

LAWYERS TITLE INS. CORP.
7895 BROADWAY
MERRILLVILLE, IND. 46410

31709

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SUPPLEMENTAL MORTGAGE AND DEED OF TRUST

665835

SUPPLEMENTAL MORTGAGE AND DEED OF TRUST, dated as of December 15, 1981 from Cornwall Properties, Inc. (the "Company") a Delaware Corporation, having its principal office and place of business at 8530 West National Avenue, Milwaukee, Wisconsin to FIDELITY UNION BANK (formerly known as FIDELITY UNION TRUST COMPANY), (the "Corporate Trustee"), a New Jersey Corporation, having its principal office and place of business at 765 Broad Street, Newark, New Jersey, and Shirley M. Reed, having been appointed as successor of S.A. Clark as such Individual Trustee, having her office at 765 Broad Street, Newark, New Jersey, (collectively the "Trustees").

WHEREAS, the Company has heretofore executed and delivered to the Trustees a First Mortgage and Deed of Trust (the "Original Mortgage"), dated as of December 1, 1964 / and recorded in Mortgage Record 1542, page 83 secure, as provided therein the Company's 6% twenty year First Mortgage Notes, Series B due 1984, in an aggregate principal amount of \$2,048,423.63 (the "Notes", such term to include the Notes issued originally or in exchange of replacement thereof and any renewal or extension of such Notes), and to secure the payment of all other indebtedness which the Original Mortgage by its terms secures and the performance of and compliance with all of the terms thereof;

STATE OF INDIANA S.S. NO
LAKE COUNTY
FILED FOR RECORD
APR 19 8 33 AM '82
WILLIAM BIELSKI JR
RECORDER

WHEREAS, the Original Mortgage created a lien on 33 separate service station premises described in Schedule A attached thereto (the "Properties"), and on all of the Company's right, title and interest as lessor in and to the lease covering the Properties (the "Lease"), dated as of December 1, 1964 as Document No. 600655 between the Company and Clark Oil & Refining Corporation (the "Lessee"), a Wisconsin Corporation of Milwaukee, Wisconsin; and

Handwritten signature

WHEREAS, the Company now desires to obtain the release of the service station premises, listed in Schedule A to the Original Mortgage and particularly described in Schedule A attached hereto (the "Released Property(ies)"), from the lien of the Original Mortgage, and to substitute for the Released Property(ies) the service station premises described in the Supplement to Schedule A attached hereto (the "Substituted Property(ies)"), and to subject the Substituted Property(ies) to the lien of the Original Mortgage in accordance with the terms thereof, to the same extent and with the same force and effect as though such Substituted Property(ies), in lieu of the Released Property(ies), had been one of the Properties originally described in Schedule A and subject to the lien of the Original Mortgage;

NOW THIS SUPPLEMENTAL MORTGAGE AND DEED OF TRUST WITNESSETH, That the Trustees, in pursuance of the Original Mortgage, and as further agreed between the parties hereto as to the value of the Substituted Property(ies) and in consideration of the substitution of security as hereinafter provided, have granted, released, quit claimed and set over and by these presents, do grant, release, quit claim and set over unto the Company, the Released Property(ies), together with the hereditaments and appurtenances thereunto belonging, and all the right, title and interest of the said Trustees, of, in and to the same, to the intent that the lands hereby conveyed may be discharged from the Original Mortgage, and also may be discharged from the Original Lease dated as of December 1, 1964 between the Company and the Lessee, and that the rest of the lands in the Original Mortgage specified may remain to the Trustees.

TO HAVE AND TO HOLD, the lands and premises are hereby released and conveyed to the Company, its successors and assigns, forever, free, clear and discharged of and from all liens and claims under and by virtue of the Original Mortgage.

SCHEDULE A

DESCRIPTION OF RELEASED PROPERTY (IES)

Location: 300 Washington Avenue
Chillicothe, Missouri

Description: Beginning 247 ft. E. of the NW corner of block 1 of
Weed & Curtis Addition to the City of Chillicothe, Missouri;
thence E. 63 ft.; thence S. 147 ft.; thence W. 63 ft.;
thence N. 147 ft. to the point of beginning.

Exceptions: 1. Liens for real property taxes and assessments not due
and payable.

SCHEDULE A

DESCRIPTION OF RELEASED PROPERTY(IES)

Location: 1401 E. 37th Street
Gary, Indiana

Description: Lots Three (3) to Eight (8), both inclusive, Block Fifteen (15), Great Gary Realty Company's First Addition, in the City of Gary, as shown in Plat Book 11, page 8, in Lake County, Indiana.

- Exceptions:
1. Liens for real property taxes and assessments not due and payable.
 2. Restriction affecting lot 8 of the premises in Warranty Deed dated October 27, 1930, recorded March 19, 1937 in Deed Record 560, Page 746, made by William Raschka and Carrie N. Raschka, husband and wife, to Virginia Praska, providing: "That no building costing less than \$5,000.00 shall be constructed or maintained on the front boundary line of said lot". The restriction does not provide for forfeiture or reversion.

SUPPLEMENT TO SCHEDULE A

DESCRIPTION OF SUBSTITUTED PROPERTY(IES)

Location: SWC Osage & Walnut
Nevada, Missouri

Description: Lots Seven and Eight (7 and 8) of Block One (1) of Morerod's Sub-division of Block Eight (8) of Dodson's Addition to the City of Nevada, Missouri, according to the recorded plat thereof, in Vernon County, Missouri.

Exceptions: 1. Liens for real property taxes and assessments not due and payable.
2. Rights of parties in possession under unrecorded lease.
3. Easements and restrictions of record.

The parties hereto agree that this release shall in no manner affect the lien of the Original Mortgage as to the remainder of the premises described therein and not hereby specifically released.

To secure the payment when and as due and payable of the principal of and the premium, if any, and interest on the Notes at any time issued and outstanding, and to secure the payment of all other indebtedness which the Original Mortgage by its terms secures and the performance of and compliance with all of the terms thereof, the Company does hereby grant, bargain, sell, mortgage, warrant, pledge, assign, transfer and convey to the Trustees and to their successors and assigns forever, the following property:

(a) the Substituted Property(ies), more particularly described in the Supplement to Schedule A, attached hereto (which shall hereafter constitute a part of the "Properties" as that term is defined in the Original Mortgage), subject to (i) the Lease referred to in clause (c) below and (ii) the Permitted Exceptions, if any, set forth, in the Supplement to Schedule A;

(b) all rights of way or use, servitudes, licenses, easements, tenements, hereditaments and appurtenances now or hereafter belonging or pertaining to the Substituted Property(ies); and

(c) all of the Company's right, title and interest as lessor in and to the Lease, dated as of December 1, 1964 as of the date hereof (the "Lease"), between the Company and Clark Oil & Refining Corporation (the "Lessee"), covering the Properties;

TO HAVE AND TO HOLD the same unto the Trustees and their successors and assigns, forever;

IN TRUST, NEVERTHELESS, upon the terms and trusts set forth herein and in the Original Mortgage, for the equal and proportionate benefit and security of the holders from time to time of the Notes, without preference of any of such Notes over any others by reason of priority in the time of issue thereof, or for any other reason.

The Company, for itself and its successors and assigns, hereby covenants and agrees with the Trustees for the benefit of the holders of the Notes as follows:

1. Definitions. Unless otherwise indicated herein, all capitalized terms used in this Supplemental Mortgage and Deed of Trust shall have the respective meanings given to them in the Original Mortgage.

2. "Supplement to Schedule A" a Part of Mortgage. Schedule A attached to the Original Mortgage is hereby supplemented by adding thereto the "Supplement to Schedule A" attached to this Supplemental Mortgage and Deed of Trust.

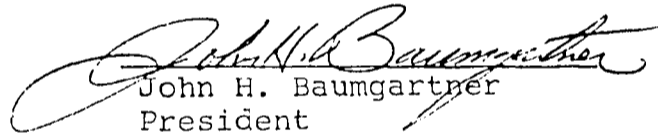
3. Incorporation of Terms of Mortgage. All of the agreements, terms and provisions contained in the Original Mortgage are incorporated herein and shall apply with the same force and effect as though set forth at length in this Supplemental Mortgage and Deed of Trust.

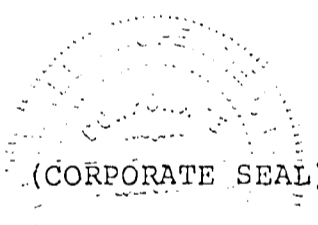
4. Confirmation of Mortgage. Except as supplemented hereby, the Original Mortgage and the Notes at the time outstanding thereunder are in all respects ratified and confirmed, and all the terms thereof shall remain in full force and effect.

5. Miscellaneous. This Supplemental Mortgage and Deed of Trust shall constitute an instrument supplemental to the Original Mortgage and shall be construed in connection with and as a part thereof. This Supplemental Mortgage and Deed of Trust may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Company has caused this Supplemental Mortgage and Deed of Trust to be executed and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized, as of the day and year first above written.

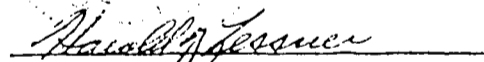
CORNWALL PROPERTIES, INC.


John H. Baumgartner
President

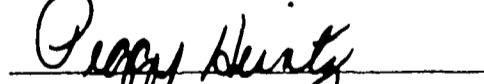
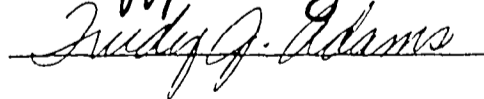


(CORPORATE SEAL)

ATTEST:


Harold J. Lessner
Secretary

WITNESSED:

IN WITNESS WHEREOF, the Trustees have caused this Supplemental Mortgage and Deed of Trust to be executed and the corporate seal of the Corporate Trustee to be hereunto affixed and attested by its officers thereunto duly authorized as of the day and year first above written.

FIDELITY UNION BANK

J. Patterson
2nd VICE President

(CORPORATE SEAL)

ATTEST:

Deborah Hecht
Asst Secretary

WITNESSED:

Kenneth D. Benton
Brian Bunk

S. M. Reed
Shirley M. Reed, As Individual
Trustee

WITNESSED:

Kenneth D. Benton

THIS INSTRUMENT WAS DRAFTED BY:
Attorney Marvin I. Strawn
8530 West National Avenue
Milwaukee, Wisconsin 53201

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

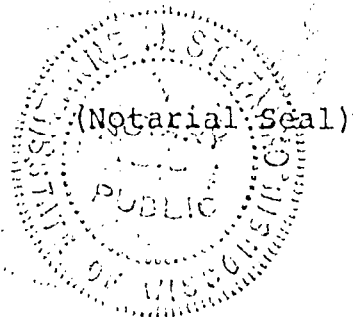
On this 17 day of December, 1981, before me
Suzanne M. Stefanko, a Notary Public in and for the said
County and State, duly commissioned and sworn, personally in said
County and State appeared John H. Baumgartner and
Harold J. Lessner, to me personally known and
known to me to be President and Secretary
respectively of Cornwall Properties, Inc. one of
the corporations named in and executing the foregoing instrument,
which instrument includes Schedule A and Supplement to Schedule A
attached thereto and made a part thereof, and which instrument
was produced to me in said County and State aforesaid by the said
President and Secretary
who are known to me to be the identical persons who subscribed
the name of the maker thereof to the foregoing instrument as its
President and Secretary, respectively, who
by me being duly sworn, did severally depose, say and acknowledge,
on their several oaths, in said County and State aforesaid that
they reside at 1635 Greenview Drive, Brookfield, Wisconsin
and W333 N4012 Mertins Drive, Nashotah, Wisconsin
respectively, that they are the President and Secretary
respectively of said corporation and that said
corporation executed said instrument; that they know the seal of
said corporation; that the seal affixed to said instrument is the
corporate seal of said corporation; that they, being informed of
the contents of said instrument, signed and sealed said instrument
and that they executed the same in the name and on behalf of said
corporation by order, authority and resolution of its Board of
Directors and that they signed their names thereto by like order;
that they executed the same as, and said instrument is, their
free and voluntary act and deed and the free and voluntary act
and deed of said corporation for the consideration, uses and
purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed by official seal in the County and State aforesaid on the
day and year first above written.

Suzanne M. Stefanko
Suzanne M. Stefanko
Notary Public

My place of residence is: 2443 S. 63rd Street
West Allis, Wisconsin

My Commission Expires: March 17, 1985



STATE OF N.J.)
) SS
COUNTY OF Essex)

On this 6th day of January, 1982, before me DONNA J. FLANAGAN, a Notary Public in and for the said County and State, duly commissioned and sworn personally in said County and State appeared LINDA PATTERSON and Deborah Hecht to me personally known and known to me to be 2nd Vice President and Ass't Secretary respectively, of Fidelity Union Bank, the Corporate Trustee, named in and executing the foregoing instrument, which instrument includes Schedule A and Supplement to Schedule A attached thereto and made a part thereof, and which instrument was produced to me in said County and State aforesaid by the said Linda Patterson and Deborah Hecht, who are known to me to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument as its 2nd Vice President and Assistant Secretary, respectively, who by me being duly sworn, did severally depose, say and acknowledge that they reside at 4 Mitchel Road, Somerville, New Jersey and 22 SCOTT CT, B4, Ridgefield Park, N.J., respectively, of said corporation and that said corporation executed said instrument as Corporate Trustee; that they know the seal of said corporation and that said corporation executed said instrument as Corporate Trustee; that they know the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that they, being informed of the contents of said instrument signed and sealed said instrument and that they executed the same in the name and on behalf of said corporation by order, authority and resolution of its Board of Directors and that they signed their names thereto by like order; that they executed the same as, and said instrument is, their free and voluntary act and deed and the free and voluntary act and deed of said corporation for the consideration, uses and purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

Donna J. Flanagan
Notary Public

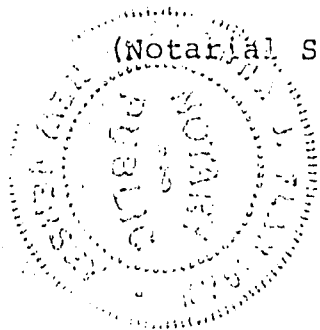
My place of residence is:

674 GARDEN ST
MAYWOOD NJ 0

My Commission expires: 11/18/83

DONNA J. FLANAGAN
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JAN. 18, 1983

(Notarial Seal)



SCHEDULE A

DESCRIPTION OF RELEASED PROPERTY(IES)

Location: 1300 W. 6th Street
Racine, Wisconsin

Description: That part of lands described in Volume 319 of Deeds at page 107, in the Southeast One-quarter ($\frac{1}{4}$) of Section numbered Eight (8), Township numbered Three (3) North, Range numbered Twenty-three (23) East, in the City of Racine, Racine County, Wisconsin, bounded as follows: On the West by the West line of property described in said Deed; on the East by the East line of said One-quarter ($\frac{1}{4}$) Section; on the South by the North line of West Sixth Street; and on the North by a line 90.00 feet Northerly of, (as measured at right angles), and parallel to the North line of West Sixth Street.
Also that part of block numbered Thirty-eight (38), in Sage's Addition, in the Southwest One-quarter ($\frac{1}{4}$) of Section numbered Nine (9), Township numbered Three (3) North, Range numbered Twenty-three (23) East, in the City of Racine, Racine County, Wisconsin, bounded as follows: On the South by the North line of West Sixth Street; on the West by the West line of said Block numbered Thirty-eight (38); on the East by the Root River; and on the North by a line 90.00 feet Northerly of, (as measured at right angles), and parallel to the North line of West Sixth Street.

Exceptions: 1. Liens for real property taxes and assessments not due and payable.