

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

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DEED OF TRUST, MORTGAGE AND SECURITY AGREEMENT

Dated as of
August 1, 1984
by and between

CLARK OIL & REFINING CORPORATION
as Grantor and Trustor and Mortgagor

AND

C. PERRY BASCOM

as Trustee for the benefit of
and on behalf of Centerre Bank
National Association, as Agent
for Holders of Indebtedness
as amended and/or restated from
time to time under a certain
Revolving Credit Agreement dated
as of September 1, 1982

OPEN-END

DEED OF TRUST, MORTGAGE AND SECURITY AGREEMENT

(FUTURE ADVANCES SECURED HEREBY)

STATE OF INDIANA/S.S. NO.
LAKE COUNTY
FILED FOR RECORD
SEP 12 9 11 AM '84
WILLIAM HIELSKI JR
RECORDER

This Instrument
Prepared By:
Return This Instrument To:

Linda M. Martinez, Esq.
Bryan, Cave, McPheeters & McRoberts
500 N. Broadway, Suite 2000
St. Louis, Missouri 63102

STATION NO. 221

LM
4600

THIS DEED OF TRUST, MORTGAGE AND SECURITY AGREEMENT (hereinafter referred to as the "MORTGAGE"), dated as of August 1, 1984 and made and entered into by and among CLARK OIL & REFINING CORPORATION, a Wisconsin corporation, having its principal place of business at 7930 Clayton Road, City of Richmond Heights, County of St. Louis, Missouri 63117, as grantor, trustor and mortgagor hereunder (hereinafter referred to as "Grantor"), and C. PERRY BASCOM, an individual, having his place of business at 500 North Broadway, Suite 2000, St. Louis, Missouri 63102, and his residence at 4650 Pershing Place, St. Louis, Missouri 63108 as trustee hereunder (said trustee together with his successors and assigns, being hereinafter referred to as the "Trustee") for the benefit of and on behalf of CENTERRE BANK NATIONAL ASSOCIATION, having its principal offices at Centerre Plaza, St. Louis, Missouri 63101, as agent for holders of indebtedness of Grantor under a certain Revolving Credit Agreement dated as of September 1, 1982, as such may be amended and/or restated from time to time (hereinafter referred to as the "Agent").

WITNESSETH:

Grantor, for and in consideration of the premises and of the debt and trust hereinafter mentioned and Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, does by these premises GRANT, BARGAIN and SELL, CONVEY and CONFIRM, ASSIGN, TRANSFER and MORTGAGE and WARRANT unto the Trustee (IN TRUST, WITH POWER OF SALE to the extent permitted by applicable law) the following (all of which being hereinafter referred to as the "Mortgaged Property"):

(a) all estate, right, title and interest of Grantor in the real properties and leases relating to real properties as more particularly described in Exhibit A attached hereto and by reference incorporated herein;

(b) all estate, right, title and interest of Grantor in and to the buildings, structures, improvements, fixtures, equipment, machinery, apparatus, and installations now or at any time hereafter erected, constructed and situated thereupon;

(c) all estate, right, title and interest of Grantor now owned or hereafter acquired, in and to all and singular the tenements, hereditaments, privileges, easements, leases, subleases, licenses, water rights and permits, rents, issues and profits thereof, appurtenances belonging, affixed, incidental or in any wise appertaining or relating to the aforesaid real properties and leases;

Section 2.4. Information About the Mortgaged Property.
So long as any of the Indebtedness remains outstanding, Grantor at its own expense will furnish to the Trustee and the Agent such detailed information as the Trustee or the Agent may reasonably request concerning the Mortgaged Property, the development, maintenance and operation thereof and Grantor's compliance with the provisions of this Mortgage.

Section 2.5. Agent's Right to Perform for Grantor.
Grantor agrees that, if it fails to perform any act which it is required to perform hereunder or under any agreement or instrument which forms a portion of the Mortgaged Property or to pay any money which it is required to pay hereunder or under any such agreement or instrument, the Agent may, upon giving written notice to Grantor, cause to be performed such act and may pay such money, and any expenses thereby incurred by the Agent and any money so paid by the Agent shall be a demand obligation owing by the Grantor and shall bear interest from the date of incurring such expense or making such payment until paid at the interest rate or rates specified in the Notes and shall be part of the Indebtedness secured hereby, and the Agent shall be subrogated to all of the rights of the person, corporation or body politic receiving any payment pursuant hereto.

Section 2.6. Inspection of Grantor's Records, etc.
Grantor agrees that the Trustee, the Agent, the Holder of any Indebtedness, and their respective representatives shall have the right to inspect any properties belonging to Grantor, including the Mortgaged Property, to examine Grantor's books and records and to discuss its affairs, finances or accounts with Grantor's officers, all at such times and intervals as the Trustee, the Agent, or any such holder may reasonably request.

ARTICLE III

DEFEASANCE

If all of the Indebtedness shall be paid and discharged in full, then, and in that case only, this Mortgage shall become null and void and the interests of Grantor in the Mortgaged Property shall become wholly clear of the lien and encumbrance created hereby, and such lien and encumbrance shall be released and cancelled promptly at the cost of Grantor. The Trustee and the Agent will execute and deliver to Grantor all releases and other instruments reasonably requested by Grantor for the purpose of evidencing the release, cancellation and discharge of the lien and encumbrance created hereunder. Otherwise this Mortgage shall remain and continue in full force and effect.

ARTICLE IV

REMEDIES IN EVENT OF DEFAULT

Section 4.1. Event of Default. In case any one or more of the following events (herein referred to as the "Events of Default" or an "Event of Default") shall occur:

(a) Any installment of principal or interest on any of the Indebtedness shall not be paid within three (3) days after the due date thereof;

(b) Grantor shall fail to perform or observe any covenant or condition (other than that mentioned in paragraph (a) of this Section) contained herein for thirty (30) days after written notice of default has been given to Grantor by the Trustee; or

(c) Any "Event of Default" under the Credit Agreement, shall have occurred,

then, and in any such event, the entire unpaid Indebtedness including interest then accrued thereon may, as in the Credit Agreement provided, be forthwith due and payable, whereupon the same shall become and be forthwith due and payable without presentment, demand for payment, protest, or other notice of any kind, all of which are hereby expressly waived by Grantor.

Section 4.2. Remedies. Upon the occurrence and during the continuance of any Event of Default, the Trustee shall, subject to any mandatory requirements of law then in force and applicable thereto, be entitled, without prior demand or notice, the same being hereby waived by Grantor, and without declaring the entire Indebtedness to be due and payable or after declaring the entire Indebtedness to be due and payable, and without regard to the value of the Mortgaged Property or any part thereof or of any other property covered by any other mortgage or security agreement given as security for the Indebtedness:

(a) To require Grantor by demand made at any time during which such Event of Default shall exist, to surrender possession of the Mortgaged Property to the Trustee, and the Trustee or any person designated by the Trustee shall, if and to the full extent permitted by law, have the right and power, but not the obligation, to enter upon and take possession of all or any portion of the Mortgaged Property and to let, operate, hold, use, administer, manage, control, the same and exercise every power, right and privilege of Grantor and collect all the rents, income, profits and proceeds therefrom which are due, or may become due, and apply the same, after payment of all charges and expenses, on account of the

Indebtedness hereby secured; and all rents, income, profits, and proceeds, together with all the leases and other documents evidencing such rents and income and all deposits held as security thereunder existing at the time of the occurrence of such Event of Default, all interest of Grantor in all premiums for, or dividends upon, any insurance provided for the benefit of Trustee, and all refunds or rebates of taxes and assessments upon the Mortgaged Property, are hereby assigned to Trustee as further security for the payment of the Indebtedness during the continuance of any such Event of Default. At the option of the Trustee such entry and taking possession of the Mortgaged Property shall be accomplished either by actual entry and possession or by written notice served personally upon or sent by mail (in the manner provided in Article VI hereof) to Grantor. Grantor agrees to surrender possession of the Mortgaged Property to the Trustee immediately upon the occurrence of any Event of Default hereunder, and if Grantor remains in possession of all or any part of the Mortgaged Property after any Event of Default, the possession shall be as tenant of the Trustee, and Grantor agrees to pay for each such month of possession in advance upon demand to the Trustee, or to a receiver appointed pursuant to the next succeeding paragraph, a reasonable monthly rental plus one-twelfth (1/12th) of the actual amount of the annual taxes, assessments, water rates, sewer rates and insurance premiums for the twelve (12) months immediately preceding each such month of possession and in default of so doing, Grantor may also be dispossessed by the usual summary proceedings. This covenant shall become effective immediately after the happening of any such Event of Default, whether a foreclosure has been instituted, solely on the determination of the Trustee, who shall give notice of such determination to the Grantor. In case of foreclosure and the appointment of a receiver of the rents, this covenant shall inure to the benefit of such receiver.

(b) To proceed by suit or suits at law or in equity or by any other appropriate proceedings or remedy (i) to enforce payment of the Indebtedness or the performance of any terms hereof or of any other right, (ii) to foreclose this Mortgage and to sell, if permitted by law, or to petition to be sold, as an entirety or in separate lots or parcels, in any order, as determined by the Trustee, the Mortgaged Property pursuant to and under the judgment or decree of court or courts of competent jurisdiction, (iii) to have a receiver appointed, whether such receivership is incident to a proposed sale of the Mortgaged Property or otherwise, with all the rights and powers permitted under the laws of the state in which the Mortgaged Property is located (as a matter of strict right and without regard to the value or occupancy of the Mortgaged Property), and who shall have the power to enter upon and take

possession of the Mortgaged Property, collect rents and profits therefrom and apply the same in accordance with the provisions of this Mortgage or as the court may direct, and Grantor does hereby consent to such appointment and agree not to oppose any application therefor by the Trustee. Upon any such foreclosure sale pursuant to judicial proceedings, the Trustee may, if permitted by law, after allowing the proportion of the total purchase price required to be paid in cash with the costs and expenses of the sale, compensation and other charges in paying the purchase price, apply to the purchase price any portion of or all sums due to the holders of the Indebtedness and any other payments due under this Mortgage or any other mortgage or security agreement given as security for the Indebtedness in lieu of cash.

(c) To institute and maintain such suits and proceedings as it may deem expedient (i) to prevent any impairment of the Mortgage by any acts which may be unlawful or any violation of the Mortgage, (ii) to preserve or protect its interests in the Mortgaged Property and in the income, revenues, rents and profits arising therefrom, and (iii) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or other order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of the Trustee or the holders of the Indebtedness.

(d) To proceed under a power of sale herein granted to foreclose this Mortgage and to sell, if (and where) permitted by law the Mortgaged Property or any part thereof at one or more sales and as an entirety or in parcels, in any order, as the Trustee may elect, at such place or places and otherwise in such manner and upon such notice as may be required by law, or, in the absence of any such requirement, as the Trustee may deem appropriate and to make conveyance to the purchaser or purchasers.

(e) To proceed by a suit or suits in equity or at law for the specific performance or observance of any covenant or agreement of Grantor contained herein, for aid in the execution of any power herein granted and for the enforcement of any other appropriate legal or equitable remedy.

Section 4.3. Manner of Effecting Sales. With respect to any sales pursuant to Section 4.2 hereof, the following shall, subject to any mandatory requirements of law then in force and applicable thereto, be applicable:

(a) Any number of sales may be conducted from time to time, and no sale of any part of the Mortgaged Property not

theretofore lawfully sold shall exhaust such right, but such right shall continue unimpaired until all of the Mortgaged Property shall have been sold and all Indebtedness shall have been paid and discharged in full.

(b) Upon receipt of the sale price in cash, the Trustee is hereby authorized, empowered and directed to make due conveyance to the purchaser or purchasers, by trustee's deed under applicable law, or with general warranty or other covenants as are customary in the states where the Mortgaged Property is located, binding upon Grantor and its successors and assigns of Grantor. Grantor hereby irrevocably appoints the Trustee to be the attorney-in-fact of Grantor and in the name and on behalf of Grantor to execute and deliver any deeds, bills of sale, transfers, conveyances, assignments, assurances and notices which Grantor ought to execute and deliver and do and perform any and all such acts and things which Grantor ought to do and perform under the covenants herein contained and generally to use the name of Grantor in the exercise of all or any of the powers hereby conferred on the Trustee, which appointment shall be deemed to be a power coupled with an interest and shall be irrevocable as long as any part of the Indebtedness remains unpaid.

(c) The receipt of the Trustee or of the officer acting under judicial proceedings shall be a sufficient discharge to the purchaser or purchasers at any such sale for its, his, her or their purchase money, and such purchaser or purchasers and its, his, her or their assigns or personal representatives shall not after paying such purchase money and receiving such receipt of the Trustee or of such officer therefor be obliged to see to the application of such purchase price or be in anywise answerable for any loss, misapplication or non-application thereof.

(d) The recitals contained in any conveyance to any purchaser or purchasers at any such sale shall conclusively establish the truth and accuracy of the matters therein stated, including without limitation, advertisement and conduct of such sale in the manner provided by law and appointment of any successor Trustee(s) hereunder, and all prerequisites to such sale shall be presumed to have been satisfied and performed.

(e) The Trustee or any holder of Indebtedness shall have the right to become the purchaser at any such sale and if so purchasing shall have the right to credit upon the amount of the bid made therefor for the amount payable to the holders of Indebtedness (if the Trustee purchases) or to such holder (if a holder purchases) out of the net proceeds of such sale in accordance with the provisions of Section 4.5 hereof.

(f) Any such sale of all or any portion of the Mortgaged Property may be postponed by public announcement at the time and place of such sale and from time to time thereafter may further be postponed by public announcement made at the time and place of sale fixed by the preceding postponement.

(g) Any such sale shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of Grantor of, in and to the Mortgaged Property sold, and shall be a perpetual bar, both at law and in equity, against Grantor, Grantor's successors, assigns and any or all persons claiming or who shall thereafter claim from, through or under Grantor or Grantor's successor or assigns; nevertheless, Grantor shall, if so requested by the Trustee or the officer acting under judicial proceedings, join in the execution and delivery of all proper conveyances, assignments and transfers of the Mortgaged Property sold.

Section 4.4. Other Remedies. All remedies herein expressly provided for are in addition to any and all other remedies now or hereafter existing at law or in equity, and the Trustee and the Agent shall, in addition to the remedies herein expressly provided for, conferred or reserved, be entitled to exercise all such other remedies as may now or hereafter exist at law or in equity for the collection of the Indebtedness hereby secured and the enforcement of the covenants herein contained and the foreclosure of the lien and encumbrance created hereby, and the resort to any remedy provided for hereunder or provided for by law shall not prevent the concurrent, independent or subsequent employment of any other appropriate remedy or remedies, including inconsistent remedies; and no act of the Trustee or the Agent shall be construed as an election to pursue any one remedy to the exclusion of any others.

Section 4.5. Distribution of Proceeds. All proceeds of sale of the Mortgaged Property pursuant to Sections 4.2 and 4.3 hereof and all other monies received by the Trustee hereunder or in any proceedings for the enforcement hereof, the application of which has not elsewhere herein been specifically provided for, shall be applied as follows:

First, to the payment of all taxes, assessments or liens prior to the lien of this Mortgage, except those subject to which said sale shall have been made, and of all costs and expenses incident to any such sale or receipt or incident to the enforcement of this Mortgage, including but not limited to a reasonable compensation to the Trustee and to the agents, representatives and attorneys of the Trustee;

Second, to the payment, equally and ratably, of the interest and then the principal of the Indebtedness;

Third, to funding the Contingent Liability Account (as such term is defined in the Credit Agreement) to the extent of the Holder's unfunded liability in respect of outstanding Standby Letters of Credit or Existing Letters of Credit; and

Fourth, the remainder, if any, shall be paid to the Grantor or to whomsoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

Section 4.6. Relationship to Other Documents and Rights. The Trustee or any person or persons acting on behalf of all of the holders of the Indebtedness may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of any of the Indebtedness secured hereby, in whole or in part and in such portions and in such order as may seem best in the sole and uncontrolled discretion of such person or such persons, and any such action shall not in anywise be considered as a waiver of the lien or encumbrance created hereby or of any of the rights or benefits hereunder.

Section 4.7. Grantor's Consent and Waiver. To the full extent that it may now or hereafter lawfully so do, Grantor, for itself and all who claim under it, hereby agrees that the Mortgaged Property may be sold at Trustee's option, in parcels or as an entirety and waives the benefit of and agrees that it will not at any time insist upon, plead, claim or take the benefit or advantage of (i) any and all right to have any property of Grantor, including the Mortgaged Property, marshalled upon any foreclosure under this Mortgage or sold in inverse order of alienation and (ii) any appraisal (such appraisal, to the extent permitted by applicable law, being hereby waived, at the option of the Trustee), valuation, stay, extension or redemption law now or hereafter in force, in order to prevent or hinder the enforcement of this Mortgage or the absolute sale of the Mortgaged Property or any part thereof or the possession thereof by any purchaser at any such sale. Moreover, to the full extent that it may now or hereafter lawfully so do, Grantor hereby waives any and all rights of redemption from sale under any foreclosure with respect to the Mortgaged Property.

Section 4.8. Costs of Collection. In the event this Mortgage or the Indebtedness which it secures are placed in the hands of attorneys for collection of any sums payable thereunder, for the enforcement of any of the terms, covenants and conditions thereof, or in connection with any proceedings under the Federal Bankruptcy Code (as amended), Grantor agrees to pay all costs of collection, including reasonable attorneys' fees, incurred by the Trustee, the Agent and the holder of the Indebtedness, whether or not an action or proceedings be instituted, in addition to all costs, disbursements and allowances provided by law. All such

costs as incurred shall be deemed to be secured by this Mortgage and collectible out of the proceeds of this Mortgage in any manner permitted by law or by this Mortgage.

Section 4.9. Action by Others. Any actions required or permitted to be undertaken by the Trustee hereunder may be taken by the Trustee directly or by the agents, representatives or attorneys of the Trustee acting upon the instructions of the Trustee.

ARTICLE V

CONCERNING THE TRUSTEE

Section 5.1 The Term "Trustee". For all purposes of this Mortgage, the term "Trustee" as used herein shall mean, at any time, C. Perry Bascom, or such other person or persons designated under Section 5.4 hereof and then acting as Trustee of such of the Mortgaged Property hereunder.

Section 5.2. Actions of the Trustee. The Trustee hereby confirms acceptance of the trust created under the Mortgage, and agrees to exercise the powers and perform the duties of the Trustee provided for herein in accordance with, and only in accordance with, instructions given from time to time by the Agent.

Section 5.3. Liability of the Trustee. The Trustee covenants faithfully to perform the trust herein created, being liable, however, only for gross negligence or willful misconduct.

Section 5.4. Resignation and Removal; Additional Trustees. The Trustee may resign at any time by a writing to that effect addressed to the Agent. The Trustee may be removed at any time with or without cause by a writing to that effect duly executed by or on behalf of the Agent. The Agent may appoint such successor or additional Trustee or Trustees hereunder as it may from time to time deem appropriate for any purpose or with respect to all or any portion of the Mortgaged Property and, in case of the death, resignation or removal of any Trustee or Trustees, may appoint successor or substitute Trustee(s). Each such appointment shall be made by an instrument complying with any applicable requirements of law or, in the absence of any such requirements, without any formality other than appointment and designation in writing. The Agent shall endeavor to mail written notice of each such appointment and designation to Grantor. The validity of any such appointment, however, shall not be impaired or affected by failure to give such notice or by any defect therein. Such appointment and designation shall be full evidence of the right and authority to make the same and of all facts therein recited, and, upon the making of any such appointment and designation, the Trustee named therein shall, except as otherwise provided in such

written instrument or notice, without further act or deed except recordation of the instrument of appointment to the extent required by law, forthwith become vested with all the estate and title of the Trustee named herein in and to all the Mortgaged Property and succeed to all of the rights, powers, privileges, immunities and duties hereby conferred upon the Trustee named as aforesaid. One such appointment and designation shall not exhaust the right to appoint and designate additional Trustee(s), but such right may be exercised repeatedly as long as any Indebtedness remains outstanding. In the event that there is more than one Trustee hereunder, the act of any one Trustee will bind all of the Trustees.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.1. Power of Attorney. Grantor hereby irrevocably appoints the Trustee to be the attorney-in-fact of Grantor after an Event of Default hereunder and in the name and on behalf of Grantor to execute and deliver any document or instrument which Grantor might execute and deliver and to do and perform any and all such acts and things which Grantor might do and perform and generally to use the name of Grantor in the exercise of all or any of the powers and rights conferred on the Trustee under this Mortgage, which appointment shall be deemed to be a power coupled with an interest and shall be irrevocable as long as any part of the Indebtedness remains unpaid.

Section 6.2. Delay or Omission Not Waiver. All options and rights of election herein provided for the Trustee are continuing, and the failure to exercise any such option or right of election upon a particular default or breach or upon any subsequent default or breach shall not be construed as waiving the right to exercise such option or election at any later date. By the acceptance of payment of any Indebtedness after its due date, the holder thereof shall not be deemed to waive the right either to require prompt payment when due of all other sums secured hereby or to regard as a default the failure to pay any other sums due which are secured hereby. No exercise of the rights and powers herein granted and no delay or omission in the exercise of such rights and powers shall be held to exhaust the same or be construed as a waiver thereof, and every such right and power may be exercised at any time and from time to time.

Section 6.3. Partial Release. No release of any part of the Mortgaged Property shall in any way alter, vary or diminish the force and effect of this Mortgage, or the lien and encumbrance created hereby, on the balance of the Mortgaged Property.

Section 6.4. Notice of Lien Termination under State Law; Notice of Lien or Encumbrance. In the event Grantor shall at any time cause to be delivered to the Agent or the Trustee a notice pursuant to the provisions of any state statute electing to terminate the operation of this Mortgage as security for future advances or future obligations incurred after the date of receipt of such notice, or in the event the Trustee or the Agent shall at any time receive notice of any lien or encumbrance on the Mortgaged Property (other than the liens and security interests created by this Mortgage), then, upon the receipt of any such notice, the Holders of the Indebtedness shall have no further obligation under the Notes, this Mortgage, the Credit Agreement or any of the other documents and instruments referred to therein to advance any loan proceeds or other monies to the makers of the Notes or to issue any Standby Letters of Credit.

Section 6.5. Notices. Any notice herein provided to be mailed to the Grantor, the Trustee or the Agent shall be mailed, first class registered or certified mail postage prepaid, addressed to such party at its address as stated above (and in the case of Grantor, to such address marked to the attention of Apex Oil Company, Chief Financial Officer) or such other address as may be furnished to the other parties hereto in writing, and shall be deemed given on the business day next following the day in which the same was deposited in the United States Post Office.

Section 6.6. Substitution and Subrogation. This Mortgage is made with full substitution and subrogation of the Trustee, its successors and assigns in this trust, in and to all covenants and warranties by others heretofore given or made in respect of the Mortgaged Property or any part thereof.

Section 6.7. Covenants Run with the Land. The terms, provisions, covenants and conditions hereof shall constitute covenants running with the land and interests covered or affected hereby and shall be binding upon the successors and assigns of the parties hereto.

Section 6.8. Continuation of Lien. The Indebtedness and the lien of this Mortgage shall not be deemed extinguished by virtue of the fact that the Notes may, from time to time, not evidence a debt actually outstanding.

Section 6.9. Unenforceable Provisions Severable. If any provision hereof is invalid or unenforceable in any jurisdiction, the other provisions hereof shall remain in full force and effect in such jurisdiction, and the remaining provisions hereof shall be liberally construed in favor of the Trustee in order to effectuate the provisions hereof; and the invalidity of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any such provision in any

(d) all right, title and interest, including the right to receive same, in and to all reversions, remainders, damages, insurance proceeds and payments, condemnation awards and all other payments due and to become due thereunder, including all interest of Grantor as landlord in and to all present and future licenses, leases, subleases, tenancies and occupancies; and

(e) all the estate, right, title and interest, claims, powers, privileges, remedies and demands whatsoever, in law or in equity, which Grantor now has or may hereafter acquire in and to the foregoing, including but not by way of limitation such right, title, estate, and interest as may result from the removal of any charges, encumbrances, restrictions, exceptions, reservations, conditions, limitations, interests and other matters to which any of said properties are or may be subject, and any and all renewals and extensions of any of said properties, rights, titles, interests and estates and all contracts and agreements supplemental to or amendatory of or in substitution for any of the foregoing, and including, but not by way of limitation, all rights of Grantor thereunder to exercise any election or option or to give or receive any notice, consent, waiver or approval or to accept any surrender thereof or any part thereof, together with full power and authority in the name of Grantor or otherwise to demand, receive, enforce, collect or receipt for any or all of the foregoing, to file any claims or to take any action which the Trustee may deem necessary or advisable in connection therewith;

TO HAVE AND TO HOLD the Mortgaged Property, with all rights, appurtenances and privileges thereunto belonging, unto the Trustee, the Trustee's successors and assigns forever, Grantor hereby releasing and waiving all right to retain possession of the Mortgaged Property upon the occurrence of any Event of Default (hereinafter defined) hereunder and, to the extent permitted by law, all right of appraisement, sale and redemption, IN TRUST, however, to secure the payment of the Indebtedness (hereinafter defined) and to secure the performance and payment of the covenants, sums, agreements, and obligations of Grantor under the provisions of this Mortgage.

Without limiting the foregoing, the Grantor hereby grants to the Trustee a security interest in all of the Grantor's now owned and hereafter acquired "fixtures," "equipment" and "general intangibles" (as said quoted terms are defined in or encompassed by the Uniform Commercial Code of the State wherein the Mortgaged Property is located) and the Trustee shall have, in addition to all rights and remedies provided herein, and in any other agreements, commitments and

other jurisdiction. Any reference herein contained to a statute or law of a state in which no part of the Mortgaged Property is situated shall be deemed inapplicable to, and not used in, the interpretation hereof.

Section 6.10. Counterparts. This Mortgage is being executed in several original counterparts, all of which are identical. Each counterpart shall be deemed to be an original for all purposes, and all counterparts shall together constitute but one and the same Mortgage.

Section 6.11. Effect of Headings. The Article and Section headings in this Mortgage are for convenience of reference only and shall not define, limit or have any effect on the interpretation of the terms or provisions hereof.

Section 6.12. Incorporation by Reference. The Credit Agreement and all documents or instruments referred to in this Mortgage are hereby specifically incorporated herein by reference. If subsequent to the date hereof, the Credit Agreement shall be amended or modified, such amendments or modifications shall be deemed immediately incorporated herein by reference without further modification to or amendment of or other confirmation of the continuing effect of this Mortgage, it being agreed that this Mortgage will continue in full force and effect notwithstanding any such amendment or modification, mutatis mutandis.

Section 6.13. Governing Law. This instrument is executed and delivered in the State of Missouri and it and the transaction of which it is a part shall be governed by the laws of the State of Missouri except that the laws of the states in which the respective portions of Mortgaged Property covered hereby is situated shall govern with regard to the title to such property and liens thereon and procedural matters concerning enforcement of such titles or liens.

Section 6.14 Local Law Requirements. Without limiting the generality of the foregoing provision, for purposes of this Mortgage, the provisions contained in Exhibit C are incorporated herein by this reference. To the extent that the provisions contained in Exhibit C conflict with any other provisions in this Mortgage, the provisions of Exhibit C shall control.

IN WITNESS WHEREOF, the parties have caused this Mortgage to be duly executed on and as of the date first above written, and by their execution hereof, Grantor hereby certifies it has

received a true copy of this Mortgage, and the Trustee and the Agent hereby affirm that the consideration recited herein is true and bona fide.

CLARK OIL & REFINING CORPORATION

CORPORATE
SEAL

By Robert G. Reed, III
President

ATTEST:

Michael J. Curran
Michael J. Curran
Asst. Secretary

SIGNED AND DELIVERED
IN THE PRESENCE OF THE
FOLLOWING WITNESSES:

Faye Marie Reat
Cathy Commarito



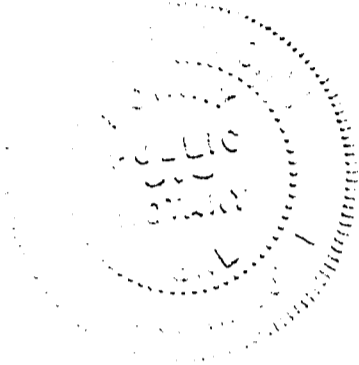
This Instrument
Prepared By:

Linda M. Martinez
Linda M. Martinez, Esq.
Bryan, Cave, McPheeters &
McRoberts
500 North Broadway, Suite 2000
St. Louis, Missouri 63102

State of ~~Indiana~~ Missouri)
County of St. Louis)

SS

Before me KATHY B. CRONIN, this 30th day of August, 1984, personally appeared Clark Oil & Refining Corporation by Robert G. Reed, III and Michael J. Curran, its President and Assistant Secretary respectively, and acknowledged the execution of the foregoing instrument.



Kathy B. Cronin

KATHY B. CRONIN
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 6/27/86
ST. LOUIS COUNTY

EXHIBIT A

LEGAL DESCRIPTION

Lots Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8) and Nine (9) in Block One (1) in Calumet Heights, Addition to the City of Hammond, as per plat thereof, recorded in Plat Book 6, page 31, in the Office of the Recorder of Lake County, Indiana.

Together with all of Grantor's interest in any lease or leases which may now or hereafter encumber the Mortgaged Property or any portion thereof, including but not limited to the Lease between Grantor and Jefferson Standard Life Insurance Company dated July 30, 1954, and any amendments or extensions thereto.

EXHIBIT B

<u>Bank</u>	<u>Amount of Note</u>
Centerre Bank National Association	\$ 30,000,000
The Chase Manhattan Bank (National Association)	125,000,000
Manufacturers Hanover Trust Company	100,000,000
The First National Bank of Boston	40,000,000
AmerTrust Company National Association	30,000,000
Security Pacific National Bank	100,000,000
Continental Illinois National Bank and Trust Company of Chicago	75,000,000
RepublicBank Dallas National Association	50,000,000
First National Bank of Minneapolis	30,000,000
Mercantile Trust Company National Association	30,000,000
Bank of America NT&SA	30,000,000
The First National Bank of Chicago	100,000,000

and such other financial institutions as may from time to time be parties to that certain Revolving Credit Agreement between the above-named banks and Apex Oil Company, Apex Holding Co., Clark Oil & Refining Corporation, and Petroleum Fuel & Terminal Company dated as of September 1, 1982, as now or hereafter amended and/or restated.

Notes in the amounts and to the payees referenced above are in substantially the form attached hereto as part of this Exhibit B.

REVOLVING CREDIT NOTE

\$(Bank's Commitment)

[City of Bank's Location]
September 1, 1982

On October 1, 1987, for value received, the undersigned ("Borrowers") jointly and severally promise to pay to [Name of Bank], or order, at the principal banking office of said Bank or at such other place as the holder hereof may from time to time designate in writing, the principal sum of [Bank's Commitment] Dollars or such lesser amount as may, at the time of maturity of this Note, be evidenced hereby.

The undersigned also jointly and severally agree to pay interest (computed on the basis of the actual number of days elapsed over a year of 365 or 366 days, as the case may be) on the from time to time unpaid principal balance of this Note from the date or dates of disbursements of the principal hereof, prior to maturity, at a rate per year equal to the product of (i) the from time to time publicly announced prime rate of interest of Centerre Bank National Association on short-term commercial loans (the "Prime Rate"), and (ii) 104% (said product being herein referred to as the "Effective Rate"). The Effective Rate shall be adjusted simultaneously without notice or demand with each announced change in the Prime Rate. However, in no event shall the Effective Rate prior to maturity of this Note exceed one percent (1%) per year in excess of the Prime Rate or be less than one-half percent (1/2%) per year in excess of the Prime Rate. Interest on this Note shall be payable quarterly on the first day of each January, April, July and October, commencing January 1, 1983, and at maturity, by acceleration or otherwise.

The undersigned further jointly and severally promise to pay interest on any overdue principal, including amounts accelerated or required to be prepaid, and (to the extent permitted by applicable law) on any overdue interest, from the due date thereof, at a rate per year equal to the greater of (i) one hundred fifteen percent (115%) of the Prime Rate, or (ii) three percent (3%) per year in excess of the Prime Rate, said rate of interest to be adjusted simultaneously, without notice or demand with each announced change in the Prime Rate until the obligations of the undersigned with respect to the payment thereof shall be discharged.

If this Note is not paid when due and is referred to legal counsel for collection (whether or not litigation is commenced) or for representation of the holder in proceedings under the Bankruptcy Code, the undersigned jointly and severally agree to pay, and the holder shall be entitled to recover, the reasonable fees and expenses of such counsel in addition to the full amount due hereon.

This Note is one of the Notes of the undersigned referred to in a certain Revolving Credit Agreement dated as of September 1, 1982, (the "Credit Agreement"). [This Note has been exchanged for prior promissory notes of one or more of the undersigned, as provided for and with the effect described in the Credit Agreement.] This Note is secured as provided in said Credit Agreement by, among other things, liens and security interests granted pursuant to certain Deeds of Trust Mortgages and Security Agreements. Reference is made to the Credit Agreement for rights and obligations as to the prepayment hereof and the acceleration of the maturity hereof. Demand for payment, protest and notice of dishonor are hereby waived by all who are or shall become parties to this Note.

This Note shall be construed and enforced in accordance with and be governed by the laws of the State of Missouri.

APEX OIL COMPANY
APEX HOLDING CO.
CLARK OIL & REFINING CORPORATION
PETROLEUM FUEL & TERMINAL COMPANY

By A. Bryant Foster
A. Bryant Foster

Executive Vice President of Apex
Oil Company, Apex Holding Co.,
Petroleum Fuel & Terminal Company
and Clark Oil & Refining
Corporation

EXHIBIT C
LOCAL LAW REQUIREMENTS

INDIANA

[NONE]

undertakings made by the Grantor to the Agent and holders of the Indebtedness, all of the rights and remedies of a "secured party" under the said Uniform Commercial Code. To the extent permitted under the applicable law, this Mortgage shall be deemed to be a "security agreement" (as defined in the aforesaid Uniform Commercial Code).

ARTICLE I

INDEBTEDNESS SECURED

This Mortgage is made by Grantor, with power of sale to the extent permitted by law, to secure and enforce its indebtedness and its obligations (herein collectively referred to as the "Indebtedness") as described below:

(a) The indebtedness and obligations of Grantor in the aggregate principal amount not to exceed \$770,000,000, or so much thereof as may be outstanding at any time, resulting from present and future advances of monies to Grantor, including without limitation the reborrowing of principal previously prepaid, as evidenced by ten Revolving Credit Notes, which are due and payable with interest on so much thereof as is outstanding at any time to be computed according to the terms set forth therein, and as evidenced by additional Revolving Credit Notes, which shall be due and payable with interest according to substantially the same terms, (all of which present and future Revolving Credit Notes are collectively referred to hereinafter as the "Notes"), the form of said Notes being attached hereto as Exhibit B, and which Notes have been or shall be executed and delivered pursuant to a certain Revolving Credit Agreement dated as of September 1, 1982, as amended and/or restated from time to time (the "Credit Agreement") among Apex Oil Company, Apex Holding Co., Clark Oil & Refining Corporation and Petroleum Fuel & Terminal Company, as borrowers (hereinafter referred to as the "borrowers"), and the holders of said borrowers' indebtedness and obligations thereunder, and Centerre Bank National Association as agent (hereinafter referred to as the "Agent") for such holders and for any future holders of the indebtedness and obligations of Grantor arising under or in connection with the Credit Agreement (sometimes hereinafter referred to as the "Holders"), together with all other indebtedness and obligations of Grantor or the borrowers to the Holders, the Agent or to the Trustee arising pursuant to the provisions of the Credit Agreement, this Mortgage or any agreement given as security under the Credit Agreement, or any Standby Letter of Credit or Existing Letter of Credit (as such terms are defined in the Credit Agreement), the maximum amount of the principal indebtedness and obligations secured hereby and advanced hereunder not to exceed \$100,000,000,000;

(b) Any sums advanced or expenses or costs incurred by the Trustee (or any receiver appointed hereunder) which are made or incurred pursuant to, or permitted by, the terms of this Mortgage (including without limitation advances made with respect to taxes, assessments, insurance premiums or costs incurred for the protection of the Mortgaged Property) or any other agreement given as security under the Credit Agreement (plus interest thereon as herein or therein specified); and

(c) All renewals, extensions and modifications, in whole or in part, of any of the indebtedness and obligations described hereinabove.

ARTICLE II

SPECIAL REPRESENTATIONS, COVENANTS AND AGREEMENTS

Section 2.1. Grantor's Title to the Property. Grantor represents and warrants that it has full power and authority to execute this Mortgage, and that it is the owner of the Mortgaged Property, has good and marketable title thereto, subject only to (a) restrictions, exceptions, encumbrances, easements, covenants, reservations, conditions, limitations, interests and other matters of record on the date hereof, if any, and (b) minor encumbrances or defects in title which do not interfere with the use thereof by Grantor, if any, and (c) other matters which may be set forth or referred to in Exhibit A hereto.

Section 2.2. Covenants of Grantor. Grantor covenants and agrees that, so long as any Indebtedness remains outstanding:

(a) Defend Trustee's Interest in Mortgaged Premises. Grantor covenants and binds itself, its successors and assigns, to warrant and forever defend the Mortgaged Property subject as aforesaid unto the Trustee, Trustee's successors and assigns in this trust, against every person whomsoever claiming or to claim the same or any part hereof.

(b) Taxes. Grantor will cause payments to be made promptly as the same become due (or, as to any thereof which are being contested in good faith and which will not jeopardize Grantor's title to the Mortgaged Property or the lien of this Mortgage, promptly after the final determination of such contest) of all taxes, assessments and governmental charges imposed or assessed with respect to or measured by or charged against or attributable to the Mortgaged Property (or the interest of the Trustee therein).

(c) Correction of Mortgage. Grantor will upon request by the Trustee promptly correct any defect, error or omission which may be discovered in the contents of this Mortgage or in

the execution or acknowledgment hereof and will execute and deliver such further instruments and do such further acts as may be necessary or as may be reasonably requested by the Trustee to carry out more effectively the purposes of this Mortgage, to subject to the lien and encumbrance created hereby any of the properties, rights or interests of Grantor covered or intended to be covered hereby and to perfect and maintain such lien and encumbrance.

(d) Recording. Grantor will promptly and (insofar as not contrary to applicable law) at its own expense (including documentary or mortgage recording taxes, if any) record and rerecord, file and refile and register and reregister this Mortgage and every other instrument in addition or supplemental hereto that may be required by law in order to perfect and maintain the lien and encumbrance created or intended to be created hereby in such manner and places and within such times as may be necessary to perfect and maintain such lien and encumbrance and preserve and protect the rights and remedies of the trustee and will furnish satisfactory evidence of every such recording, filing and registration to the Trustee.

(e) No Amendments to Documents Affecting Mortgaged Property. Grantor will not amend, modify or otherwise revise, or consent to or permit any amendment, modification or other revision of, any document or instrument pertaining to the Mortgaged Property if such amendment, modification or other revision would have a material adverse effect on the value of Grantor's interest in the Mortgaged Property.

(f) No Conveyance of Mortgaged Property. Grantor will not grant, consent to or permit any surrender, abandonment, release, sale, conveyance, transfer, assignment, lease or sublease interest in all or any portion of the Mortgaged Property, except with the prior written consent of the Trustee and except (and to the extent) as expressly authorized and permitted in the Credit Agreement.

(g) Cure Title Defects. If the title to the Mortgaged Property or any part thereof or the lien or encumbrance created hereby shall be attacked, directly or indirectly, or if any legal proceedings are instituted against Grantor, the Trustee or any Holder of the Indebtedness, Grantor will promptly give written notice thereof to the Trustee and at its own cost and expense will exert itself diligently to cure any defect and will take all necessary and proper steps for the protection and defense thereof and will take such action as is reasonably appropriate to the defense of any such legal proceedings, including but not limited to the employment of independent counsel, the prosecution and defense of litigation

and, if approved by the Trustee, the compromise or release and discharge of any adverse claims made. Grantor hereby authorizes the Trustee and the Agent at Grantor's expense, to take all additional steps deemed by the Trustee or the Agent necessary or appropriate for the defense and protection of the title to the Mortgaged Property or any part thereof and the lien and security interest created hereby, including but not limited to the employment of independent counsel, the prosecution and defense of litigation and the compromise or release and discharge of any adverse claims.

(h) Maintain Mortgaged Premises. Grantor will maintain the Mortgaged Property in good and tenantable repair, and will not structurally alter the same to any material degree without the prior written consent of Trustee nor remove or demolish the same in whole or in part, nor (except where appropriate replacements free of superior titles, liens and claims are immediately made of a value at least equal to the value of the buildings or structures being removed) shall any part of the buildings or structures be removed without the prior written consent of the Agent, nor shall Grantor commit or suffer any waste or make any change in the use of the Mortgaged Property which will in any way increase any ordinary fire or other hazard arising out of construction or operation or do or permit to be done thereon anything that may in any way impair the security of this Mortgage. Grantor will do or cause to be done all work necessary to preserve and keep in full repair, working order and efficiency the Mortgaged Property and from time to time will make all the needed and proper repairs, renewals and replacements so that at all times the state and condition of the Mortgaged Property shall be fully preserved and maintained.

(i) Comply with Agreements and Laws. Grantor will promptly pay and discharge all rentals and other payments accruing under, and perform or cause to be performed each and every act, matter or thing required by, each and all of the assignments, deeds, leases, subleases, contracts and agreements now or hereafter affecting Grantor's interests in the Mortgaged Property, and will do all other things necessary to keep unimpaired Grantor's rights with respect thereto and prevent any forfeiture thereof or default thereunder. Grantor will operate the Mortgaged Property, or will cause the Mortgaged Property to be operated in compliance with all applicable contracts and agreements and in compliance with all applicable laws, rules and regulations of every other agency and authority from time to time constituted to regulate the operation of the Mortgaged Property.

(j) Discharge Liens. Grantor will keep Grantor's interest in the Mortgaged Property free and clear of liens,

charges, encumbrances or security interests of every character other than (i) those which are set forth or referred to in Section 2.1 hereinabove and (ii) those which are expressly authorized and permitted in the Credit Agreement and to which the Agent has consented in advance in writing.

(k) Insurance. Grantor will procure and maintain in effect at all times fire and extended coverage (including vandalism and malicious mischief insurance) with respect to the Mortgaged Property and public liability insurance with such insurance companies and in form and amount as are acceptable to and approved by the Trustee on behalf of the holders of the Indebtedness. Said fire and extended coverage insurance shall provide coverage in an amount equal to the full insurable value of said property, or such lesser amount as would be satisfactory to any prudent firm in the same line of business. All such fire and extended coverage insurance policies are assigned to and are to be held by the Trustee, for the benefit of and first payable in case of loss to the Trustee on behalf of the holders of the Indebtedness, and Grantor will deliver to the Trustee such policies, marked "Paid", and new policies as replacement for any expiring policies at least fifteen (15) days before the date of such expiration. All such policies of insurance shall have attached the non-contributory standard mortgagee clause or its equivalent in favor of the Trustee on behalf of the holders of the Indebtedness, with cancellation only upon at least fifteen (15) days' prior written notice to the Trustee. All amounts recoverable under any such policy are hereby assigned to the Trustee and, in the event of a loss, each insurance company concerned is authorized and directed to make payment for such loss directly to the Trustee alone. The Trustee is authorized to adjust and compromise such loss proceeds without the consent of Grantor (but upon giving written notice to Grantor) and to collect, receive and receipt for such proceeds in the name of Grantor and the Trustee, and to endorse Grantor's name upon any check in payment of loss and may, at the election of the Trustee, use such awards or payments in any one or more of the following ways: (i) apply the same or any part thereof to the Indebtedness whether or not then due or payable (and without charge for prepayment), (ii) use the same or any part thereof to replace or restore the Mortgaged Property damaged or destroyed or (iii) release the same to Grantor. This power granted shall be deemed coupled with an interest and shall be irrevocable as long as any part of the Indebtedness remains unpaid. All of the policies of insurance shall be held by the Trustee as additional security and, in the event of a sale of the Mortgaged Property upon foreclosure, all right, title and interest of Grantor in and to such policies of insurance shall pass to the purchaser at such sale and Grantor irrevocably appoints the Trustee as attorney-in-fact of Grantor to assign any policies or proceeds thereof to such purchaser.

(1) Eminent Domain. Grantor hereby assigns to the Trustee, and this Mortgage secures, all awards or payments, including any interest thereon, and the right to receive the same, which may be made with respect to the Mortgaged Property as a result of (a) the exercise of the right of eminent domain by any public or quasi-public authority (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the Mortgaged Property. Grantor agrees to execute and deliver such further instruments as may be requested by the Trustee to confirm this assignment and sufficient for the purpose of assigning all proceeds from such awards or payments. The Trustee is authorized, at its option, to collect and receive such awards or payments to the extent of the Indebtedness from the authority making the same and to give proper receipts therefor, and may, at the election of the Trustee, use such awards or payments in any one or more of the following ways: (i) apply the same or any part thereof to the Indebtedness whether or not then due or payable (and without charge for prepayment), (ii) use the same or any part thereof to replace or restore the Mortgaged Property taken or injured or (iii) release the same to Grantor. The Trustee is authorized, at his option, to appear in and prosecute in his own name any such action or proceeding or, with consent and joinder of Grantor, to make any compromise or settlement in connection with such taking or injury. All reasonable attorneys' fees, costs and disbursements incurred by the Trustee in connection with the collection of such awards or payments shall be payable by Grantor, shall be secured by this Mortgage, and may be first paid from any such award or payment proceeds.

Section 2.3. Leasehold Mortgage Provisions. (The provisions of this Section 2.3 shall not apply to any Mortgaged Property fee title to which is held by Grantor on the date this Mortgage is recorded.)

(a) With respect to each lease of the property described in Exhibit A attached hereto (collectively, the "Lease"), the Grantor hereby warrants and represents as follows: (i) it is in full force and effect, unmodified by any writing or otherwise, except as specifically set forth in Exhibit A, (ii) all rent, additional rent and other charges reserved therein have been paid to the extent they are payable to the date hereof; (iii) the Grantor enjoys the quiet and peaceful possession of the property demised thereby; (iv) the Grantor is not in default under any of the terms thereof and, to the best of its knowledge, there are no circumstances which, with the passage of time or the giving of notice of both, would constitute an event of default thereunder; and (v) to the best of its knowledge the landlord under the Lease is not in default under any of the terms or provisions thereof on the part of the landlord to be observed or performed.

(b) Further, with respect to the Lease, the Grantor covenants and agrees as follows: (i) to promptly and faithfully observe, perform and comply with all the terms, covenants and provisions thereof on its part to be observed, performed and complied with, at the times set forth therein; (ii) not to do, permit, suffer or refrain from doing anything, as a result of which, there could be a default under or breach of any of the terms thereof; (iii) not to cancel, surrender, modify, amend or in any way alter or permit the alteration of any of the terms thereof; (iv) to give the Agent immediate notice of any default by anyone thereunder and to promptly deliver to the Agent copies of each notice of default and all other notices, communications, plans, specifications and other similar instruments received or delivered by the Grantor in connection therewith; (v) to furnish to the Agent such information and evidence as the Agent may reasonably require concerning the Grantor's due observance, performance and compliance with the terms, covenants and provisions thereof; (vi) that any material default of the tenant thereunder shall constitute a default under this Mortgage.

(c) It is hereby agreed that the fee title and the leasehold estate in the property demised by the Lease shall not merge but shall always be kept separate and distinct, notwithstanding the union of said estates in either the landlord thereunder, the Grantor or a third party, whether by purchase or otherwise. If the Grantor acquires the fee title or any other estate, title or interest in the property demised by the Lease, or any part thereof, the lien of this Mortgage shall attach to, cover and be a lien upon such acquired estate, title or interest and same shall thereupon be and become a part of the Mortgaged Property with the same force and effect as if specifically encumbered herein. The Grantor agrees to execute all instruments and documents which the Trustee may reasonably require to ratify, conform and further evidence the Trustee's lien on the acquired estate, title or interest. Furthermore, the Grantor hereby appoints the Trustee its true and lawful attorney-in-fact to execute and deliver all such instruments and documents in the name and on behalf of the Grantor. This power shall be deemed coupled with an interest and shall be irrevocable as long as any part of the Indebtedness remains unpaid.

(d) Notwithstanding anything to the contrary contained herein, this Mortgage shall not constitute an assignment of the Lease within the meaning of any provision thereof prohibiting its assignment and neither the Trustee nor the Agent shall have any liability or obligation thereunder by reason of its acceptance of this Mortgage. The Trustee shall be liable for the obligations of the tenant arising under the Lease for only that period of time which the Trustee is in possession of the Premises or has acquired, by foreclosure or otherwise, and is holding all of the Grantor's right, title and interest therein.