

INDENTURE OF MORTGAGE AND DEED OF TRUST dated as of December 10, 1970, (herein, as the same may be amended or supplemented from time to time, called the "Indenture"), between **HERTZ REALTY CORPORATION**, a Delaware corporation (herein called the "Company"), whose post office address is c/o The Hertz Corporation, 660 Madison Avenue, New York, New York 10021, and **The First National Bank of Chicago**, a national banking association, having its principal office in the City of Chicago, Illinois (herein called the "Trustee") whose post office address is One First National Plaza, Chicago, Illinois 60670, and **John J. Howley**, a resident of Tarpon Springs, Florida (herein called the "Individual Trustee") whose post office address is c/o The First National Bank of Tampa, 414 Franklin Street, Tampa, Florida 33601, as Trustees (herein called the "Trustees").

PRELIMINARY STATEMENT

The Company deems it necessary to borrow money for its proper corporate purposes, and proposes to issue from time to time its 10⁵/₈% First Mortgage Notes, due December 29, 1990 (herein called the "Secured Notes"), and various series of its Supplementary Notes, as provided in Section 2.02 (herein called "Supplementary Notes"), as evidence of such indebtedness, and to mortgage, convey, assign, affect and specially hypothecate the Trust Estate (as hereinafter defined) as security for the payment thereof. The Company is duly authorized under all applicable provisions of law, its Articles of Incorporation and By-Laws to issue said Secured Notes and Supplementary Notes (herein collectively called "Notes"), to execute and deliver this Indenture and to mortgage, convey, assign, affect and specially hypothecate said Trust Estate to the Trustees; and all corporate action (including shareholder authorization) and all consents, approvals and other authorizations of or by courts, administrative agencies or other governmental authorities required therefor have been duly taken or obtained.

FILED

GRANTING CLAUSES

Now, THEREFORE, THIS INDENTURE WITNESSETH: That the Company, in consideration of the premises, the acceptance by the Trustees of the trusts hereby created, the purchase and acceptance of the Notes by the purchasers thereof, One Dollar (\$1) duly paid to the Company by the Trustees at or before the ensembling and delivery of these presents and of other good and valuable consideration, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, and interest and any other sums payable on, all Notes outstanding hereunder from time to time, according to their tenor and effect, and to declare the terms and conditions upon and subject to which the Notes are to be issued, authenticated, delivered and secured, has executed and delivered this Indenture, and (i) has granted, bargained, sold, aliened, mortgaged, conveyed, assigned, affected and specially hypothecated or (ii) has caused to be granted, bargained, sold, aliened, mortgaged, conveyed, assigned, affected and specially hypothecated and by these presents does grant, bargain, sell, alien, mortgage, convey, assign, affect and specially hypothecate unto the Trustees, and to their successors in the trust hereby created and assigns forever, all the Company's estate, right, title and interest in, to and under any and all of the following described property (herein called the "Trust Estate"):

GRANTING CLAUSE FIRST

The 19 parcels of land owned by the Company and described in Schedule A hereto, together with the entire interest (whether now owned or hereafter acquired) of the Company in and to all buildings, structures, improvements and appurtenances now standing, or at any time hereafter constructed or placed, upon such land, including all right, title and interest of the Company, if any, in and to all building material, building equipment and fixtures of every kind and nature whatsoever on said land or in any building, structure or improvement (excluding trade fixtures, machinery and equipment of Tenant (as defined in Article First) and underground tanks owned by any supplier of oil, petroleum or derivatives therefrom and the pumps used for the dispensing thereof), now or hereafter standing on said land, and the reversion or reversions, remainder or remainders, in and to said land, and together with the entire interest of the Company in and to all and singular the tenements, hereditaments, easements, rights of way, rights,