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

SUPPLEMENTAL MORTGAGE AND DEED OF TRUST

SUPPLEMENTAL MORTGAGE AND DEED OF TRUST, dated as of March 1, 1985 from Clark-Owens Oil Corp. (the "Company") an Indiana corporation, having its principal office and place of business at 7930 Clayton Road, St. Louis, Missouri to New York Life Insurance Company (the "Mortgagee") a New York corporation, having its principal office and place of business at 51 Madison Avenue, New York, New York 10010.

WHEREAS, the Company has heretofore executed and delivered to the Mortgagee a First Mortgage and Deed of Trust (the "Original Mortgage"), dated as of December 1, 1970, to secure, as provided therein the Company's 10 3/8% Secured Notes, Series C-3, due 1990, in an aggregate principal amount of \$7,000,000 (the "Notes", such term to include the Notes issued originally or in exchange or 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

WHEREAS, the Original Mortgage created a lien on 72 separate service station premises described in Schedule A attached thereto (the "Properties"), and on all of the Company's right, title and interest lessor in and to the lease covering the Properties (the "Lease"), dated as of December 1, 1970 between the Company and Clark Oil & Refining Corporation (the "Lessee"), a Wisconsin Corporation of St. Louis, Missouri; and

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), from the lien of the Original Mortgage, and to substitute for the Released Property the service station premises described in the Supplement to Schedule A attached hereto (the "Substituted Property) and to subject the Substituted Property 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, in lieu of the

STATE OF INDIANA
MAR 25 9 00 AM '85
RUDOLPH POLY
RECORDER

FILED
MAR 22 1985

AUDITOR LOG COUNTY

908 Lev 16.00

Released Property, 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 Mortgagee, in pursuance of the Original Mortgage, and as further agreed between the parties hereto as to the value of the Substituted Property and in consideration of the substitution of security as hereinafter provided, has granted, released quit claimed and set over and by these presents, does grant, release, quit claim and set over unto the Company, the Released Property, together with the hereditaments and appurtenances thereunto belonging, and all the right, title and interest of the said Mortgagee, 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, 1970 between the Company and the Lessee, and that the rest of the lands in the Original Mortgage specified may remain to the Mortgagee.

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.

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 Mortgagee and to its successors and assigns forever, the following property:

(a) the Substituted Property, 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, 1970 as amended 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 Mortgagee and its 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 Mortgagee 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.

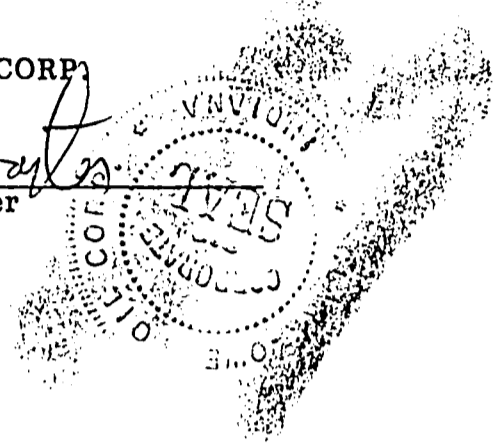
5. Miscellaneous. This Supplemental Mortgage and Deed of Trust shall constitute an instrument supplemental to the Original Mortgage and shall be construed in connection with and as a part thereof. This Supplemental Mortgage and Deed of Trust may be executed in several counterparts, each of which shall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

CLARK-OWENS OIL CORP.


BY:


M. R. Barmaster
Vice President

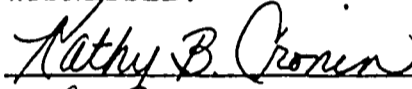
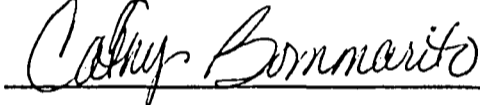


(CORPORATE SEAL)

ATTEST:


Robert W. Ziha, Secretary

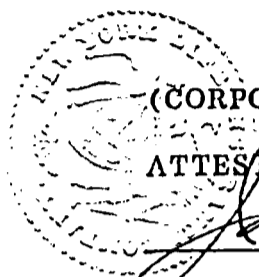
WITNESSED:

IN WITNESS WHEREOF, the Mortgagee have 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.

NEW YORK LIFE INSURANCE COMPANY

BY: Robert P. Campbell



(CORPORATE SEAL)

ATTEST:

John H. Sullivan

WITNESSED:

Marjelle A. Passare
J Douglas Newsome

THIS INSTRUMENT WAS DRAFTED BY:
Attorney Joel F. Graziani
7930 Clayton Road
St. Louis, Missouri 63117

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:

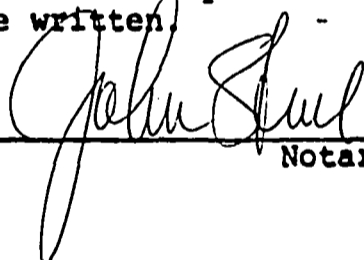
“The above described premises shall not be used for theatrical and other amusement purposes for a period of 20 years from the date hereof,”

but which restriction does not provide for forfeiture or reversion.

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

On this 11th day of MARCH, 1985, before me JOHN STINE, a Notary Public in and for the said County and State, duly commissioned and sworn personally in said County and State appeared ROBERT P. CAMPBELL and JOHN P. SULLIVAN to me personally known and known to me to be ASSISTANT VICE PRESIDENT and ASSISTANT SECRETARY respectively, of NEW YORK LIFE INSURANCE COMPANY, the Mortgagee, 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 ASSISTANT VICE PRESIDENT and ASSISTANT 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 ASSISTANT VICE PRESIDENT and ASSISTANT SECRETARY respectively, who by me being duly sworn, did severally depose, say and acknowledge that they reside at BROOKLYN, NEW YORK and BAYVILLE, NEW YORK, that they are an ASSISTANT VICE PRESIDENT and ASSISTANT SECRETARY respectively, of said corporation and that said corporation executed said instrument as Mortgagee; that they know the seal of said corporation and that said corporation executed said instrument as Mortgagee; 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.

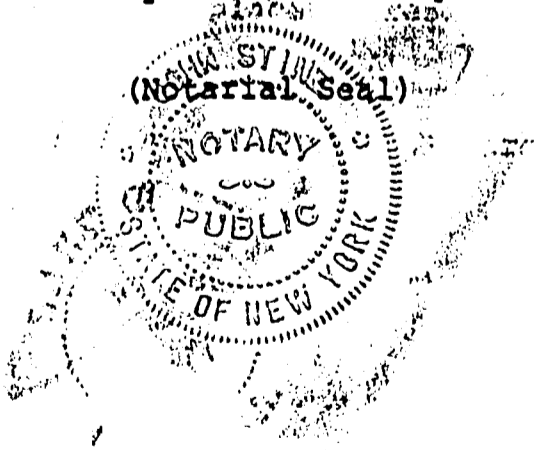


Notary Public

My place of residence is:

My Commission expires:

JOHN STINE
NOTARY PUBLIC, State of New York
No. 4733457
Qualified in Westchester County
Commission Expires March 30, 1986



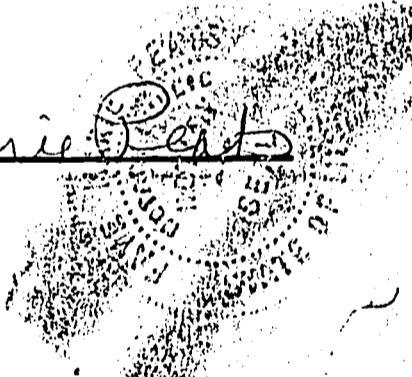
STATE OF MISSOURI)
) RR
COUNTY OF ST. LOUIS)

On this 15th day of February, 1985, before me
Faye Marie Peats, a Notary Public in and for the said
~~County and State~~ State, duly commissioned and sworn, personally in said
County and State appeared M. R. Burnmaster and
Robert W. Ziha, to me personally known and
known to me to be Vice President and Secretary
respectively of CLARK-OWENS OIL CORP. one of
the corporations named in and executing the foregoing instrument,
which instrument includes Schedule X
attached thereto and made a part thereof, and which instrument
was produced to me in said County and State aforesaid by the said
Vice 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
Vice 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 6465 Wydown Boulevard, St. Louis, MO
and 45 Brookmill Lane, St. Louis, Missouri
respectively, that they are the Vice 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.

Faye Marie Peats

Notary Public



My place of residence is: 7082 Bancroft
St. Louis, MO 63109

My Commission Expires: 2-13-88

(Notarial Seal)

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