atrick A. Schuster, atty

1920 North Main St Crown Point IN 46307

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FILED

AUG 2'F 1998

MEMORANDUM OF CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE

3502: Michigan Avenue New Chicago, IN 46342:

THIS MEMORANDUM is made this 29th day of July, 1993, to preserve and record certain rights of the parties created by a Contract For Conditional Sale of Real Estate, executed July 1993, by and between DANDIWAL PETROLEUM, INC., an Indiana corporation (Seller) and ILLIANA PETROLEUM CORPORATION, an Indiana Corporation (Purchasery, for the following described real estate, to wit:

Lots 1 to 10, bother helus (verity occupant that's Addition to Liverpool Heights, in the Town of New Chicago, as shown in Plat Book 3, page 59, in Lake County, Indiana. The common address of said property is 3502 Michigan Avenue, New Chicago, Indiana.

whereas, the Contract For Conditional Sale of Real Estate provides for the sale and purchase of the above described property by said parties requiring payments on Purchaser to Seller for a term of 96 months, unless paid sooner, commencing August 12 12 3; and

whereas, the Contract for Conditional Sale of Real Estate provides for the sale and purchase by said parties of gazaline inventory and retail sales merchandise located at the property at the time of closing; and

WHEREAS, the parties desire to record the following rights of Seller with respect to Seller's right to mortgage the subject property, to wit:

1200

4.4 Seller's Mortgages.

The Original Seller may, at Original Seller's option and without Original Purchaser's or Purchaser's consent, give new or additional mortgages, or both, or otherwise encumber the Property subsequent to closing, so long as the total sums secured by all such mortgages and encumbrances then existent against the Property do not at any time exceed Ninety per cent (90%) of the balance of the purchase price due under the original Contract For Conditional Sale of Real Estate dated April 12, 1991; provided, however, that the combined monthly installments of principal and interest payable by Original Seller in connection with any such mortgages shall not exceed the amount of Two Thougand Five Hundred Seventy-Six Dollars 94/100 (\$2,576.94) CUAddetionasiy, upon obtaining title to the Property, it may, at its option and without Purchaser's consent give new or additional mortgages, or both, or otherwise encumber the Property subsequent to closing use the retay same secured by all such morbgagas can buencumb maneder then existent against the Property do not at any time exceed Ninety per cent (90%) of the balance of the purchase price herein; provided, however, that the combined monthly installments of principal and interest payable by Seller in connection with any such mortgages shall not exceed the amount of Four Thousand Four Hundred Seventy-Six Dollars & 38/100 (\$4,476.38).

whereas, the parties desire to record the following information concerning security interests in the equipment, fixtures and personal property sold pursuant to said contract, to wit:

The equipment, fixtures, and other personal property sold to Purchaser are subject to a first security interest granted to Original Seller by Original Purchaser and a second security interest granted to Seller.

NOW THEREFORE, in consideration of the foregoing, and of the mutual promises and covenants set forth in said Contract For Conditional Sale of Real Estate, Seller and Purchaser agree to record this Memorandum of Contract evidencing the existence thereof and certain retained rights of the Seller therein.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Contract at Merrillville, Indiana, this 29th day of July, 1993.

SELLER:	PURCHASER:
DANDIWAL PETROLEUM, INC.	ILLIANA PETROLEUM CORP.
By: 7(IACACATAN JIT SINGH) President Document NOT OF	By: Kulmit Winner LAKHMAN Resident President FICIAL!
This Document is the property of	
the Lake Coun	
STATE OF INDIANA COUNTY OF LAKE Before me, a Notary Public in personally appeared Gurcharan Ji Petroleum, Inc., who, after havin the execution of the foregoing Conditional Sale of Real Estate Witness my hand and Notarial 1993.	Memorandum of Contract For
	(PATRICK A SCHUSTER) Notary Public
My commission expires:	My County of residence:
2-1-95	1-le
	्राच्या कर्ता की प्र मान्त्र

STATE OF INDIANA

SS:

COUNTY OF LAKE

2-1-95

Before me, a Notary Public in and for said County and State, personally appeared kulwant Lakhman , President of Illiana Petroleum Corp., who, after having been duly sworn, acknowledged the execution of the foregoing Memorandum of Contract For Conditional Sale of Real Estate.

Witness my hand and Notarial Sear this 29 day of

Document is

My commission expires OT OFFM Countrol residence:

SKHUZIEIE

Notary

This Document is the property of the Lake County Recorder!

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This instrument prepared by:

Patrick A. Schuster, Attorney 1920 N. Main Street Crown Point, IN 46307