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Existing Stores

Unit No. 5374
Douglas County, Kansas**MORTGAGE, ASSIGNMENT OF
LEASES AND RENTALS AND SECURITY AGREEMENT**

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTALS AND SECURITY AGREEMENT ("Mortgage") is made as of the 22nd day of July, 1994, by and among UNITED STATES BEEF CORPORATION, an Oklahoma corporation, whose mailing address is 4923 East 49th Street, Tulsa, Oklahoma 74135 (hereinafter called "Borrower"), and CITICORP NORTH AMERICA, INC., a Delaware corporation, whose mailing address is 2600 Michelson Drive, 12th Floor, Irvine, California 92715, Attention: Direct Finance, Regional Credit Manager (hereinafter called "Lender").

RECITALS

Borrower deems it necessary to borrow money for its proper business purposes and to issue and deliver its promissory note as evidence of such indebtedness.

Borrower, being justly indebted to Lender, has executed and delivered to Lender, for value received, Borrower's promissory note as follows:

Kansas Acquisition Note ("Note") dated July 22, 1994 in the original principal amount of FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00) with a maturity date of July 22, 2004, and with a variable interest rate as therein specified and hereby incorporated by this reference, and payable to the order of Lender.

Borrower deems it necessary to mortgage the property hereinafter described as security for the payment of the Note and the other purposes hereinafter specified.

AGREEMENTS

NOW, THEREFORE, Borrower, in consideration of the premises, of the loan to Borrower evidenced by the Note and of other legally sufficient consideration, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal, interest and premium, if any, on the note according to its tenor and effect and for the other purposes hereinafter specified, and to declare the terms and provisions upon and subject to which the Note are to be secured and repaid, has executed and delivered this Mortgage.

GRANTING CLAUSE

The Grant. Borrower does by these presents grant, bargain, sell, convey, assign, grant a security interest in, mortgage and warrant unto the Lender and to its successors and assigns:

1. (A) All of the interest of Borrower as lessee under the leases described on "Exhibit B" attached hereto and incorporated herein by reference (as the same has been or hereafter may be modified or amended), (hereinafter individually referred to as a "Lease" and collectively referred to as the "Leases") which affect certain real property described in "Exhibit A" attached hereto and incorporated herein by reference, all tenements and hereditaments thereunto appertaining and all after acquired interests of every kind and nature therein; and

Lawyers Title Ins. Corp.
P.O. Box 770
Wichita 67201-0770

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