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 Fee Amount: \$102.00
 Revenue Tax:
 LISA SMITH RECORDER
 Madison County, Iowa

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MORTGAGE

Recorder's Cover Sheet

Preparer Information:

Marjorie S. Crider
 Riemer & Braunstein LLP
 3 Center Plaza
 Boston, Massachusetts 02108
 617-523-9000

Taxpayer Information:

O'Reilly Automotive, Inc.
 233 S. Patterson
 Springfield, Missouri 65802

Return Document To:

Riemer & Braunstein LLP
 Three Center Plaza
 Boston, Massachusetts 02108
 Attn: Marjorie S. Crider, Esquire

Grantor:

O'REILLY AUTOMOTIVE, INC.

Grantee:

BANK OF AMERICA, N.A.

0'REILLY AUTOMOTIVE,
 38238571 IA
 FIRST AMERICAN ELS
 MORTGAGE AND ASSIGNMENT OF RENTS

Legal Description: See Exhibit A

DN PAGE 20
 Document or instrument number of previously recorded documents: N/A
NCS-390000-Mpls(KM) Store #368

**MORTGAGE
AND
COLLATERAL ASSIGNMENT OF LEASES AND RENTS**

THIS INSTRUMENT IS TO BE FILED AND INDEXED IN THE REAL ESTATE RECORDS AND IS ALSO TO BE INDEXED IN THE INDEX OF FINANCING STATEMENTS UNDER THE NAMES OF MORTGAGOR, AS "DEBTOR," AND MORTGAGEE, AS "SECURED PARTY." THIS INSTRUMENT SHALL ALSO BE EFFECTIVE FROM THE DATE OF ITS RECORDING AS A FINANCING STATEMENT FILED AS A FIXTURE FILING WITH RESPECT TO ALL GOODS CONSTITUTING PART OF THE PROPERTY WHICH ARE OR ARE TO BECOME FIXTURES.

 If this box is checked, this Mortgage constitutes a Construction Mortgage as defined in *Iowa Code* § 572.18 (2007).

If this box is checked, this Mortgage is a Purchase Money Mortgage as defined in *Iowa Code* § 654.12B (2007).

NOTICE: This mortgage secures credit in the amount of \$1,200,000,000.00. Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens.

THIS MORTGAGE AND COLLATERAL ASSIGNMENT OF LEASES AND RENTS (hereinafter referred to as this "**Mortgage**") is made and entered into as of this 11th day of July, 2008, by **O'REILLY AUTOMOTIVE, INC.**, a Missouri corporation with an address at 233 S. Patterson, Springfield, Missouri 65802, as grantor or mortgagor (hereinafter referred to as "**Mortgagor**"), in favor of **BANK OF AMERICA, N.A.**, a national banking association having an office at 100 Federal Street, 9th Floor, Boston, Massachusetts 02110, as collateral agent for the ratable benefit of the "**Credit Parties**" as defined in the Credit Agreement (as defined herein) (in such capacity, the "**Collateral Agent**"), as grantee and mortgagee herein (hereinafter in such capacity referred to as "**Mortgagee**").

Each capitalized term used herein but not defined herein shall have the meaning assigned to such term in the Credit Agreement (as defined herein).

W I T N E S S E T H:

A. Reference is made to that certain Credit Agreement, dated as of July 11, 2008 (as amended, amended and restated, modified, supplemented or restated from time to time, the "**Credit Agreement**"), entered into by, among others, O'Reilly Automotive, Inc., as Lead Borrower, the other Borrowers party thereto, the Guarantors party thereto, the Lenders from time to time party thereto, Bank of America, N.A., as Administrative Agent, Collateral Agent, Swing Line Lender and L/C Issuer, and Lehman Commercial Paper Inc., as Syndication Agent.

B. The Lenders have agreed to make Loans to the Borrowers (including, without limitation, Mortgagor), and the L/C Issuer has agreed to issue Letters of Credit for the account of the Borrowers, pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement.

C. The obligations of the Lenders to make Loans and of the L/C Issuer to issue Letters of Credit are conditioned upon, among other things, the execution and delivery by Mortgagor of this Mortgage, to secure the due and punctual payment and performance of the following described indebtedness and obligations: (a) all Obligations; and (b) any and all additional advances made by any Credit Party, to the extent made consistent with the terms hereof, to protect or preserve the Mortgaged Property or the security interest created hereby on the Mortgaged Property, or for taxes, assessments or insurance premiums as hereinafter provided or for performance of any of Mortgagor's obligations hereunder or under the other Loan Documents or for any other purpose provided herein or in the other Loan Documents (whether or not the original Mortgagor remains the owner of the Mortgaged Property at the time of such advances) (hereinafter (a) and (b) shall collectively be referred to as the "**Secured Obligations**"); provided, however, that Obligations which constitute Other Liabilities shall be Secured Obligations solely to the extent that there is sufficient Collateral following satisfaction of the obligations described in clause (a) of the definition of Obligations (as set forth in the Credit Agreement).

D. Pursuant to the requirements of the Credit Agreement, Mortgagor is granting this Mortgage to create a lien on the Mortgaged Property (as defined herein) (subject in priority only to (i) those Permitted Encumbrances which have priority over the Lien of the Collateral Agent by operation of applicable Law, (ii) Liens referred to in Schedule B of the Mortgage Policies insuring this Mortgage, or (iii) other Permitted Encumbrances reasonably acceptable to the Collateral Agent) to secure the performance and payment by Mortgagor and the other Loan Parties of the Secured Obligations. The Credit Agreement also requires the granting by Mortgagor and other Loan Parties of other mortgages (the "**Other Mortgages**") that create liens on certain mortgaged properties other than the Mortgaged Property to secure the performance of the Secured Obligations.

GRANTING CLAUSE:

NOW, THEREFORE, IN CONSIDERATION OF TEN AND NO/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency whereof are hereby acknowledged by Mortgagor, and in order to secure the Secured Obligations, Mortgagor does hereby grant, bargain, sell, transfer, assign, mortgage, warrant and convey unto Mortgagee, for the ratable benefit of the Credit Parties, with MORTGAGE COVENANTS, subject only to Permitted Encumbrances, all of Mortgagor's right, title and interest in all of the following described property (hereinafter those items of property described in subparagraphs (a) and (b), below, collectively referred to as the "**Property**", and together with the property described in subparagraphs (c), (d) and (e), collectively, the "**Mortgaged Property**"):

(a) All those certain tracts or parcels of land described in Exhibit A attached hereto and by this reference made a part hereof, together with all right, title and interest of Mortgagor, including any after-acquired title or reversion, in and to the rights-of-ways, streets, and alleys adjacent thereto, and all easements, rights-of-way, licenses, operating agreements, strips and gores of land, vaults, streets, ways, alleys, passages, sewers, sewer rights, waters, water courses, water rights and powers, oil, gas and other minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on such land or under or above same, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating to or appertaining to said tracts or parcels of land or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor and the reversion and reversions, remainder and remainders, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Mortgagor of, in and to the same (hereinafter referred to as the "**Land**");

(b) All buildings, structures, parking areas, landscaping, fixtures, and other improvements of every nature now or hereafter situated, erected or placed on the Land (hereinafter referred to as the "**Improvements**");

(c) All present and future leases, tenancies, occupancies and licenses, whether written or oral ("**Property Leases**") of the Land, and the Improvements, or any combination or part thereof, and all income, rents, issues, royalties, profits, revenues, security deposits and other benefits of the Land, and the Improvements, from time to time accruing, all payments under Property Leases, and all payments on account of oil and gas and other mineral Property Leases, working interests, production payments, royalties, overriding royalties, rents, delay rents, operating interests, participating interests and other such entitlements, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Mortgagor of, in and to the same (hereinafter referred to as the "**Revenues**");

(d) To the extent assignable, all the right, title and interest of Mortgagor in and to all construction contracts, subcontracts, architectural agreements, labor, material and payment bonds, guaranties and warranties, and plans and specifications relating to the construction of Improvements on the Land, whether now or hereafter existing, including, without limitation (i) any architectural or engineering agreement entered into with respect to the design of said Improvements and other architectural or engineering services, (ii) the plans and specifications for the construction of said Improvements prepared by the architect, and (iii) any contractor's agreement entered into with respect to construction of Improvements on the Land (hereinafter collectively referred to as the "**Contracts**"); and

(e) All insurance proceeds and all other proceeds (including all Proceeds as defined in the UCC), products, substitutions and accessions of the foregoing of every type.

TO HAVE AND TO HOLD, the Property and all parts, rights, members and appurtenances thereof, to the use, benefit and behoof of Mortgagee (and the successors and assigns of Mortgagee) for the ratable benefit of the Credit Parties in fee simple forever; and Mortgagor covenants that Mortgagor is lawfully seized and possessed of the Property and holds marketable fee simple absolute title to the Property, and in each instance has good right to convey the Property. Except for the Permitted Encumbrances, Mortgagor does warrant and will forever defend the title to the Mortgaged Property against the claims of all persons whomsoever.

This Mortgage is intended to constitute: (i) a fixture financing statement under the Uniform Commercial Code in effect from time to time in the State in which the Land is located (the "**UCC**"), and (ii) a notice of assignment of rents or profits under the law of such State. This Mortgage is also intended to operate and be construed as an absolute present assignment of the rents, issues and profits of the Property, Mortgagor hereby agreeing, as provided for under the law of the State where the Land is located, that Mortgagee is entitled to receive the rents, issues and profits of the Property whether an Event of Default exists and without entering upon or taking possession of the Property.

This Mortgage is given to secure the payment and performance of the Secured Obligations, to the extent provided for herein.

Mortgagor hereby further covenants and agrees with Mortgagee as follows:

1. **Payment and Performance of Secured Obligations.**

Mortgagor shall promptly pay the Secured Obligations when due, and fully and promptly perform all of the provisions, agreements, covenants and obligations of Mortgagor under the Loan Documents, in each case subject to all applicable grace and cure periods.

2. Impositions, Liens and Charges.

Mortgagor shall pay all tax liabilities, assessments and governmental charges or levies and lawful claims with respect to the Mortgaged Property to the extent required by Section 6.04 of the Credit Agreement. Mortgagor shall promptly discharge (by bonding, payment or otherwise) any Lien filed against the Mortgaged Property (other than Permitted Encumbrances).

3. Property and Other Insurance.

(a) Mortgagor will keep or cause to be kept the Mortgaged Property insured against such risks, and in the manner, required by Section 6.07 of the Credit Agreement.

(b) In the event that Mortgagor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, Mortgagee may, without waiving or releasing any obligation or liability of Mortgagor hereunder or any Default or Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect to as Mortgagee deems advisable. All sums disbursed by Mortgagee in connection with this Paragraph 3(b), including reasonable and documented attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon written demand, by Mortgagor and shall be additional Secured Obligations secured hereby.

(c) Prior to the occurrence of any Event of Default, Mortgagor shall have the right to make proof of such loss, to adjust and compromise any claim under insurance policies, and to appear in and prosecute any action arising from such insurance policies, provided that no settlement thereof shall be made without the prior consent of Mortgagee. Mortgagor hereby irrevocably makes, constitutes and appoints Mortgagee (and all officers, employees or agents designated by Mortgagee) as Mortgagor's true and lawful agent and attorney-in-fact, exercisable after the occurrence and during the continuance of an Event of Default, to make proof of such loss, to adjust and compromise any claim under insurance policies, and to appear in and prosecute any action arising from such insurance policies. Mortgagee is authorized to collect and receive insurance proceeds as provided in the Credit Agreement, and to deduct therefrom Mortgagee's expenses incurred in the collection of such proceeds. Mortgagor further authorizes Mortgagee, at Mortgagee's option, to the extent required pursuant to Section 2.05(g) of the Credit Agreement, to apply any insurance proceeds received by Mortgagee to the payment of the Secured Obligations in accordance with the terms of Section 2.05(h) or Section 8.03 of the Credit Agreement, as applicable.

4. Transfers.

Except as otherwise provided in the Credit Agreement, Mortgagor will not, without the prior written consent of Mortgagee in each instance: (a) sell, convey, assign, transfer, option, mortgage, pledge, hypothecate or dispose of the Mortgaged Property, or any part thereof or interest therein; or (b) create or suffer to be created or to exist any Lien upon the Mortgaged Property, or any part thereof or interest therein, other than Permitted Encumbrances.

5. Use of Property.

Unless required by applicable Law or unless Mortgagee has otherwise consented thereto in writing, (i) Mortgagor shall not allow changes in the nature of the occupancy or use for which the Property was intended at the time this Mortgage was executed, and (ii) Mortgagor shall not initiate a change in the zoning classification of the Property or further subject the Property to additional restrictive or negative covenants, in each case, to the extent that any such changes would reasonably be expected to result in a Material Adverse Effect. Mortgagor shall comply with, observe and perform all zoning and other Laws affecting the Property, all restrictive covenants affecting the Property, and all licenses and permits affecting the Property, in each case to the extent required by Section 6.08 of the Credit Agreement.

6. Protection of Mortgagee's Security.

If Mortgagee fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which affects the Mortgaged Property or title thereto or the interest of Mortgagee therein by an amount greater than \$50,000, including, but not limited to, eminent domain, or code enforcement, then Mortgagee, at Mortgagee's option and upon written notice to Mortgagor, may make such appearances, disburse such sums and take such action as such Mortgagee deems necessary to protect Mortgagee's interest herein, including, but not limited to, disbursement of reasonable and documented attorneys' fees, payment, contest or compromise of any Lien which is prior to the Lien of this Mortgage, and entry upon the Property to make necessary repairs. Any amounts disbursed by Mortgagee pursuant to this Paragraph 6 shall become a portion of the Secured Obligations. Such amounts shall be payable by Mortgagor upon written demand (accompanied by reasonable back-up documentation) from Mortgagee. Nothing contained in this Paragraph 6 shall require Mortgagee to incur any expense or do any act.

7. Mortgagor and Lien Not Released.

From time to time, without affecting the obligation of Mortgagor or Mortgagor's successors or assigns to pay the Secured Obligations and to observe the covenants of Mortgagor contained in this Mortgage and the other Loan Documents, and without affecting the guaranty of any Person, for payment or performance of the Secured Obligations, and without affecting the Lien or priority of Lien of this Mortgage on the Mortgaged Property, Mortgagee may, at Mortgagee's option, without giving notice to or obtaining the consent of Mortgagor, Mortgagor's successors or assigns or of any other Person, and without liability on any Credit Party's part, but subject to the terms and conditions of the Credit Agreement, grant extensions or postponements of the time for payment of the Secured Obligations or any part thereof, release anyone liable on any of the Secured Obligations, accept a renewal note or notes therefor, release from this Mortgage any part of the Mortgaged Property, take or release other or additional security, reconvey any part of the Mortgaged Property, consent to any map or plat or subdivision of the Property, consent to the granting of any easement, join in any extension or subordination agreement and agree in writing with Mortgagor to modify the terms and conditions of any Loan Document. Mortgagor shall pay such title insurance premiums and attorneys' fees as may be incurred, at Mortgagee's option, for any such action if taken at Mortgagor's request.

8. Forbearance Not Waiver.

Any forbearance by Mortgagee or any other Credit Party in exercising any right or remedy hereunder, or otherwise afforded by applicable Law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other Liens by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the Secured Obligations. Mortgagee's receipt of any proceeds under Paragraph 3 hereof shall not operate to cure or waive Mortgagor's default in payment of the Secured Obligations.

9. Property Leases and Revenues.

(a) As part of the consideration for the Secured Obligations, Mortgagor has absolutely and unconditionally collaterally assigned and transferred to Mortgagee for the ratable benefit of the Credit Parties all of Mortgagor's right, title and interest in and to the Property Leases and the Revenues, including those now due, past due or to become due by virtue of any Property Lease for the occupancy or use of all or any part of the Property. Mortgagor hereby represents and warrants that Mortgagor:

(i) is the sole and absolute owner of the entire landlord's or lessor's interest in the Property Leases and said rents, issues and profits and shall not assign its interest in, to or under any of the Property Leases or the Revenues to any person or entity other than Mortgagee;

(ii) has made no prior assignment of any of the Property Leases or with respect to any of said rents, issues or profits that remains in effect on the date hereof; and

(iii) to its knowledge has neither done any act nor omitted to do any act which might prevent Mortgagee from, or limit Mortgagee in, acting under any of the provisions of this assignment pursuant to this Mortgage.

(b) Mortgagor agrees that neither the foregoing assignment of Property Leases and Revenues, nor the exercise of any of Mortgagee's rights and remedies under Paragraph 14 hereof shall be deemed to make Mortgagee a mortgagee-in-possession or otherwise responsible or liable in any manner with respect to the Property Leases, the Property or the use, occupancy, enjoyment or operation of all or any portion thereof, unless and until Mortgagee, in person or by agent, assumes actual possession thereof. Nor shall the appointment of any receiver for the Property by any court at the request of Mortgagee or by agreement with Mortgagor, or the entering into possession of any part of the Property by such receiver, be deemed to make Mortgagee a mortgagee-in-possession or otherwise responsible or liable in any manner with respect to the Property Leases, the Property or the use, occupancy, enjoyment or operation of all or any portion thereof.

(c) If Mortgagee or a receiver enters upon, takes possession of and maintains control of the Property pursuant to Paragraph 14 hereof, all Revenues thereafter collected shall be applied first to the costs of taking control of and managing the Property and collecting the Revenues, including, but not limited to, reasonable attorneys' fees actually incurred, receiver's fees, premiums on receiver's bonds, costs of necessary repairs to the Property, premiums on insurance policies, impositions and other charges on the Property, and the costs of discharging any obligation or liability of Mortgagor as landlord, lessor or licensor of the Property and then to the Secured Obligations, in the manner set forth in Section 2.05(h) or Section 8.03 of the Credit Agreement, as applicable. Mortgagee and/or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those Revenues actually received. Mortgagee shall not be liable to Mortgagor, anyone claiming under or through Mortgagor or anyone having an interest in the Property by reason of anything done or left undone by Mortgagee pursuant to Paragraph 14 hereof. If the Revenues are not sufficient to meet the costs of taking control of and managing the Property and collecting the Revenues, any monies expended by Mortgagee for such purposes shall become a portion of the Secured Obligations. Such amounts shall be payable by Mortgagor upon demand from Mortgagee and shall bear interest at the Default Rate. The entering upon and taking possession of and maintaining of control of the Property by Mortgagee or the receiver pursuant to the provisions of this Mortgage and the application of Revenues as provided herein shall not cure or waive any Event of Default or invalidate any other right or remedy of Mortgagee hereunder.

(d) At Mortgagee's request, Mortgagor shall enter into a Subordination, Nondisturbance and Attornment Agreement in form and substance reasonably acceptable to Mortgagee with respect to all Property Leases with tenants of the Property which are not Affiliates of Mortgagor.

10. Property Leases and Collection of Revenues.

Mortgagor will not, without the prior written consent of Mortgagee, amend, supplement or otherwise modify, or grant any concessions to or waive the performance of any obligations of any tenant, lessee or licensee under, any now existing or future Property Lease, or enter into any new Property Lease of all or any portion of the Property, in each case if the effect of such amendment, supplement, modification, concession, waiver or new Property Lease would reasonably be expected to have a Material Adverse Effect. Mortgagor agrees not to collect or accept the payment of any Revenues, or other income or profit from, or on account of, any use or occupancy of the Property, in advance of the time when such payment becomes due unless Mortgagor reasonably believes the creditworthiness of the tenant is at issue or such amount is delivered to Mortgagee to be applied to the Secured Obligations, in the manner set forth in the Credit Agreement.

11. Remedies Cumulative.

All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or under the other Loan Documents or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. Taxation of Mortgages.

In the event of the enactment of any law deducting from the value of the Property any mortgage Lien thereon, or imposing upon Mortgagee the payment of all or part of the Taxes, charges or assessments previously paid by Mortgagor pursuant to this Mortgage, or changing the law relating to the taxation of mortgages or Mortgagee's interest in the Property so as to impose new incidents of Tax, then Mortgagor shall pay such Taxes or assessments or shall reimburse Mortgagee therefor (and such obligation shall constitute a Secured Obligation). Mortgagee agrees to use commercially reasonable efforts to provide notice to Mortgagor prior to making any such payment; provided that failure to provide such notice shall not affect Mortgagor's obligations pursuant to this Paragraph 12.

13. Events of Default and Acceleration.

The occurrence of any "Event of Default" as defined in the Credit Agreement shall constitute an Event of Default hereunder. If an Event of Default shall have occurred and be continuing, the Secured Obligations may be accelerated (or shall be deemed accelerated) pursuant to the terms of the Credit Agreement, whereupon the same shall become immediately due and payable, and without presentment, protest, demand or other notice of any kind, all of which are hereby expressly waived by Mortgagor. No omission to exercise such option when entitled to do so shall be construed as a waiver of such right.

14. Rights and Remedies.

(a) Upon the occurrence and during the continuation of any Event of Default, and whether or not the maturity of the Secured Obligations shall have been accelerated pursuant to Paragraph 13 hereof or otherwise, Mortgagee, at its option, may:

(i) institute an action of mortgage foreclosure whether by sale, entry or in any other manner provided for hereunder or under the laws of the State of Iowa, or take such

other action at law or in equity for the enforcement of this Mortgage and realization on the Mortgaged Property or any other security herein or elsewhere provided for, as applicable Law may allow, and may proceed therein to final judgment and execution for the entire unpaid balance of the Secured Obligations, with interest at the Default Rate, together with all other sums due from Mortgagor and the other Loan Parties in accordance with the provisions of the Credit Agreement and this Mortgage, including all sums which may have been loaned by the any Credit Party to Mortgagor and the other Borrowers after the date of this Mortgage, all sums which may have been advanced by any Credit Party for Taxes, water, or sewer rents, other lienable charges or claims, insurance or repairs or maintenance after the date of this Mortgage (including the period after the entry of any judgment in mortgage foreclosure or other judgment entered pursuant to this Mortgage or any other Loan Document), and all costs of suit, including counsel fees. Any foreclosure this Mortgage may, at the option of Mortgagee, be subject to the rights of any tenants under the Property Leases, and the failure to make any such tenants parties defendant to any such foreclosure proceedings and to foreclose their rights will not be asserted by Mortgagor as a defense to any proceedings instituted by Mortgagee to recover Secured Obligations or any deficiency remaining unpaid after the foreclosure sale of the Property; however, nothing herein contained shall prevent Mortgagor from asserting in any proceedings disputing the amount of the deficiency or the sufficiency of any bid at such foreclosure sale that any such tenants adversely affect the value of the Property;

(ii) either with or without entering upon or taking possession of the Property, demand, collect and receive any or all Revenues;

(iii) either with or without entering upon or taking possession of the Property, and without assuming any obligations of Mortgagor thereunder, exercise the rights of Mortgagor under, use or benefit from, any of the Property Leases;

(iv) in person, by agent or by court-appointed receiver, enter upon, take possession of, and maintain full control of the Mortgaged Property in order to perform all acts necessary or appropriate to maintain and operate the Mortgaged Property, including, but not limited to, the execution, cancellation or modification of Property Leases, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as Mortgagee, in its sole discretion, deems proper or appropriate;

(v) proceed by a suit or suits in law or in equity or by other appropriate proceeding to enforce payment of the Secured Obligations or the performance of any term, covenant, condition or agreement of this Mortgage or the Credit Agreement or any of the other Loan Documents, or any other right, and to pursue any other remedy available to it, all as Mortgagee shall determine most effectual for such purposes;

(vi) institute and maintain such suits and proceedings as Mortgagee may deem expedient to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or in violation of this Mortgage, to preserve or protect its interest in the Mortgaged Property and the Revenues, and to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that would impair the security hereunder or be prejudicial to the interest of Mortgagee;

(vii) apply all or any portion of the Mortgaged Property, or the proceeds thereof, towards (but not necessarily in complete satisfaction of) the Secured Obligations, in the manner set forth in Section 8.03 of the Credit Agreement;

(viii) exercise any other right or remedy of a mortgagee or Credit Party under the laws of the State of Iowa; and

(ix) to exercise the right of nonjudicial foreclosure pursuant to Iowa Code Section 654.18 and Chapter 655A as now enacted or hereafter modified, amended or replaced.

(b) If an Event of Default shall have occurred and be continuing, Mortgagee, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right without notice and without regard to the occupancy or value of any security for the Secured Obligations or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of the Mortgaged Property and to operate the Property and to collect and apply the Revenues. The receiver shall have all of the rights and powers permitted under the laws of the State of Iowa. Mortgagor will pay to Mortgagee upon demand, all expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to such appointment and all such expenses shall be included in the Secured Obligations and shall accrue interest at the Default Rate.

(c) Mortgagor waives any right to require the marshaling of any of its assets in connection with any disposition conducted pursuant hereto. In the event all or part of the Mortgaged Property is included at any foreclosure sale conducted pursuant hereto, a single total price for the Mortgaged Property, or such part thereof as is sold, may be accepted by Mortgagee with no obligation to distinguish between the application of such proceeds amongst the property comprising the Mortgaged Property.

(d) In connection with the exercise by Mortgagee of the rights and remedies provided for in Paragraph 14(a)(ii):

(i) Mortgagee may notify any tenant, lessee or licensee of the Property, either in the name of Mortgagee or Mortgagor, to make payment of Revenues directly to Mortgagee or Mortgagee's agents, may advise any person of Mortgagee's interest in and to the Revenues, and may collect directly from such tenants, lessees and licensees all amounts due on account of the Revenues;

(ii) At Mortgagee's request, Mortgagor will provide written notification to any or all tenants, lessees and licensees of the Property concerning Mortgagee's interest in the Revenues and will request that such tenants, lessees and licensees forward payment thereof directly to Mortgagee;

(iii) Mortgagor shall hold any proceeds and collections of any of the Revenues in trust for Mortgagee and shall not commingle such proceeds or collections with any other funds of Mortgagor; and

(iv) Mortgagor shall deliver all such proceeds to Mortgagee immediately upon the receipt thereof by Mortgagor in the identical form received, but duly endorsed or assigned on behalf of Mortgagor to Mortgagee.

(e) In connection with the exercise of Mortgagee's rights under Paragraph 14(a)(v), Mortgagee may enter upon, occupy, and use all or any part of the Property and may exclude Mortgagor

from the Land and the Improvements or portion thereof as may have been so entered upon, occupied, or used. In the event Mortgagee manages the Land and the Improvements in accordance with Paragraph 14(a)(iv), Mortgagor shall pay to Mortgagee on demand a reasonable fee for the management thereof in addition to the Secured Obligations. Further, Mortgagee may make such alterations, renovations, repairs, and replacements to the Improvements, as Mortgagee, in its sole discretion, deems proper or appropriate. The obligation of Mortgagor to pay such amounts and all expenses incurred by Mortgagee in the exercise of its rights hereunder shall be included in the Secured Obligations and shall accrue interest at the Default Rate.

(f) Mortgagor agrees that in case Mortgagee, in the exercise of the power of sale contained herein or in the exercise of any other rights hereunder given, elects to sell in parts or parcels, said sales may be held from time to time and that the power shall not be exhausted until all of the Mortgaged Property not previously sold shall have been sold, notwithstanding that the proceeds of such sales exceed, or may exceed, the Secured Obligations.

(g) Upon the occurrence and during the continuance of any Event of Default, Mortgagee may require Mortgagor to assemble the Mortgaged Property and make it available to Mortgagee, at Mortgagor's sole risk and expense, at a place or places to be designated by Mortgagee which are reasonably convenient to both Mortgagee and Mortgagor.

(h) Without limiting the provisions of Paragraph 6 hereof, Mortgagor hereby irrevocably constitutes and appoints Mortgagee as Mortgagor's true and lawful attorney in fact, exercisable only after the occurrence of and during the continuance of an Event of Default, to take any action with respect to the Mortgaged Property to preserve, protect, or realize upon Mortgagee's interest therein, each at the sole risk, cost and expense of Mortgagor, but for the sole benefit of Mortgagee. The rights and powers granted Mortgagee by the within appointment include, but are not limited to, the right and power to: (i) prosecute, defend, compromise, settle, or release any action relating to the Mortgaged Property; (ii) endorse the name of Mortgagor in favor of Mortgagee upon any and all checks or other items constituting Revenues; (iii) enter into leases or subleases relative to all or a portion of the Land or the Improvements; (iv) enter into any contracts or agreements relative to, and to take all action deemed necessary in connection with, the construction of any Improvements on the Land; (v) manage, operate, maintain, or repair the Land and the Improvements pursuant to Contracts or otherwise; and (vi) exercise the rights of Mortgagor under any Property Leases or any Contracts. Mortgagee shall not be obligated to perform any of such acts or to exercise any of such powers, but if Mortgagee elects so to perform or exercise, Mortgagee shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to Mortgagor except for Mortgagee's willful misconduct, gross negligence or bad faith, as determined by a court of competent jurisdiction by final and nonappealable judgment. All powers conferred upon Mortgagee by this Mortgage, being coupled with an interest, shall be irrevocable until terminated by a written instrument executed by a duly authorized officer of Mortgagee.

(i) Redemption Period. Mortgagor hereby agrees that in the event of foreclosure of this Mortgage, the Mortgagee may, at its sole option, elect:

a) Pursuant to Iowa Code §628.26 to reduce the period of redemption after sale on foreclosure to six (6) months, or

b) Pursuant to Iowa Code §628.27 to reduce the period of redemption after sale on foreclosure to sixty (60) days, or

c) Pursuant to Iowa Code §628.28 or any other Iowa Code Section to reduce the period of redemption after sale on foreclosure to such time as may be then applicable and provided by law, or

d) Pursuant to Iowa Code §654.20 to foreclose without redemption.

(j) **Surrender.** In the event of foreclosure of this Mortgage, the Mortgagor hereby agrees that the court may, and requests the court to, enter a special order directing the clerk of court to enter and record the judgment contained in the foreclosure decree on the Secured Obligations secured by this Mortgage without requiring that any notes issued in connection therewith be first filed with the clerk of court for cancellation. The Mortgagor further agrees, because the Secured Obligations secured by this Mortgage are also secured by other mortgages and will be necessary to a foreclosure of those mortgages, that notwithstanding Iowa Rule of Civil Procedure 1.961, as presently enacted or as hereinafter amended or replaced, the clerk of court may, in the event of foreclosure of this Mortgage, enter and record the judgment contained in the foreclosure decree on the Secured Obligations secured by this Mortgage without requiring that any notes issued in connection with the Secured Obligations be first filed with the clerk of court for cancellation.

15. Notices.

Any and all notices, demands, elections or requests provided for or permitted to be given pursuant to this Mortgage shall be given or served as provided in the Credit Agreement.

16. Successors and Assigns Bound; Captions.

The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and Mortgagor, subject to the provisions of Paragraph 4 hereof. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

17. Governing Law; Severability.

THE PROVISIONS OF THIS MORTGAGE REGARDING THE CREATION, PERFECTION AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS HEREIN GRANTED SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE IN WHICH THE MORTGAGED PROPERTY IS LOCATED. IN ALL OTHER RESPECTS, THIS MORTGAGE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (EXCEPT FOR THE CONFLICT OF LAWS RULES THEREOF, BUT INCLUDING GENERAL OBLIGATIONS LAW SECTIONS 5-1401 AND 5-1402).

18. Discharge.

This Mortgage shall terminate and Mortgagee shall discharge this Mortgage in connection with any Permitted Disposition relating to the sale, transfer or other disposition of the Property or when all the Secured Obligations (other than contingent indemnification obligations for which no claims have been asserted) have been indefeasibly paid in full, the Lenders have no further commitment to lend, there are no Letters of Credit Outstanding and the L/C Issuer has no further commitment to issue Letters of Credit under the Credit Agreement. Mortgagor shall pay Mortgagee's reasonable costs incurred in discharging this Mortgage.

19. Waivers.

(a) Mortgagor agrees to the full extent permitted by Law, that in case of an Event of Default which has occurred and is continuing hereunder, neither Mortgagor nor anyone claiming through or under Mortgagor shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension, homestead, exemption or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Mortgaged Property, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and Mortgagor, for Mortgagor and all who may at any time claim through or under Mortgagor, hereby waives to the fullest extent that Mortgagor may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprised in the security intended to be created hereby marshaled upon any foreclosure of the Lien hereof.

(b) No failure or delay of Mortgagee in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of Mortgagee hereunder are cumulative and are not exclusive of any rights or remedies that Mortgagee would otherwise have. No waiver of any provisions of this Agreement or any other Loan Document or consent to any departure by Mortgagor therefrom shall in any event be effective unless the same shall be permitted by Paragraph 19(c) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on Mortgagor in any case shall entitle Mortgagor to any other or further notice or demand in similar or other circumstances.

(c) Neither this Mortgage nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by Mortgagee and Mortgagor, subject to any consent required in accordance with Section 10.01 of the Credit Agreement.

(d) In the event of the sale or transfer by operation of law or otherwise of all or any part of the Mortgaged Property (other than in connection with any Permitted Disposition), Mortgagee, without notice, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Mortgaged Property or the Secured Obligations or with reference to any of the terms, covenants, conditions or agreements hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any liabilities, obligations or undertakings of Mortgagor (including, without limitation, the restrictions upon transfer contained in Paragraph 4 above).

20. Further Assurances.

At any time and from time to time, upon written request by Mortgagee, Mortgagor will make, execute and deliver, or cause to be made, executed and delivered, to Mortgagee and, where appropriate, cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled at such time and in such offices and places as shall be reasonably deemed desirable by Mortgagee, any and all such other and further assignments, mortgages, security agreements, financing statements, continuation statements, instruments of further assurance, certificates and other documents as may, in the reasonable opinion of Mortgagee, be necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve (a) the obligations of Mortgagor under this Mortgage, and (b) the Lien created by this Mortgage upon the Mortgaged Property. Upon any failure by Mortgagor so to do promptly upon Mortgagee's written request therefor, Mortgagee may make, execute, record, file, re-record and/or refile any and all such assignments, mortgages, security agreements, financing statements, continuation statements, instruments, certificates, and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee the agent and attorney in fact of Mortgagor so to do.

21. Subrogation.

Mortgagee shall be subrogated to all right, title, Lien or equity of all persons to whom Mortgagee may have paid any monies in settlement of Liens or in acquisition of title or for its benefit hereunder, or for the benefit or account of Mortgagor or subsequently paid under any provisions hereof.

22. Time of the Essence.

Time is of the essence with respect to each and every covenant, agreement and obligation of Mortgagor under this Mortgage and any and all other Loan Documents.

23. Submission to Jurisdiction.

MORTGAGOR AGREES THAT ANY SUIT FOR ENFORCEMENT OF THE LIEN OF THIS MORTGAGE MAY BE BROUGHT IN THE STATE COURT OR ANY FEDERAL COURT SITTING IN THE STATE IN WHICH THE MORTGAGED PROPERTY IS LOCATED AS MORTGAGEE MAY ELECT IN ITS SOLE DISCRETION AND MORTGAGOR HEREBY CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF SUCH COURTS. MORTGAGOR AND MORTGAGEE (BY ITS ACCEPTANCE OF THIS MORTGAGE) EACH HEREBY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH SUIT OR ANY SUCH COURT OR THAT SUCH SUIT IS BROUGHT IN AN INCONVENIENT FORUM AND AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS MORTGAGE OR ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT MORTGAGEE MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS MORTGAGE AGAINST MORTGAGEE OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

MORTGAGOR AND MORTGAGEE (BY ITS ACCEPTANCE OF THIS MORTGAGE) IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS MORTGAGE OR ANY OTHER LOAN DOCUMENT WILL AFFECT THE RIGHT OF MORTGAGOR AND MORTGAGEE TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

24. WAIVER OF JURY TRIAL.

MORTGAGOR AND MORTGAGEE (BY ITS ACCEPTANCE OF THIS MORTGAGE) EACH HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A JURY IN ANY TRIAL OF ANY CASE OR CONTROVERSY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) IN WHICH ANY SUCH PERSON IS OR BECOMES A PARTY (WHETHER SUCH CASE OR CONTROVERSY IS INITIATED BY OR AGAINST ANY SUCH PERSON OR IN WHICH ANY SUCH PERSON IS JOINED AS A PARTY LITIGANT), WHICH CASE OR CONTROVERSY ARISES OUT OF OR IS IN RESPECT OF, ANY RELATIONSHIP AMONGST OR BETWEEN ANY LOAN PARTY OR ANY OTHER PERSON AND ANY CREDIT PARTY OR PARTICIPANT OR THE ACTIONS OF ANY CREDIT PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT THEREOF. EACH OF MORTGAGOR AND MORTGAGEE (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGES THAT IT AND THE OTHER

PARTY HAVE BEEN INDUCED TO ENTER INTO THIS MORTGAGE BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS PARAGRAPH 24.

25. Future Advances.

This Mortgage secures future advances made pursuant to this Mortgage or the Credit Agreement.

26. Business Purpose.

Mortgagor warrants that this Mortgage is delivered in connection with a business or commercial loan transaction and the Secured Obligations do not constitute a consumer credit transaction as defined in Iowa Code Section 537.1301(ii); that the loans under the Credit Agreement are for business purposes as defined in Iowa Code Section 535.2, 2(a)(5).

27. Fixture Filing.

Certain of the Mortgaged Property is or will become "fixtures" (as that term is defined in the UCC) on the Land, and this Mortgage upon being filed for record in the real estate records of the county wherein such fixtures are situated shall operate also as a financing statement filed as a fixture filing in accordance with the applicable provisions of said UCC upon such of the Mortgaged Property that is or may become fixtures.

28. Multi-site Real Estate Transaction.

Mortgagor acknowledges that this Mortgage is one of a number of Other Mortgages and Security Documents that secure the Secured Obligations. Mortgagor agrees that the Lien of this Mortgage shall be absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of Mortgagee or any other Credit Party and without limiting the generality of the foregoing, the Lien hereof shall not be impaired by any acceptance by Mortgagee of any security for or guarantees of any of the Secured Obligations hereby secured, or by any failure, neglect or omission on the part of Mortgagee to realize upon or protect any Obligation or indebtedness hereby secured or any collateral security therefor including the Other Mortgages and other Security Documents. The Lien hereof shall not in any manner be impaired or affected by any release (except as to the property released), sale, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, changing, modification or disposition of any of the Secured Obligations secured or of any of the collateral security therefor, including the Other Mortgages and other Security Documents or of any guarantee thereof, and Mortgagee may at its discretion foreclose, exercise any power of sale, or exercise any other remedy available to it under any or all of the Other Mortgages and other Security Documents without first exercising or enforcing any of its rights and remedies hereunder. Such exercise of Mortgagee's rights and remedies under any or all of the Other Mortgages and other Security Documents shall not in any manner impair the indebtedness hereby secured or the Lien of this Mortgage and any exercise of the rights or remedies of Mortgagee hereunder shall not impair the Lien of any of the Other Mortgages and other Security Documents or any Mortgagee's rights and remedies thereunder. Mortgagor specifically consents and agrees that Mortgagee may exercise its rights and remedies hereunder and under the Other Mortgages and other Security Documents separately or concurrently and in any order that it may deem appropriate and waives any rights of subrogation.

29. Credit Agreement.

Mortgagor acknowledges that this Mortgage is granted as a supplement to the Credit Agreement. In the event of a conflict between the representations, warranties and covenants contained in this

Mortgage and the representations, warranties and covenants contained in the Credit Agreement, the terms of the Credit Agreement shall control.

30. Nonagricultural/Nonresidential Property.

The proceeds of the Secured Obligations will not be used to purchase and the Mortgaged Property does not constitute the following:

- (a) real property which is a single-family or a two-family dwelling occupied or to be occupied by the Mortgagor;
- (b) agricultural products or property used for an agricultural purpose as defined in Iowa Code Section 535.13;
- (c) agricultural land as defined in Iowa Code Section 9H.1(2) or 175.2(1); or
- (d) property used for an agricultural purpose as defined in Iowa Code Section 570.A.1(2).

31. No Groundwater Hazard.

There are:

- (a) No known wells situated on the Mortgaged Property;
- (b) No known solid waste disposal sites on the Mortgaged Property;
- (c) No known hazardous waste on the Mortgaged Property;
- (d) No known underground storage tanks on the Mortgaged Property; or
- (a) No known private burial grounds on the Mortgaged Property.

32. Size of Mortgaged Premises.

The Mortgaged Property is less than ten (10) acres in size.

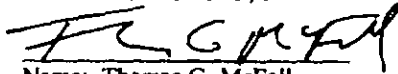
33. Community College Agreements.

Mortgagee has not entered into any agreements with a community college concerning a project with respect to which a lien would attach to the Mortgaged Property as provided in Iowa Code § 260E.3(5) (2007) or Iowa Code § 260F.3(6) (2007).

- 34. IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THE WRITTEN MORTGAGE AND THE OTHER LOAN DOCUMENTS MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THE MORTGAGE AND THE OTHER LOAN DOCUMENTS ONLY BY ANOTHER WRITTEN AGREEMENT.**

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the day and year first above written.

	<p>O'REILLY AUTOMOTIVE, INC.</p> <p>By: </p> <p>Name: Thomas G. McFall Title: Chief Financial Officer and Treasurer</p>
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STATE OF Missouri
(COUNTY) of Greene

This instrument was acknowledged before me on July 11, 2008 by Thomas G. McFall, as Chief Financial Officer and Treasurer of O'Reilly Automotive, Inc.

S. Rachelle Applegate
Notary Public

Title (and Rank)

(AFFIX SEAL)



S. Rachelle Applegate Comm. #05402363
Christian County State of Missouri
My Commission Expires Aug. 22, 2010

EXHIBIT A
[Legal Description of Land]

204 East Highway 92, Winterset, Madison County, Iowa

(See Attached)

1093285.1

EXHIBIT A

Store # 368
204 East Highway 92, Winterset
Madison County
Iowa

Legal Description:

Pg. 20

Lot One (1) of the Replat of Lot Three (3), Gold Buffet Subdivision, City of Winterset, Madison County, Iowa, as shown in Town Plat Record 2, Page 467, Madison County, Iowa.

Together with any and all rights, benefits, and easements appurtenant to the foregoing Premises.

Tax Parcel ID: 821004900072700 00