

94024756

CONSENT OF SUBORDINATE CREDITOR

APR 4 1994
RECORDED

STATE OF INDIANA
FILED

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This Consent of Subordinate Creditor is executed this 21st day of March, 1994, by CLAYTON POTTER (the "undersigned") in favor of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO ("American"). The undersigned hereby acknowledges and agrees that an additional Five Hundred Thousand (\$500,000.00) Dollars has been or will be advanced to LUKE OIL CO., INC. ("Luke") by American pursuant to a Note Modification and as permitted by the Note entered into by and between Luke and American and dated November 11, 1993 and that the Subordinated Debt, as defined in the Subordination Agreement entered into by and between the undersigned and American and dated November 11, 1993, shall be junior and subordinate to all amounts advanced from time to time by American to Luke (including, but not limited to, the above described advance) and that any and all obligations of Luke to the undersigned are and shall remain junior and subordinate to the obligations of Luke to American. The undersigned acknowledges and agrees that one of the consequences of the above described advance shall be the increase in the amount of the Mortgage of American on the real property commonly known as 10770 Indianapolis Boulevard, Hammond, Indiana ("Premises") to Two Million (\$2,000,000.00) Dollars and the subordination of the interest and rights of the undersigned to same.*

08/21/94

American and the undersigned hereby agree that paragraph 14 of that certain Tenant Estoppel, Subordination and Attornment Certificate executed by the undersigned in favor of American and dated November 11, 1993 related to the lease of the undersigned for a portion of the Premises is modified as follows: (a) by deleting all references therein to "twenty (20) days" and inserting in lieu thereof "one hundred twenty (120) days"; and (b) by deleting the number "\$1,500,000" in subparagraph (a) and inserting in lieu thereof the number "\$2,000,000.00".

In all other respects the said Subordination Agreement and Tenant Estoppel, Subordination and Attornment Certificate shall remain in full force and effect and unchanged.

IN WITNESS WHEREOF, the parties have executed this instrument as of the dates set forth below their respective signatures.

Clayton Potter
CLAYTON POTTER
dated: 3-21-94

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO
BY: Edward F. Milefchik
ITS: Second Vice President
dated: 3/21/94

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Edward F. Milefchik

TICOR TITLE INSURANCE
Crown Point, Indiana

[Handwritten signature]

* The mortgage being subordinated as described on the first page hereof is that Mortgage dated November 11, 1993 and recorded on November 22, 1993 as Document No. 93077827 in the Office of the Recorder of Lake County, Indiana.

The Subordination Agreement being clarified as described on the first page hereof is that Subordination Agreement dated November 11, 1993 and recorded on November 22, 1993 as Document No. 93077828 in the Office of the Recorder of Lake County, Indiana.

Property Location: 10760 and 10770 Indianapolis Boulevard
Hammond, Indiana 46394

Legal Description: Part of Block 5 (now vacated), as marked and laid down on the plat of Roby and Shedd's Addition to Chicago, in the City of Hammond, Indiana, as the same appears as of record in Plat Book 3, page 11, in the Office of the Recorder of Lake County, Indiana; a part of vacated 108th Street in said City; and a part of the Southwest-quarter of Section 36, Township 38 North, Range 10 West of the Second Principal Meridian; all of said parts being bounded and described as follows:

Beginning at the Southwest corner of said quarter-section; thence South 86 degrees 04 minutes 22 seconds East on the South line of said quarter section 433.71 feet to a point which is 433.00 feet Easterly, measured at right angles, from the West line (prolonged) of said quarter section; thence North 0 degrees 38 minutes 31 seconds East parallel with the West line of said quarter section 610.74 feet to the South line of original 108th Street; thence South 89 degrees 23 minutes 18 seconds East on the South line of original 108th Street 5.61 feet to the Northeastern line of a 66-foot road; thence South 74 degrees 17 minutes 43 seconds East on said Northeastern line 431.66 feet to a point of curve; thence Southeasterly on said Northeastern line on a curve to the left having a radius of 268.56 feet a distance of 7.88 feet to the principal point of beginning; thence North 8 degrees 37 minutes 33 seconds West 332.41 feet to a point which is 132.31 feet Southwesterly, measured at right angles, from the original centerline of Indianapolis Boulevard and 142.31 feet Southwesterly, measured at right angles, from the centerline of the existing pavement of said Boulevard; thence South 52 degrees 05 minutes 53 seconds East 215.94 feet; more or less, to the Southwestern line of Indianapolis Boulevard, which Southwestern line is 82.00 feet Southwesterly, measured at right angles, from said original centerline and 92.00 feet Southwesterly, measured at right angles, from the centerline of the existing pavement of said Boulevard; thence South 38 degrees 37 minutes 33 seconds East on the Southwestern line of Indianapolis Boulevard 183.50 feet, more or less, to the Northern line of 66-foot wide relocated 108th Street; thence South 51 degrees 22 minutes 27 seconds West on said Northern line of 108th Street 3.03 feet to a point of curve; thence Westerly on said curve to the right having a radius of 268.56 feet, an arc distance of 246.88 feet to the point of beginning and containing 44,540 square feet or 1.022 acre more or less.

Bearings herein refer to the Indiana Coordinate System, West Zone.