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LA... CORP.  
7895 BROADWAY  
MERRILLVILLE, IND. 46410

AGREEMENT TO SUBSTITUTE PROPERTIES

THIS AGREEMENT, made as of March 1, 1985 by and between Clark-Owens Oil Corp., an Indiana corporation with offices at 7930 Clayton Road, St. Louis, Missouri 63117, Lessor (The "Lessor") and CLARK OIL & REFINING CORPORATION, a Wisconsin corporation of St. Louis, Missouri, Lessee (the "Lessee").

W I T N E S S E T H:

THAT WHEREAS, a lease made as of December 1, 1970 (the "Lease") was entered into between Lessor and Lessee for the service station premises located at NEC Butterfield & Midwest, Oak Brook, Illinois, (the "Leased Premises"), and more particularly described on Schedule A which is attached hereto and made a part hereof, and

STATE OF INDIANA  
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RUBEN F. POLK  
RECORDER

WHEREAS, the premises have become economically unfeasible to operate and,

WHEREAS, the Lease provides that in such event the Lessee may substitute for the Leased Premises a similar service station property of equal book value, and

WHEREAS, the Lessee desires to exercise such right and substitute for the Leased Premises the service station property located at 1849 Calumet Avenue, Hammond, Indiana, (the "Substituted Property"), more particularly described in the Supplement to Schedule A attached hereto, subject to certain exceptions, if any, set forth in such Supplement; and

WHEREAS, the Lessor is willing to accept the Substituted Property under the terms herein set forth:

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter contained, the parties hereto agree that the lease is hereby amended in the following respects:

- 1. From and after March 1, 1985, the Leased Premises shall forever be released from the terms of the Lease and shall no longer be subject thereto in any respect, including but not limited to the options to extend and/or purchase recited therein.

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Auditor Lake County

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2. Effective March 1, 1985, the Substituted Property shall be substituted for the Leased Premises and be subject to in all respects and be bound by all of the terms and conditions of the Lease, including but not limited to the options recited therein, as if the Substituted Property were originally described therein.
3. The substitution of the property hereinabove provided for shall be subject to and made in accordance with the terms of the Lease.

As amended hereby, the Lease shall remain in full force and effect.

THIS AGREEMENT shall bind and inure to the benefit of the parties mutually and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CLARK-OWENS OIL CORP.

BY: M. R. Burmaster  
M. R. Burmaster, Vice President

BY: Robert W. Ziha, Jr.  
Robert W. Ziha, Secretary

CLARK OIL & REFINING CORPORATION

BY: M. R. Burmaster  
M. R. Burmaster  
Vice President

BY: Robert W. Ziha, Jr.  
Robert W. Ziha, Secretary

## DESCRIPTION OF PROPERTY

Location: NEC Butterfield and  
Midwest  
Oak Brook Terrace  
Illinois

Description: A parcel of land consisting of that part of the East half of the Southwest quarter of Section 22, Township 39 North, Range 11, East of the Third Principal Meridian, bounded and described as follows: Commencing at the intersection of the South line of Section 22 and the West line of the East half of the Southwest quarter of Section 22; thence Northerly along aforesaid West line of the East half of the Southwest quarter of Section 22, a distance of 2,059.97 feet to a point in the South line (extended) of Block 9 of Arthur T. McIntosh and Company's Westlands Unit No. 3; thence Northeasterly along said South line, a distance of 51.23 feet for a place of beginning; thence continuing Northeasterly along said last described line a distance of 339.80 feet to a point in the Northerly line of Butterfield Road; thence Southwesterly along the Northerly line of Butterfield Road, being a curve to the left, and having a radius of 28,690.8 feet, tangent to curve angle of 164 degrees 19 minutes to the right of the prolongation of the last described course, a distance of 322.8 feet to a point; thence Northwesterly along a line at an angle of 61 degrees 06 minutes to the right with the prolongation of the tangent to the curve at the last described point, a distance of 57.05 feet to a point; thence Northerly along a line 50.0 feet Easterly of and parallel with the Westerly line of aforesaid East half of the Southwest quarter of Section 22, which forms an angle of 57 degrees 50 minutes to the right with the prolongation of the last described course, a distance of 50.12 feet to the place of beginning, (excepting from said tract the following described property: Commencing at the intersection of the South line of Section 22 and the West line of the East half of the Southwest quarter of Section 22; thence Northerly along aforesaid West line of the East half of the Southwest quarter of Section 22, a distance of 2,059.97 feet to a point in that South line (extended) of Block 9 of Arthur T. McIntosh and Company's Westlands Unit No. 3; thence Northeasterly, along said South line a distance of 238.23 feet for a place of beginning; thence continuing Northeasterly along said last described line a distance of 152.80 feet to a point in the Northerly line of Butterfield Road; thence Southwesterly along the Northerly line of Butterfield Road, being a curve to the left, and having a radius of 28,690.8 feet, tangent to curve angle of 164 degrees 19 minutes to the right with the prolongation of the last described course a distance of 147.80 feet to a point; thence Northwesterly a distance of 41.20 feet, more or less, to the place of beginning), all in DuPage County, Illinois.

SUPPLEMENT TO SCHEDULE A

*Location:* 1849 Calumet Avenue, Hammond, Indiana

*Description:* Lots 28 and 29, Block 10, Sheffield, in the City of Hammond, as shown in Plat Book 14, Page 6, in Lake County, Indiana.

- Exceptions:*
1. Liens for real property taxes and assessments not due and payable.
  2. Rights of parties in possession under unrecorded lease agreement.
  3. Restriction in Warranty Deed, dated November 16, 1950 and recorded September 17, 1951, made by Whiting Amusement Company, Inc., an Indiana corporation, to Irving L. Lewin and Kenneth J. Lewin, and a Quitclaim Deed, dated December 15, 1950 and recorded September 17, 1951, made by Irving L. Lewin and Phyllis M. Lewin, his wife, and Kenneth J. Lewin and Gwen R. Lewin, his wife, to Lloyd Hurst, which provide:

"The above described premises shall not be used for theatrical and other amusement purposes for a period of 20 years from the date hereof,"

but which restriction does not provide for forfeiture or reversion.

STATE OF MISSOURI )  
 )  
COUNTY OF ST. LOUIS )

SS

I, Faye Marie Peats, a Notary Public in and for the ~~State~~ State aforesaid, DO HEREBY CERTIFY that M. R. Burmaster, Vice President, and Robert W. Ziha, Secretary of Clark-Owens Oil Corp. who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Secretary appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument in writing as to their free and voluntary act and as the free and voluntary act of the said corporation for the uses and purposes therein set forth and caused the corporate seal of said corporation to be thereto affixed.

GIVEN MY HAND AND NOTARIAL SEAL, this 15th day of February 1985.

FAYE MARIE PEATS  
NOTARY PUBLIC, STATE OF MISSOURI  
MY COMMISSION EXPIRES 2/13/88  
ST. LOUIS CITY

Faye Marie Peats  
Notary Public

My Commission Expires: 2-13-88

STATE OF MISSOURI )  
 )  
COUNTY OF ST. LOUIS )

SS

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