

Atty. Freeborn Peters
11 So. LaSalle St
Chgo., Ill 60603

91028515

MORTGAGE MODIFICATION AGREEMENT

6

THIS MORTGAGE MODIFICATION AGREEMENT is made as of the 30th day of September, 1990, by and between THE NORTHERN TRUST COMPANY, an Illinois banking corporation, having its principal office at 50 South LaSalle Street, Chicago, Illinois 60675 (the "Lender") and Dhaliwal's Indiana Bulk Stations Two, Inc., an Indiana corporation, having its office at 801 West Ridge Road, Hobart, Indiana 46342 (the "Borrower").

STATE OF INDIANA/S.S.ND.
LAKE COUNTY
FILED FOR RECORD

JUN 11 9 51 AM '90

ROBERT (BOB) FREIBERGER
RECORDER

WITNESSETH:

WHEREAS, the Borrower has executed and delivered to the Lender a Mortgage (the "Mortgage"), dated as of July 27, 1987 and recorded in the office of Recorder of Deeds, county of Lake, state of Indiana, on September 16, 1987 as Document No. 938530, and an Assignment of Rents (the "Assignment") dated as of July 27, 1987, to secure advances made from time to time pursuant to a revolving credit arrangement set forth in a Credit Agreement dated as of July 27, 1987, providing for advances up to \$2,000,000 (the "Credit Agreement"); and

WHEREAS, the Mortgage encumbers the real estate described in Exhibit A attached hereto; and

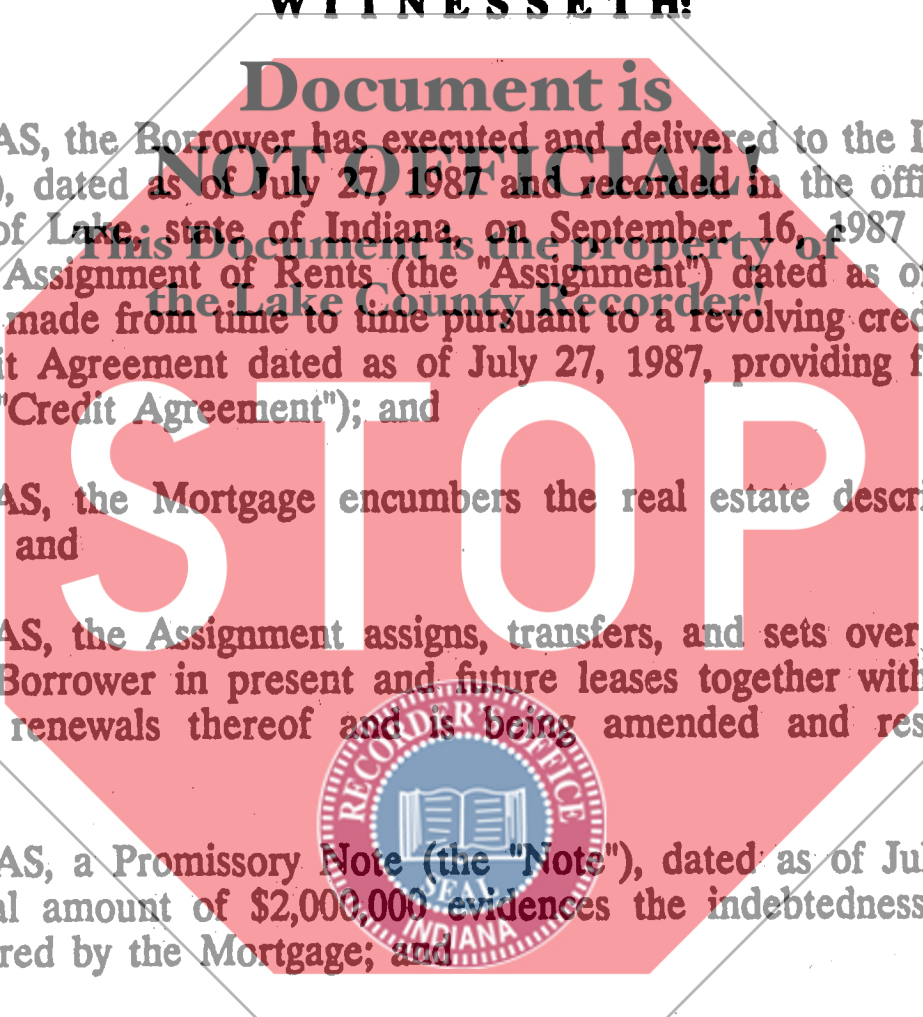
WHEREAS, the Assignment assigns, transfers, and sets over to the Lender all interest of the Borrower in present and future leases together with all modifications, extensions and renewals thereof and is being amended and restated concurrently herewith; and

WHEREAS, a Promissory Note (the "Note"), dated as of July 27, 1987, in the original principal amount of \$2,000,000 evidences the indebtedness under the Credit Agreement secured by the Mortgage; and

WHEREAS, the Borrower has requested that the expiration of the Credit Agreement and the maturity date of the Note be extended to September 30, 1991; and

WHEREAS, the Borrower has delivered to the Lender an Amended and Restated Promissory Note (the "Restated Note"), bearing even date with this Modification Agreement, in the principal amount of \$2,000,000, which evidences the same indebtedness as evidenced by the Note and is delivered in substitution for (but is not to be considered payment of the Note) and extends the maturity date as aforesaid and otherwise modifies the Note; and

WHEREAS, the Borrower and the Lender have entered into an Amended and Restated Credit Agreement (the "Restated Credit Agreement"), bearing even date with



1700

this Modification Agreement, which extends the expiration date of the revolving credit arrangement as aforesaid; and

WHEREAS, the Borrower and the Lender desire to modify the Mortgage to reflect the extension of the expiration date of the revolving credit arrangement in the Restated Credit Agreement and the maturity date and other modifications effected by the Restated Note.

NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto agree as follows:

1. All references in the Mortgage to the Note shall be deemed to refer to the Restated Note (as the same shall be modified, extended or renewed and including substitutions therefor).

2. All references in the Mortgage to the Credit Agreement shall be deemed to refer to the Restated Credit Agreement (as the same shall be modified, extended or renewed and including substitutions therefor).

3. The Mortgage is otherwise hereby ratified and confirmed in all respects and acknowledged to be free of any defense or right of setoff.

4. Paragraph 24 in the Rider to the Mortgage is hereby amended and restated in its entirety:

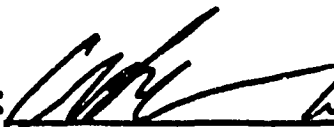
24. This Mortgage is executed as security for a Restated Note issued under a Restated Credit Agreement (the "Restated Credit Agreement") among Mortgagor and others, as borrowers, and Mortgagee, as the lender, wherein Mortgagee is obligated to make advances up to an amount in the aggregate of \$2,000,000 and may, at Mortgagee's option, advance additional funds in order to protect Mortgagee's interest in the security. Such advances may be made through September 30, 1991, or such later date as the Mortgagor and Mortgagee may mutually agree in writing by later amendment to the Restated Note and the Restated Credit Agreement (and any such later amendments extending the expiration date of the Restated Credit Agreement and the maturity date of the Restated Note need not require any further modification to this Mortgage). The Restated Credit Agreement presently requires repayment of all advances and accrued interest on September 30, 1991. Any advances made are to relate back to the date of recording of this Mortgage as provided in Section 15-1302(b)(3) of the Illinois Foreclosure Law or as otherwise might be provided under the laws of the State of Illinois.

IN WITNESS WHEREOF, the undersigned have executed this Modification Agreement as of the day and year first above written.

(Corporate Seal)

THE NORTHERN TRUST COMPANY
an Illinois bank

Attest:

By:  WILLIAM F. MELKA

_____, Secretary

_____, Vice President

**Document is
NOT OFFICIAL!**

(Corporate Seal)

This Document is the property of
the Lake County Recorder, **DHALIWAL'S INDIANA BULK
STATIONS TWO, INC.**
an Indiana corporation

Attest:

By: 

_____, Secretary

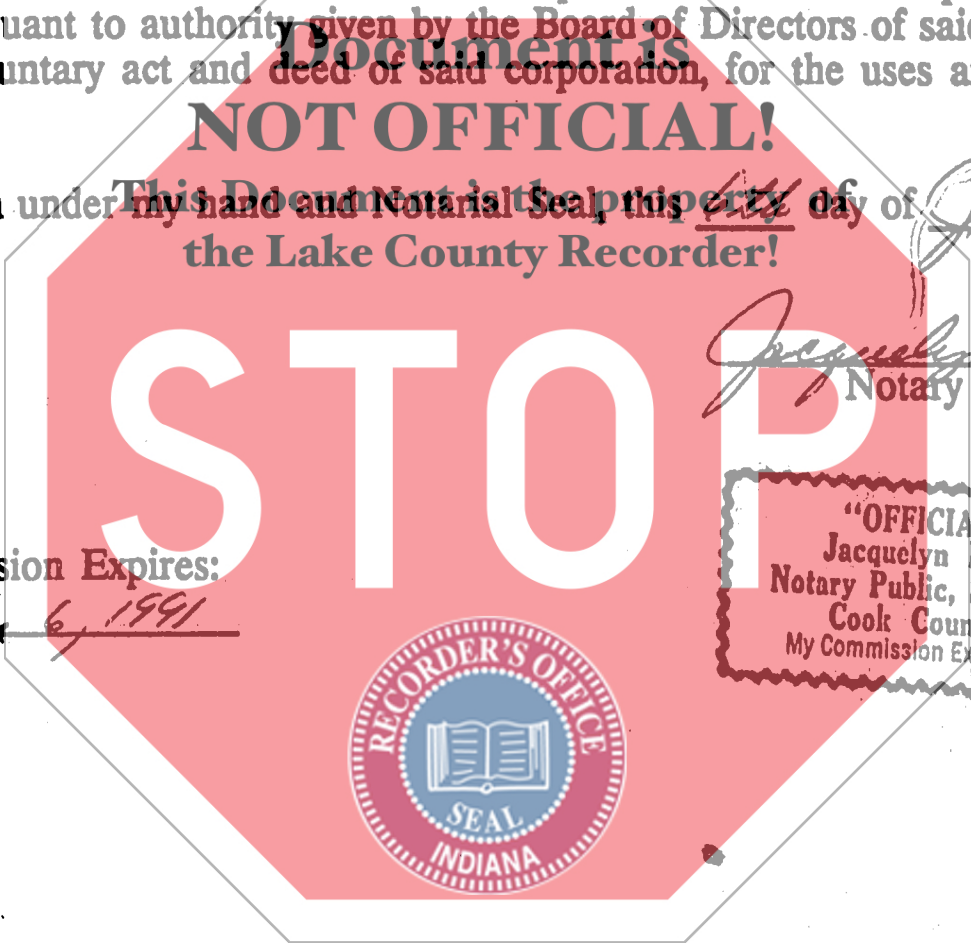
Darshan S. Dhaliwal, President



STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

I, Jacquelyn M. Stupeck a Notary Public, in and for said County, in the State of the aforesaid, DO HEREBY CERTIFY, that Darshan S. Dhaliwal and _____, personally known to me to be the President and Secretary, respectively, of Dhaliwal's Indiana Bulk Stations Two, Inc., an Indiana corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and _____ Secretary they signed and delivered said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under ~~my hand and Notarial Seal~~ this June day of June, 1991.
the Lake County Recorder!



Jacquelyn M. Stupeck
Notary Public

My Commission Expires:
July 6, 1991

"OFFICIAL SEAL"
Jacquelyn M. Stupeck
Notary Public, State of Illinois
Cook County, Illinois
My Commission Expires July 6, 1991

STATE OF ILLINOIS

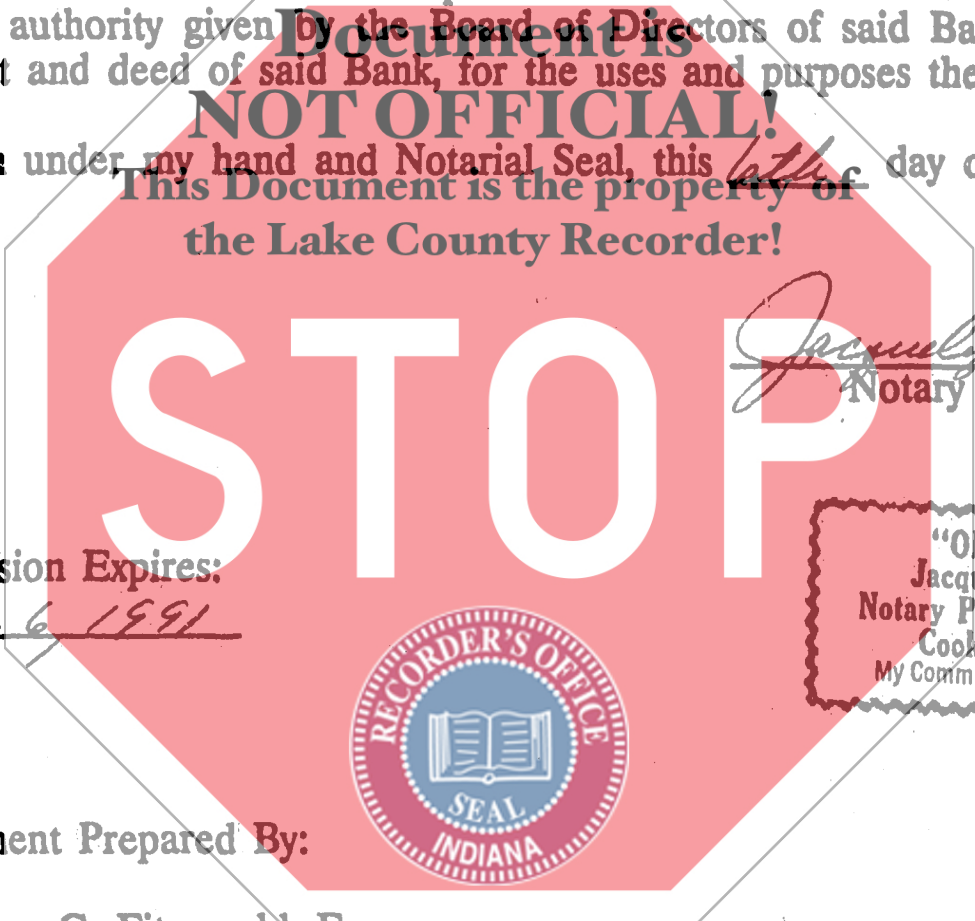
COUNTY OF COOK

)

S.S.

I Jacquelyn M. Stupeck, a Notary Public, in and for said County, in the State of the aforesaid, DO HEREBY CERTIFY, that William X. Melka and _____, personally known to me to be the Vice President and Secretary, respectively, of The Northern Trust Company, an Illinois bank, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President and _____ Secretary, they signed and delivered said instrument and caused the corporate seal of said Bank to be affixed thereto, pursuant to authority given by the Board of Directors of said Bank as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

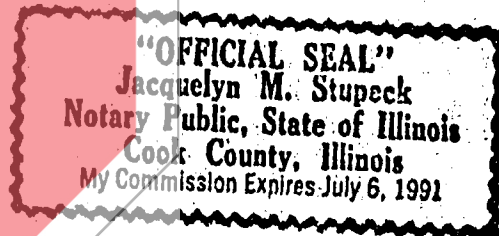
Given under my hand and Notarial Seal, this 6th day of June, 1991.



Jacquelyn M. Stupeck
Notary Public

My Commission Expires:

July 6, 1991



This Instrument Prepared By:

Thomas G. Fitzgerald, Esq.
Freeborn & Peters
11 South LaSalle Street
Suite 1500
Chicago, Illinois 60603

EXHIBIT A

#149 Parcel 4

**Lot 5, except the West 20 feet thereof, and of Lots 1, 2, 3 & 4,
Block 5, Country Club Estates Subdivision, City of Hobart, as shown
in Plat Book 20, page 41, Lake County, Indiana.**

Key No. 17-0084-0001

