

**ASSIGNMENT AND MORTGAGE**

RE:

LEASE DATED AS OF OCTOBER 1, 1961

BETWEEN

TENNESSEE PRODUCTION COMPANY

AND

TENNECO OIL COMPANY

**THIS ASSIGNMENT AND MORTGAGE** (the "Assignment") dated as of October 1, 1961 for convenience, but actually executed by parties hereto on the dates shown on the notarial certificates, from TENNESSEE PRODUCTION COMPANY, a Delaware corporation (the "Company"), having its principal office in the Tennessee Building, Houston, Texas, to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation, having its office at 111 West Monroe Street, Chicago, Illinois (the "Trustee") and G. N. ASKEW, whose post office address is 111 West Monroe Street, Chicago, Illinois (the "Co-Trustee"), the Trustee and the Co-Trustee being hereinafter referred to collectively as the "Trustees";

## WITNESSETH

WHEREAS the Company, as Lessor, and Tenneco Oil Company, a Delaware corporation (the "Lessee") have entered into that certain Indenture of Lease dated as of October 1, 1961 (the "Lease") under which the Company has leased and demised the marketing terminals, extraction plants, products line and service station properties (the "demised premises") for a term commencing October 1, 1961 and ending on October 1, 1976 for basic rentals in the aggregate amount of \$12,304,705 and upon the other terms and conditions set forth in the Lease, a counterpart of said Lease being registered in each county or parish in which this Assignment is registered, the same having been filed in each such county or parish, respectively, as the instrument filed in such county or parish, respectively, immediately preceding the filing of this Assignment and having been assigned in each such county or parish, respectively, the file number immediately preceding the file number assigned to this Assignment in such county or parish, to which Lease and the record thereof reference is hereby made for all purposes including a description of the demised premises; and

WHEREAS the Company, The Northwestern Mutual Life Insurance Company and Harris Trust and Savings Bank in its individual capacity have entered into that certain Loan Agreement dated as of October 1, 1961 (the "Loan Agreement") which provides that, as one of the conditions precedent to the loans by The Northwestern Mutual Life Insurance Company and Harris Trust and Savings Bank thereunder, the Company will assign and pledge all rentals and other sums due and to become due under the Lease as collateral security for the \$8,500,000 principal amount Notes (the "Notes") of the Company which will be issued under the Loan Agreement to evidence the loans;

NOW, THEREFORE, in consideration of the premises and of the sum of \$10 received by the Company from the Trustees and other good and valuable consideration the receipt whereof is hereby acknowledged and in order to secure the payment of the principal of and interest on the Notes according to their tenor and effect and to secure the payment of all other indebtedness hereby secured