

Part, his successors in this trust and his assigns, forever. It is hereby agreed that to the extent permitted by law all of the foregoing personal property and fixtures are to be deemed and held to be a part of and affixed to the real property. In the event the estate of the First Party in and to any of the above-described property is a leasehold estate, this conveyance shall include and, the lien, security interest and assignment created hereby shall encumber and extend to all other, further or additional title, estates, interest or rights which may exist now or at any time be acquired by First Party in or to the property demised under the lease creating such leasehold estate and including First Party's rights, if any, to purchase the property demised under such lease and, if fee simple title to any of such property shall ever become vested in First Party, such fee simple interest shall be encumbered by this Deed of Trust in the same manner as if First Party had fee simple title to such property as of the date of execution hereof. First Party does hereby bind itself, its successors and assigns, to warrant and forever defend the said property unto the said Party of the Second Part, his substitutes or successors and assigns forever, against the claims of all persons claiming or to claim the same or any part thereof.

This conveyance, however, is made in TRUST to secure payment of one Promissory Note of even date herewith in the principal sum of NINE MILLION EIGHT HUNDRED EIGHT-THREE THOUSAND NINE HUNDRED AND 41/100 DOLLARS (\$9,883,900.41) payable to the order of CENTRAL ILLINOIS SAVINGS AND LOAN ASSOCIATION, whose address is 100 North Dye Street, Virden, Illinois, 62690, which said Note bears interest and is payable as therein provided, and which said Note provides for the entire balance of principal and interest to be due and payable in full on or before June 1, 1988, and which said Note provides for acceleration of maturity and for attorneys' fees in the event of default.

This instrument and the lien hereby evidenced and created secures the following described obligation of the First Party:

- (a) Payment of the indebtedness evidenced by the above-described Note (any extension or renewal thereof), it being recognized that the funds may not have been fully advanced as of the date hereof but may be advanced in the future;
- (b) Payment of all sums that may become due under the provisions of this instrument or said Note, specifically including the payment of all principal, all interest, all real estate taxes, all insurance premiums and all other expenses provided for herein;
- (c) Performance of each obligation and agreement of First Party contained herein or in said Note;
- (d) Payment of any additional loan or advance which may be made to First Party with interest thereon at the rate agreed upon, which shall be equally secured with and have the same priority as the original indebtedness and subject to all of the terms and provisions of this Deed of Trust, if such additional loan or advance is evidenced by a