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13 - Indiana-GWD-RET
County Lake
CITGO No. 13-089-006
TSC Loc. No. 30167

LAWYERS TITLE INS. CORP.
7805 2nd WAY
MERRILLVILLE, IND. 46410

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that CITGO Petroleum Corporation, a Delaware corporation, P. O. Box 3758, Tulsa, Oklahoma 74102 (herein called "Grantor"), for and in consideration of the sum of One Dollar to Grantor in hand paid by The Southland Corporation, a Texas corporation, P. O. Box 719, Dallas, Texas 75221 (herein called "Grantee"), the receipt whereof Grantor does hereby acknowledge, and as a dividend from Grantor to its parent company and sole shareholder, Grantee, has granted, bargained, sold, assigned and conveyed, and by these presents does hereby grant, bargain, sell, assign and convey unto the said Grantee, its successors and assigns, the following:

(1) That certain tract or parcel of land located in the county of Lake and state of Indiana, described in Exhibit A hereto,

(2) All buildings, structures, fixtures and improvements attached thereto,

(numbered items (1) and (2) are herein called the "Property")

(3) To the extent assignable, all right, title and interest, if any, of Grantor in and to (a) all easements, rights-of-way, rights and benefits appurtenant to the Property and, if an Exhibit B is attached to this Deed, including (without limitation) the interests described in such Exhibit (such interests described in such Exhibit being herein called the "Appurtenant Interests"), (b) all permits, licenses, contracts, agreements, leases, authorizations, servitudes and other arrangements and interests therein relating to the Property, (c) all streets, easements, rights-of-way, strips, gores and land adjacent or contiguous to the Property, and (d) all tangible personal property, including (without limitation) trade fixtures, signs, and all equipment, machinery and appurtenances attached to or located on the Property at the date hereof.

(numbered item (3) is herein called the "Additional Interests")

The Property and the Additional Interests, if any, are conveyed subject to (a) current taxes and assessments not yet delinquent and taxes and assessments for subsequent years, (b) all ordinances or statutes relating to the Property or the Additional Interests (if any), (c) any condition that an accurate survey or an inspection of the premises might show, (d) any easements, rights-of-way, covenants, restrictions, conditions, mineral interests, reservations and encumbrances, if any, of record in the above county and state or, in the case of security interests to be perfected by filing in the Uniform Commercial Code records of the above state, in the place of filing mandated by the Uniform Commercial Code of such state, and (e) rights of parties in possession, all to the extent the same are valid, enforceable and effect the Property or the Additional Interests (if any).

Grantee, for itself, its successors and assigns, accepts and assumes all terms, conditions, liabilities, obligations and duties of

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
Dec 28 9 36 AM '84
WILLIAM EGGERS, JR.
RECORDER

Key # 26-73-1

Return recorded original to:
The Southland Corporation
Attn: Real Estate Services
P. O. Box 719
Dallas, Texas 75221

**DULY ENTERED
FOR TAXATION**

DEC 26

James O. Quinn
AUDITOR LAKE COUNTY

9.50
by

1971

Grantor relating to the Additional Interests, if any, to the extent the same are assignable to the extent such liabilities, obligations and duties of Grantor relate to or arise out of events occurring or actions taken or not taken after the date hereof.

With respect to any personal property or interests in personal property conveyed hereby, Grantor EXPRESSLY DISCLAIMS AND NEGATES (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS.

TO HAVE AND TO HOLD the Property and the Additional Interests, if any, to Grantee, its successors and assigns, forever.

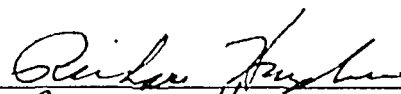
Subject only to the matters expressly set forth above, Grantor hereby binds itself and its successors to warrant and defend all and singular the Property to Grantee, its successors and assigns forever, from and against every person whomsoever lawfully claiming or to claim the same or any part thereof and with full subrogation and substitution in and to all the rights and actions of warranty which Grantor has or may have against all preceding owners and vendors.

Reference is made to the exhibit(s) which is (are) attached hereto and made a part hereof for all purposes.


In witness whereof, the duly authorized officers of Grantor and Grantee have executed, sealed and delivered this instrument on this 31st day of October, 1984.

CITGO PETROLEUM CORPORATION

ATTEST:



RICHARD HAYSLETT
Assistant Secretary


By 

EUGENE PEADER
Vice President

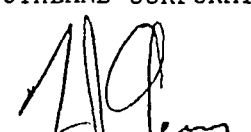
GRANTOR

THE SOUTHLAND CORPORATION

ATTEST:



LON R. WILLIAMS, JR.
Assistant Secretary

By 

FRANK J. GANGI
Vice President

GRANTEE

Attachments:

- Exhibit A: Description of Property
- Exhibit B: Description of Appurtenant Interests, if any

Prepared By:
Bryan F. Smith, Jr.
P. O. Box 719
Dallas, Texas 75221

(Indiana)

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, a Notary Public in and for said county, personally appeared Eugene Pender, Vice President and Richard Houslett, Assistant Secretary of the CITGO PETROLEUM CORPORATION, which executed the foregoing instrument, who acknowledged the seal affixed to said instrument is the corporate seal of said corporation; that they did sign and seal said instrument as such Vice President, and Assistant Secretary, on behalf of said corporation and by authority of this Board of Directors; that said instrument is the free act and deed individually and as such Vice President, and Assistant Secretary, and the free and corporate act and deed of said CITGO PETROLEUM CORPORATION.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal this the 31st day of October, 1984.

Jana W. McCann
Notary Public in and for
Dallas County, Texas
Jana W. McCann
(Typed or Printed Name)

My term of office expires on:
10-14-88

(Indiana)

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, a Notary Public in and for said county, personally appeared Ed Grant Jr., Vice President and Len B. Williams, Assistant Secretary of the THE SOUTHLAND CORPORATION, which executed the foregoing instrument, who acknowledged the seal affixed to said instrument is the corporate seal of said corporation; that they did sign and seal said instrument as such Vice President, and Assistant Secretary, on behalf of said corporation and by authority of this Board of Directors; that said instrument is the free act and deed individually and as such Vice President, and Assistant Secretary, and the free and corporate act and deed of said THE SOUTHLAND CORPORATION.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal this the 31st day of October, 1984.

Jana W. McCann
Notary Public in and for
Dallas County, Texas
Jana W. McCann
(Typed or Printed Name)

My term of office expires on:
10-14-88

13-089-006
30167

EXHIBIT "A"

Lots 1 through 5, inclusive, and the West 18 feet of
Lot 6, Block 4, Industrial Center Subdivision, Town
of Griffith, as shown in Plat Book 17, page 13, Lake
County, Indiana.

SM
SAG/RCL