CARL CONTROL

suant to the Agreement, which advance shall be evidenced by the 1979 Secured Note; and

WHEREAS, Grantor desires to secure the due and punctual payment of the principal of and the interest on the 1967 First Morigage Note, the 1967 Second Mortgage Note, the 1974 Secured Note, the currently outstanding 1979 Secured Note and the new 1979 Secured Note to be issued at the Closing to be held pursuant to the Agreement (all of such notes being sometimes herein referred to collectively as the "Notes") and the due and punctual performance by it of all things on its part to be done or performed under the Agreement and this Deed of Trust;

NOW, THEREFORE, in consideration of the premises and of One Dollar (\$1.00) in hand paid to Grantor, and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, and to secure the due and punctual payment of the principal of and interest on the Notes and the due and punctual performance of all things on its part to be done or performed under the Agreement and this Deed of Trust, Grantor does hereby grant, bargain, sell, convey, mortgage, set over, transfer, confirm and assign unto Trustee, and its successors in trust forever, all real estate and interests in real estate, whether now owned or hereafter acquired, all plants, buildings, structures, fixtures, improvements, machinery and equipment now on such real estate, or which may hereafter be placed thereon, whether now owned or hereafter acquired, and, with respect to all of the foregoing, together