

C482794

6  
17

AMENDMENT TO SUBORDINATION AGREEMENT

THIS AMENDMENT TO SUBORDINATION AGREEMENT dated as of October 30, 1995 by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO ("Bank") and CLAYTON POTTER ("Subordinate Creditor").

WHEREAS, Subordinate Creditor entered into that certain Subordination Agreement dated November 11, 1993 the terms and provisions of which are incorporated herein by this specific reference, and

WHEREAS, Bank is making additional loans to LUKE OIL CO., INC., an Indiana corporation, LUKE TRANSPORT, INC. an Indiana corporation and ONE STOP FOOD MARTS, INC. an Indiana corporation (collectively "Company") in the aggregate amount of Two Million Nine Hundred Thousand and no/100 (\$2,900,000.00) Dollars, said loans to be secured in part by a Mortgage on the Premises (as defined in the Subordination Agreement and is legally described on Exhibit "A" hereto) and

WHEREAS, the parties have agreed to certain amendments to the Subordination Agreement with respect to that Note and Mortgage.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The recitals set forth above are hereby incorporated herein by this specific reference.

2. Modification of Definition. The term "Loan Documents" as used in the Subordination Agreement shall be deemed to be modified by inserting the following language at the end thereof "... and that certain Note, Mortgage and Security Agreement and Assignment Rents and Leases and all other related documents dated as of October 30, 1995 and recorded NOVEMBER 2, 1995 by and between Bank and Company as amended from time to time and renewals, extensions and modifications thereof."

3. Limitation. Notwithstanding any provision of the Subordination Agreement to the contrary, it is expressly agreed that the subordination of the Subordinated Debt to the payment of the Senior Debt shall only apply to \$4,900,000.00 of Senior Debt, it being the agreement of the parties that the position of Bank shall be senior to the position of Subordinate Creditor to the extent of such \$4,900,000.00 and thereafter the position of Subordinate Creditor shall be senior to the position of Bank until Subordinate Creditor is paid in full and thereafter the position of Bank shall once again be senior to that of Subordinate Creditor.

Chicago Title Insurance Company

95067024

95 NOV -2 PM 1:40

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD



\* AS DOCUMENT 95067024

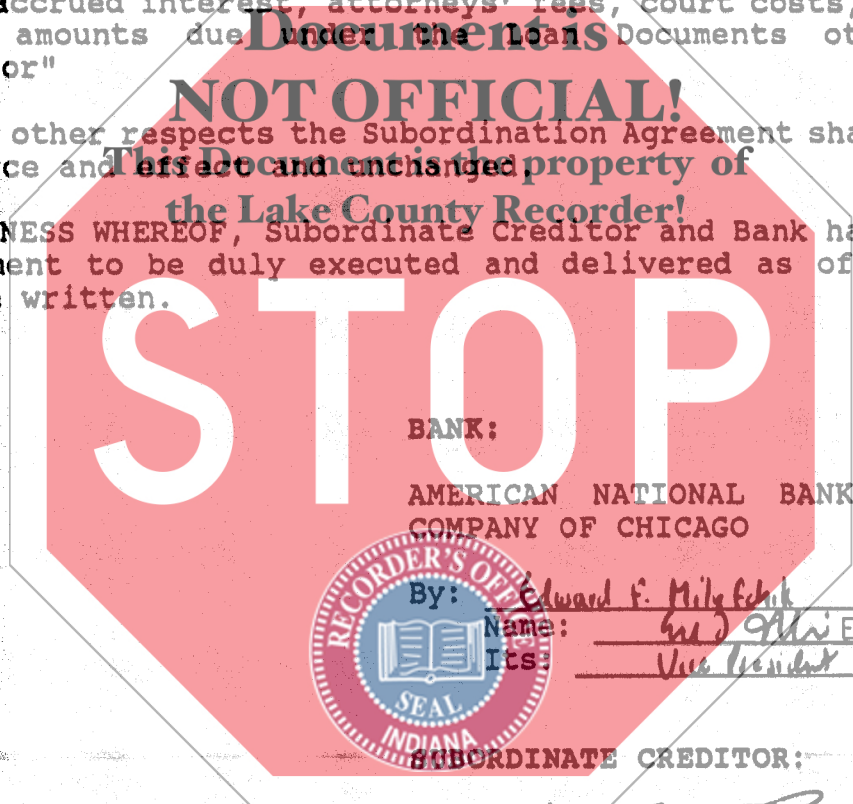
Handwritten initials and date: 11-21-95

4. Estoppel Certificate. In addition the parties hereto agree that paragraph 14 of that certain Tenant Estoppel Subordination and Attornment Certificate executed by Subordinate Creditor in favor of Bank and dated November 11, 1993, as amended from time to time, and related to the lease of Subordinate Creditor for a portion of the Premises is modified and amended by deleting all references contained in said paragraph 14 to "twenty (20) days" and inserting in lieu thereof "one hundred twenty (120) days" and by deleting paragraph (a) thereof in its entirety and inserting in lieu thereof the following:

"(a) Pay to Lender the full amount due from Landlord under or in connection with the Loan Documents provided, however, that such payment shall not exceed Four Million Nine Hundred Thousand and no/100 (\$4,900,000.00) Dollars of principal due thereunder plus all amounts of accrued interest, attorneys' fees, court costs, advances and other amounts due under the Loan Documents other than principal; or"

In all other respects the Subordination Agreement shall remain in full force and effect and unchanged.

IN WITNESS WHEREOF, Subordinate Creditor and Bank have caused this Agreement to be duly executed and delivered as of the date first above written.



BANK:  
AMERICAN NATIONAL BANK & TRUST  
COMPANY OF CHICAGO  
By: Edward F. Milefchik  
Name: EDWARD F. MILEFCHIK  
Its: Vice President

SUBORDINATE CREDITOR:  
Clayton Potter  
Clayton Potter

THIS INSTRUMENT PREPARED BY: STEPHEN M. ALDERMAN  
GARFIELD & MEREL, LTD.  
211 WEST WACKER DRIVE  
CHICAGO IL 60606

STATE OF INDIANA )  
 )SS:  
COUNTY OF LAKE )

ON THIS 30TH DAY OF OCTOBER, 1995, BEFORE ME, SUSAN M. DOWNING, A NOTARY PUBLIC, IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO BY EDWARD F. MILEFCHIK, THE VICE PRESIDENT AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: 4/10/99  
MY COUNTY OF RESIDENCE: LAKE

  
SUSAN M. DOWNING NOTARY PUBLIC

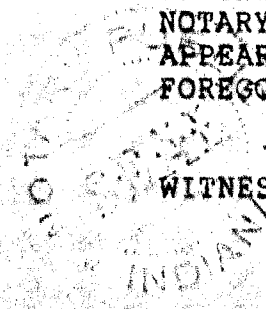
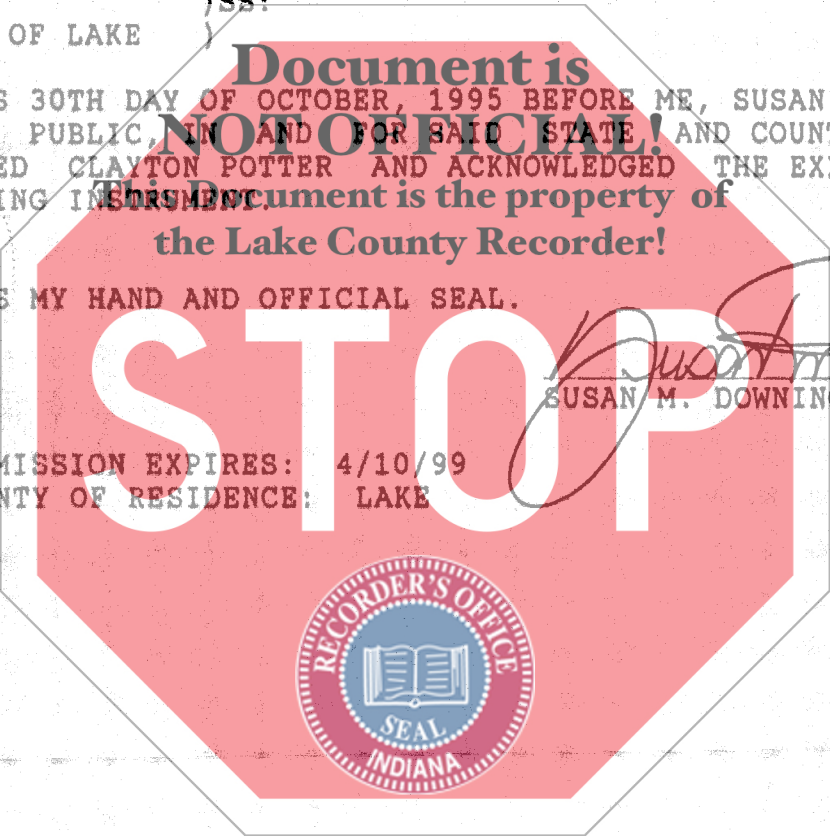
STATE OF INDIANA )  
 )SS:  
COUNTY OF LAKE )

ON THIS 30TH DAY OF OCTOBER, 1995 BEFORE ME, SUSAN M. DOWNING, A NOTARY PUBLIC, IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED CLAYTON POTTER AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: 4/10/99  
MY COUNTY OF RESIDENCE: LAKE

  
SUSAN M. DOWNING NOTARY PUBLIC





• 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 66, 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 122.31 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.