

36893

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

FULL SATISFACTION OF MORTGAGE
CORNWALL PROPERTIES, INC., SERIES H

809392

This Full Satisfaction of Mortgage dated as of December 11, 1984, from FIDELITY UNION BANK/FIRST NATIONAL STATE, (formerly known as Fidelity Union Bank and formerly known as Fidelity Union Trust Company), a New Jersey corporation having its principal office and place of business at 765 Broad Street, Newark, New Jersey, (the "Corporate Trustee") and L. Patterson (individual trustee), who duly succeeded Shirley M. Reed, who duly succeeded S. A. Clark, as Individual Trustee, having her office at 765 Broad Street, Newark, New Jersey (collectively the "Trustees") to CORNWALL PROPERTIES, INC., a Delaware corporation, having its principal office at 7930 Clayton Road, St. Louis, Missouri 63117 (the "Company"). Recorded December 20, 1967, in Mortgage Record

STATE OF INDIANA
COUNTY OF MISSOURI
RECORDED
9 12 AM '84
RODDOLPH CLAY

Page 124.

W I T N E S S E T H:

WHEREAS, the Company has heretofore executed and delivered to the Trustees a First Mortgage and Deed of Trust, Series H, dated as of November 1, 1967 (the "Original Mortgage"), to secure as provided therein the Company's 6 1/8 % 20 Year First Mortgage Notes, Series H, due November 1, 1988, in an aggregate principal amount not exceeding \$500,000 (the "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; and

WHEREAS, the Original Mortgage originally created a lien on six (6) separate service station premises as described in the Schedule A attached thereto, one of which is described on Schedule X attached hereto; and

WHEREAS, in order to further secure the payment, when and as due and payable, of the principal, premium (if any) and interest on the Notes and 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 of the Original Mortgage, the Company has, by an Assignment of Lease dated as of November 1, 1967, assigned, transferred, conveyed and set over to the Trustees all of the Company's estate, right, title and interest in, to and under a composite lease

LL
1400

dated as of November 1, 1967, from the Company, as Lessor, to Clark Oil & Refining Corporation, a Wisconsin corporation of St. Louis, Missouri, as Lessee, covering the Properties (the "Lease"), together with all rights, powers, privileges, remedies, options and other benefits of the Company, as Lessor, under the Lease; and

WHEREAS, the Trustees have consented in writing to the Assignment of the Lease; and

WHEREAS, the Original Mortgage created a lien on the Company's interest as Lessor in and to the Lease; and

WHEREAS, the Company now desires to obtain the release of the properties from the lien of the Original Mortgage and the Assignment of Lease, and to obtain a reassignment of the Lease to the Company; and

WHEREAS, all of the noteholders have agreed to accept a prepayment of the aforementioned notes in full and have consented to the release of the properties from the lien of the Original Mortgage, and the Assignment of Lease and to a reassignment of the Lease to the Company in consideration of the prepayment.

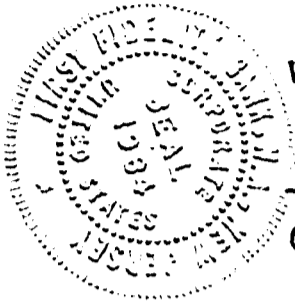
NOW, THEREFORE, THIS FULL SATISFACTION OF MORTGAGE, WITNESSETH, that the Trustees, in pursuance of the Original Mortgage and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have granted, released, quit-claim and set over unto the Company, the properties, together with the hereditaments and appurtenances thereunto belonging, and all the right, title and interest of the said Trustees of, in and to the same, to the intent that the land hereby conveyed may be discharged from the lien of the Original Mortgage, and from the Assignment of Lease and the Trustees further grant, release, quit-claim and reassign all rights in and under the Lease to the Company.

TO HAVE AND TO HOLD, the land and premises hereby released and conveyed to the Company, its successors and assigns, forever free, clear and discharged of and from the Lease dated November 1, 1967, and from all liens and claims of the Trustees under and by virtue of the Original Mortgage dated as of November 1, 1967 and the Assignment of Lease dated as of November 1, 1967.

IN WITNESS WHEREOF, the Trustees have caused this Full Satisfaction of Mortgage, Cornwall Properties, Inc., Series H to be executed and the corporate seal of the Corporate Trustee to be hereunto affixed and attested by its officers thereunto duly authorized as of the day and year first above written.

FIDELITY UNION BANK/FIRST NATIONAL STATE, Corporate Trustee

Witness:



Alfred R. Cook
(Corporate Seal)

By: Kent O. Best
Assistant Vice President

Attest:

Michael Sabatino
Assistant Cashier

L. Patterson
L. Patterson, Individual Trustee

IN WITNESS WHEREOF, the Company has caused this Full Satisfaction of Mortgage, Cornwall Properties, Inc., Series H, to be executed and the corporate seal of the Company to be hereunto affixed and attested by its officers thereunto duly authorized as of the day and year first above written.

CORNWALL PROPERTIES, INC.

Witnessed:

Joel F. Graziani
Joel F. Graziani
(Corporate Seal)

M.R. Burmaster
M.R. Burmaster, Vice President

Attest:

Robert W. Ziha
Robert W. Ziha
Secretary

This Instrument drafted by:

Joel F. Graziani, Esq.
7930 Clayton Road
St. Louis, Missouri 63117

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

On this 4th day of Dec, 1984, before me, Faye Marie Peats, a Notary Public in and for the said State, duly commissioned and sworn, personally in said State, appeared M. R. Burmaster and Robert W. Ziha, to me personally known and known to me to be Vice President and Secretary, respectively of Cornwall Properties, Inc., 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 on their several oaths, in said County and State aforesaid that they reside at 6465 Wydown Boulevard, St. Louis, Missouri, and 45 Brook Mill Lane, Chesterfield, 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; they 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 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

My Commission Expires:

FAYE MARIE PEATS
NOTARY PUBLIC
MY COMMISSION EXPIRES
ST. LOUIS, MO

[Notarial Seal]

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

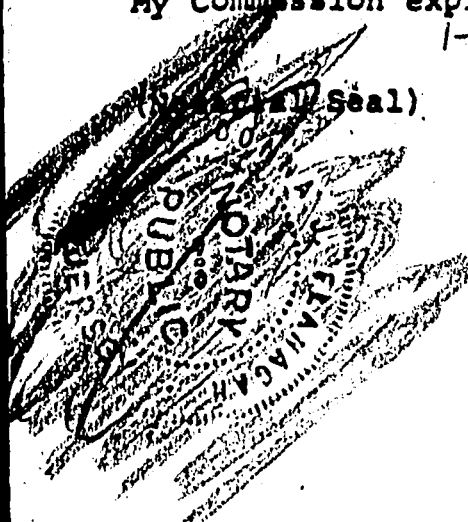
On this 11th day of December, 1984, before me Donna Flanagan, a Notary Public in and for the said County and State, duly commissioned and sworn personally in said County and State appeared Kenneth Benton and Michael Sabatino to me personally known and known to me to be Assistant Vice President and Assistant Cashier respectively, of First Fidelity Bank, the Corporate Trustee, 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 Kenneth Benton and Michael Sabatino, 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 Cashier, respectively, who by me being duly sworn, did severally depose, say and acknowledge that they reside at 49 Fenmore Road Teaneck New Jersey and 283 Farnham Ave. Lodi, N.J. 07644 that they are a Assistant Vice Pres. and Assistant Cashier respectively, of said corporation and that said corporation executed said instrument as Corporate Trustee; that they know the seal of said corporation and that said corporation executed said instrument as Corporate Trustee; that they know the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that they, being informed of the contents of said instrument signed and sealed said instrument and that they executed the same in the name and on behalf of said corporation by order, authority and resolution of its Board of Directors and that they signed their names thereto by like order; that they executed the same as, and said instrument is, their free and voluntary act and deed and the free and voluntary act and deed of said corporation for the consideration, uses and purposes therein set forth and expressed.

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

Donna J. Flanagan
Notary Public

DONNA J. FLANAGAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Jan 18, 1988

My place of residence is:
674 Garden St.
Maywood N.J.
My Commission expires:
1-18-88



SCHEDULE X

Location: U.S. Rt. 41-300 feet North of Schmal Road, St. John's, Indiana

Description: Part of the North half of the South half of the Southwest quarter of the Southwest quarter of Section 28, Township 35 North, Range 9 West of the 2nd P.M., beginning at a point on the East line of Highway 41, 130.2 feet North of the South line of said tract and running thence North on the East right of way line of said highway 170.2 feet; thence East parallel with the South line of said tract 160 feet; thence South 170.2 feet; thence West 160 feet to the place of beginning, 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. Easement granted to Northern Indiana Public Service Company and Illinois Bell Telephone Company by an agreement, dated December 17, 1953, recorded December 22, 1953, in Miscellaneous Record 602, Page 237, in the Recorder's Office, Lake County, Indiana.
 4. Easement granted to Northern Indiana Public Service Company and Illinois Bell Telephone Company by an agreement dated December 11, 1953, recorded December 22, 1953, in Miscellaneous Record 602, Page 239, in the Recorder's Office, Lake County, Indiana.