

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, to secure the prompt payment of the principal of and interest on all the hereinafter described Secured Obligations from time to time outstanding hereunder and the performance and observance by the Grantor of all the agreements, covenants and provisions herein and in the Term Loan Agreement contained, for the benefit of the Trustee and the Beneficiary, the Grantor does hereby covenant, stipulate and agree, as follows:

Article I

Secured Obligations

1.1 This Deed of Trust is executed and delivered by Grantor to secure the payment and performance of certain liabilities, obligations and indebtedness of Grantor to Beneficiary, as follows:

- (a) The indebtedness evidenced by those certain fourteen (14) promissory notes dated July 6, 1983, each executed by Grantor, two (2) of which notes in the original principal amounts of \$1,500,000.00 and \$13,500,000.00, respectively, are payable to the order of Bank of the Southwest National Association, Houston, two (2) of which notes in the original principal amounts of \$850,000.00 and \$7,650,000.00, respectively, are payable to the order of Manufacturers Hanover Trust Company, two (2) of which notes in the original principal amounts of \$850,000.00 and \$7,650,000.00, respectively are payable to the order of NCNB National Bank of North Carolina, two (2) of which notes in the original principal amounts of \$500,000.00 and \$4,500,000.00, respectively, are payable to the order of First City National Bank of Houston, two (2) of which notes in the original principal amounts of \$500,000.00 and \$4,500,000.00, respectively are payable to the order of First National Bank of Maryland, two (2) of which notes in the original principal amounts of \$500,000.00 and \$4,500,000.00, respectively, are payable to the order of Maryland National Bank, and two (2) of which notes in the original principal amounts of \$500,000.00 and \$4,500,000.00, respectively, are payable to the order of Equitable Bank, N.A., and all of which notes are payable in the amounts, at the interest rate and on the dates stipulated therein, finally mature July 1, 1988, bear interest on past due amounts as provided therein, and contain provisions for the acceleration of maturity, at the option of the holder thereof, and for the payment of attorney's fees, upon the occurrence of contingencies therein set forth;
- (b) Any and all terms, conditions, covenants and obligations of Grantor created under or by virtue of the Term Loan Agreement;
- (c) Any and all amounts, covenants, obligations and performance for which Grantor may become obligated under the terms of this Deed of Trust;
- (d) Any further sum or sums constituting further or future indebtedness of Grantor to Beneficiary which indebtedness may be evidenced in various