filing) from Mortgagor to Mortgagee dated as of December 3, 1998 and recorded December 29, 1998 in Doc 98104127 in the official records of Lake County.

The outstanding principal/face amount under the existing mortgage is \$226,357,256.00.



Local Law Provisions
(Indiana)

THIS APPENDIX A is attached to and made a part of that certain Amended and Restated Mortgage, Security Agreement, Assignment of Leases and Rents and Financing Statement (Fixture Filing) dated as of November 14, 2000 ("Mortgage") executed and delivered by TRAVELCENTERS PROPERTIES, L.P., the Mortgagor named therein to THE CHASE MANHATTAN BANK, the Mortgagee named therein as Collateral Agent for the benefit of the Secured Parties named therein. This Appendix A is hereby incorporated by reference into and made a part of the Mortgage. All provisions and terms of the Mortgage not otherwise amended or modified herein shall remain in full force and effect, and all definitions contained in the Mortgage shall have the same meanings for purposes of this Appendix A, except as otherwise specifically defined or modified hereby.

1. The term "Secured Obligations" as defined in the Mortgage shall include, without limitation, any judgment(s) or final decree(s) rendered to collect any money obligations of Mortgagor to Mortgagee and/or to enforce the performance or collection of all covenants, agreements, other obligations and liabilities of the Mortgagor under the Mortgage or any or all of the Loan Documents. The Secured Obligations shall mature on or before November 14, 2008.

2. That portion of the Granting Clauses that reads "Mortgagor hereby assigns and conveys as security, grants a security interest in, hypothecates, mortgages, pledges and sets over unto Mortgagee, with mortgage covenants, all of the following described property (the "Mortgaged Property") whether now owned or held or hereafter acquired;" is hereby deleted and in its place there is hereby substituted the following: "Mortgagor hereby assigns and conveys as security, grants a security interest in, hypothecates, mortgages, warrants, pledges and sets over unto Mortgagee all of the following described property (the "Mortgaged Property") whether now owned or held or hereafter acquired; . . .".

3. Delete the period following the last sentence of Section 2.02 of the Mortgage and add the following: "and all such moneys so adjudged or decreed to be payable shall be deemed a portion of the Obligations secured by the Mortgage."

4. Mortgagor certifies and warrants to Mortgagee, to the best of the Mortgagor's knowledge, after diligent inquiry and investigation, none of the Mortgaged Property is

within the definition of the term "property" contained in Section 6 (IC 13-11-2-174) of the Indiana Responsible Property Transfer Law ("IRPTL") (IC 13-25-3). Mortgagor shall observe, perform and comply with the requirements of IRPTL in connection with the Mortgage and the transactions evidenced by the Loan Documents.

5. To the extent the laws of the State of Indiana limit (i) the availability of the exercise of any of the remedies set forth in the Mortgage, including without limitation the remedies involving a power of sale on the part of Mortgagee and the right of Mortgagee to exercise self-help in connection with the enforcement of the terms of this Mortgage, or (ii) the enforcement of waivers and indemnities made by Mortgagor, such remedies, waivers, or indemnities shall be exercisable or enforceable, any provisions in this Mortgage to the contrary notwithstanding, if, and to the extent, permitted by the laws in force at the time of the exercise of such remedies or the enforcement of such waivers or indemnities without regard to the enforceability of such remedies, waivers or indemnities at the time of the execution and delivery of this Mortgage.

6. Anything contained in I.C. 32-8-16-1.5 to the contrary notwithstanding, no waiver made by Mortgagor in this Mortgage or in any of the other terms and provisions of the Loan Documents shall constitute the consideration for or be deemed to be a waiver or release by Mortgagee or any judgment holder of the indebtedness or obligations secured by the Mortgage of the right to seek a deficiency judgment against the Mortgagor or any other person or entity who may be personally liable for the indebtedness or obligations hereby secured, which right to seek a deficiency judgment is hereby reserved, preserved and retained by Mortgagee for its own behalf and its successors and assigns.

7. Part of the Mortgaged Property is or may become fixtures. It is intended that, as to such fixtures, this Mortgage shall be effective as a financing statement filed as a fixture filing from the date of the filing of the Mortgage for record with the Recorder of Lake County, Indiana. The information provided in this paragraph is provided in order that the Mortgage shall comply with the requirements of the Uniform Commercial Code as enacted in the State of Indiana, for a mortgage instrument to be filed as a financing statement. The Mortgagor is the "Debtor" and its name and mailing address are set forth in the preamble of this Mortgage. The "Secured Party" is the Mortgagee and its name and mailing address from which information concerning the security interest granted herein may be obtained are as set forth in the preamble of this Mortgage.

A statement describing the portion of the Mortgaged Property comprising the fixtures hereby secured is set forth herein.

8. Notwithstanding anything contained in this Mortgage or the Loan Documents to the contrary, this Mortgage shall secure: (i) a maximum principal amount of \$428,000,000.00, exclusive of any items described in (ii) below, including any additional advances made from time to time after the date hereof pursuant to the Loan Documents whether made as part of the obligations secured hereby, made at the option of the Mortgagee, made after a reduction to a zero (0) or other balance, or made otherwise, (ii) all other amounts payable by Mortgagor, or advanced by Mortgagee for the account, or on behalf, of Mortgagor, pursuant to the Loan Documents, including amounts advanced with respect to the Mortgaged Property for the payment of taxes, assessments, insurance premiums and other costs and impositions incurred for the protection of the Mortgaged Property to the same extent as if the future obligations and advances were made on the date of execution of the Mortgage; and (iii) future modifications, extensions, and renewals of any Loan Documents or Obligations secured by this Mortgage. Pursuant to Ind. Code 32-8-11-9, the lien of this Mortgage with respect to any future advances, modifications, extensions, and renewals referred to herein and made from time to time shall have the same priority to which this Mortgage otherwise would be entitled as of the date this Mortgage is executed and recorded without regard to the fact that any such future advance, modification, extension, or renewal may occur after the Mortgage is executed.

9. Except as hereby amended, modified or supplemented, the Mortgage shall remain in full force and effect.

10. It is the intention of the parties hereto that this Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code IC-26-1-9 (the "UCC"). If an Event of Default shall occur under this Mortgage, then in addition to having any other right or remedy available at law or in equity, Mortgagee shall have the option pursuant to IC 26-1-9-501 of either (i) proceeding under the UCC and exercising such rights and remedies as may be provided to a secured party by the UCC with respect to all or any portion of the Mortgaged Property that is not real property (including, without limitation, taking possession of and selling such property) or (ii) treating such property as real property and proceeding with respect to both the real and personal property constituting the Mortgaged Property in accordance with Mortgagee's rights, powers and remedies with respect to the real

property (in which event the default provisions of the UCC shall not apply).

11. Where any provision of this Mortgage is inconsistent with any provision of Indiana law regulating the creation or enforcement of a lien or security interest in real or personal property including, but not by way of limitation, IC 32-15 Mortgage Foreclosure Actions and the UCC, the provisions of such Indiana law, as amended from time to time, shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provisions of this Mortgage that can be construed in a manner consistent with Indiana law. Notwithstanding any provision in this Mortgage relating to a power of sale or other provision for sale of the Mortgaged Property upon default other than under a judicial proceeding, any sale of the Mortgaged Property pursuant to this Mortgage will be made through a judicial proceeding, except as otherwise may be permitted under the UCC.

12. Notwithstanding anything contained herein or in the Credit Agreement to the contrary, this Mortgage and the creation, validity, perfection, priority and enforceability of the lien and security interest created hereby, all warranties of title contained herein with respect to the Mortgaged Property and all provisions hereof relating to the realization of the security covered hereby with respect to the Mortgaged Property shall be governed by the law of the State of Indiana.

13. If (a) the Mortgaged Property shall consist of one or more parcels, whether or not contiguous and whether or not located in the same county, or (b) in addition to this Mortgage, Mortgagee shall now or hereafter hold one or more additional mortgages, liens, deeds of trust or other security (directly or indirectly) to secure the payment and performance of the Secured Obligations upon other property in the State of Indiana (whether or not such property is owned by Mortgagor or by others) or (c) both the circumstances described in clauses (a) and (b) shall be true, then to the fullest extent permitted by law, Mortgagee may, at its election, commence or consolidate in a single foreclosure action all foreclosure proceedings against all such collateral securing the Secured Obligations (including the Mortgaged Property), which action may be brought or consolidated in the courts of any county in which any of such collateral is located. Mortgagor acknowledges that the right to maintain a consolidated foreclosure action is a specific inducement to Mortgagee to extend the Secured Obligations by this Mortgage, and Mortgagor expressly and irrevocably waives any objections to the commencement or

consolidation of the foreclosure proceedings in a single action and any objections to the laying of venue or based on the grounds of forum non conveniens that it may now or hereafter have. Mortgagor further agrees that if Mortgagee shall be prosecuting one or more foreclosure or other proceedings against a portion of the Mortgaged Property or against any collateral other than the Mortgaged Property, which collateral directly or indirectly secures the Secured Obligations, or if Mortgagee shall have obtained a judgment of foreclosure and sale or similar judgment against such collateral, then, whether or not such proceedings are being maintained or judgments were obtained inside or outside the State of Indiana, Mortgagee may commence or continue foreclosure proceedings and exercise its other remedies granted in this Mortgage against all or any part of the Mortgaged Property, and Mortgagor waives any objections to the commencement or continuation of a foreclosure of this Mortgage or exercise of any other remedies hereunder based on such other proceedings or judgments, and waives any right to seek to dismiss, stay, remove, transfer or consolidate either any action under this Mortgage or such other proceedings on such basis. Neither the commencement nor continuation of proceedings to foreclosure this Mortgage nor the exercise of any other rights hereunder nor the recovery of any judgment by Mortgagee in any such proceedings shall prejudice, limit or preclude Mortgagee's right to commence or continue one or more foreclosure or other proceedings or obtain a judgment against any other collateral (either inside or outside the State of Indiana) that directly or indirectly secures the Indebtedness, and Mortgagor expressly waives any objections to the commencement of, continuation of, or entry of a judgment in such other proceedings or exercise of any remedies in such proceedings based upon any action or judgment connected to this Mortgage, and Mortgagor also waives any right to seek to dismiss, stay, remove, transfer or consolidate either such other proceedings or any action under this Mortgage on such basis. It is expressly understood and agreed that, to the fullest extent permitted by law, Mortgagee may, at its election, cause the sale of all collateral that is the subject of a single foreclosure action at either a single sale or at multiple sales conducted simultaneously and take such other measures as are appropriate in order to effect the agreement of the parties to dispose of and administer all collateral securing the Secured Obligations (directly or indirectly) in the most economical and least time-consuming manner.

14. Mortgagor acknowledges and agrees that the Secured Obligations are secured by the Mortgaged Property and various other collateral including, without limitation, at the time of execution of this Mortgage certain personal

property of Mortgagor and other parties described in the Loan Documents. Mortgagor specifically acknowledges and agrees that the Mortgaged Property, in and of itself, if foreclosed or realized upon would not be sufficient to satisfy the outstanding amount of the Secured Obligations.

Accordingly, Mortgagor acknowledges that it is in Mortgagor's contemplation that the other collateral pledged to secure the Secured Obligations may be pursued by Mortgagee in separate proceedings in the various states and counties where such collateral may be located and additionally that Mortgagor and other parties liable for payment of the Secured Obligations will remain liable for any deficiency judgments in addition to any amounts Mortgagee may realize on sales of other property or any other collateral given as security for the Secured Obligations. Specifically, and without limitation of the foregoing, it is agreed that it is the intent of the parties hereto that in the event of a foreclosure of this Mortgage, that the Secured Obligations evidencing the obligations shall not be deemed merged into any judgment of foreclosure, but shall rather remain outstanding to the fullest extent permitted by applicable law. It is the further intent and understanding of the parties that Mortgagee, following an Event of Default, may pursue all of its collateral with the Secured Obligations remaining outstanding and in full force and effect notwithstanding any judgment of foreclosure or any other judgment which Mortgagee may obtain.

15. To the extent necessary to interpret this Mortgage, the provisions of the Credit Agreement, the Guarantee Agreement and other Loan Documents are hereby incorporated by reference into this Mortgage with the same effect as if set forth herein. In the event that any such incorporated provisions of the Credit Agreement and Guarantee Agreement are inconsistent with the provisions hereof, the provisions of the Credit Agreement and Guarantee shall govern and control to the extent of the inconsistency; provided, however, the provisions of Paragraph 12 of this Appendix A shall govern and control in all circumstances, anything in the Mortgage, the Credit Agreement or the Guarantee Agreement to the contrary notwithstanding. In the event that there shall be any ambiguity or inconsistency between any terms of this Mortgage, and the corresponding terms of the other Loan Documents, the terms of the Mortgage shall govern and control to the extent of the ambiguity or inconsistency.

16. Without limiting the scope of the assignment of Rents contained in Section 1.09 of the Mortgage, the assignment of Rents set forth therein shall constitute an assignment of rents as set forth in Ind. Code 32-1-2-16.3 and thereby creates a security interest in the Rents that will be perfected upon the recording of this Mortgage.

17. Subject to the terms and provisions of the Mortgage, Mortgagor hereby irrevocably consents to the appointment of a receiver and waives notice of any application therefore, which receiver, when duly appointed, shall have all of the powers and duties of receivers pursuant to Ind. Code 34-12, as amended from time to time.

18. Mortgagor hereby represents and agrees that the Secured Obligations evidenced by the Credit Documents and secured by this Mortgage are being obtained for business or commercial purposes, and the proceeds thereof will not be used for personal, family, residential, household or agricultural purposes.

19. Notwithstanding Section 3.05 of the Mortgage, any of the terms and provisions of the Mortgage that are intended to survive, shall nevertheless survive the release or satisfaction of the Mortgage whether voluntarily granted by Mortgagee, as a result of a judgment upon judicial foreclosure of the Mortgage or in the event a deed in lieu of foreclosure is granted by Mortgagor to Mortgagee.

20. Anything contained in the Mortgage to the contrary notwithstanding, the obligations of Mortgagor hereunder shall be limited to a maximum aggregate amount equal to the greatest amount that would not render Mortgagor's obligations hereunder subject to avoidance as a fraudulent transfer or conveyance under Section 548 of the Title 11 of the United States Code or any provisions of applicable Indiana law (collectively, the "Fraudulent Transfer Laws"), in each case after giving effect to all other liabilities of Mortgagor, contingent or otherwise, that are relevant under the Fraudulent Transfer Laws.