

Arbourn

**RELEASE OF MORTGAGE**

THIS CERTIFIES that a Mortgage executed by NORCO PIPELINE, INC., ("Mortgagor"), an Arkansas Corporation of 280 North College, Suite 500, Fayetteville, County of Washington, State of Arkansas, to BANQUE PARIBAS, ("Mortgagee"), A New York Corporation of 727 Seventh Ave., New York, County of New York, State of New York, on June 17, 1994, secured by property described on Exhibit "A" hereto and recorded as Document No. 94-00124 at Page \_\_\_\_\_ of Book \_\_\_\_\_, in the office of the Recorder of Lake County, State of Indiana, said Mortgage securing the performance by Mortgagor of the covenants and agreements contained in (1) the Mortgage and (2) that certain Continuing Guaranty by Corporation dated June 17, 1994, from Mortgagor, Continental Ozark Trading Co., Cetex Pipeline, Inc., Cetex Crude Oil, Inc., Coz Pipeline Co., Henderson Operating Co., Little Rock Terminaling Co., North Little Rock Terminaling Co., Indianapolis Terminaling Co., Mt. Vernon Terminaling Co., Razorback Terminaling Co., and Bryan Terminaling Co., for the benefit of Mortgagee (the "Guaranty"), and to secure payment of: (i) any and all amounts of any kind now or hereafter owing by Mortgagor under the Guaranty; (ii) the principal of and interest on the indebtedness evidenced by a certain promissory note ("Note"), dated September 15, 1993, executed and delivered by Continental Ozark, Inc. and Spruce Oil Corporation (hereinafter referred to jointly and severally as "Borrower") to Mortgagee in the principal sum as set forth in the Note, and with interest computed on the unpaid balance from time to time at the rate(s) set forth therein, and any other amounts now or hereafter payable to Mortgagee pursuant to the terms and provisions of the Credit Agreement dated as of June 14, 1988, as amended, among Borrower and Mortgagee (such Credit Agreement as so amended and as further amended, modified or supplemented from time to time, the "Credit Agreement") ("Primary Debt"); (iii) all sums advanced and costs and expenses incurred by Mortgagee which are made or incurred pursuant to, or allowed by, the terms of this Mortgage, plus interest thereon, at an interest rate per annum equal to the less of (a) the maximum rate then permitted by Ohio law and (b) the Base Rate (as defined in the Credit Agreement) plus four percent (4%) ("Default Rate") from the date paid or incurred until reimbursement ("Advancements"); (iv) all costs of repossession, collection, disposition and reasonable attorneys' fees incurred by Mortgagee ("Costs"); (v) all other indebtedness, obligations and liabilities of Mortgagor and Borrower (and each of them, if more than one) to Mortgagee, now existing or hereafter arising, whether fixed or contingent, direct or indirect, primary or secondary, joint or several, and regardless of how created or evidenced ("Additional Liabilities"); and (vi) any and all extensions or renewals of any of the foregoing indebtedness ("Extensions"), has been fully paid and satisfied, and the same is hereby released.

Dated this 7<sup>th</sup> day of July, 1995.

Attest: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Secretary

ZALI WIN  
Printed Name: ASSISTANT VICE PRESIDENT (Title)

For: Banque Paribas, Mortgagee  
787 727 Seventh Avenue  
New York, N.Y. 10017

STATE OF NY )  
COUNTY OF NY ) ss:

Personally appeared before me, a Notary Public within and for said County, ZALI WIN, Officer, and \_\_\_\_\_, Secretary of BANQUE PARIBAS, who acknowledged that the seal affixed to the above and foregoing Release is the corporate seal of BANQUE PARIBAS, that they did sign and seal said instrument as an Officer and Secretary of said BANQUE PARIBAS on behalf of BANQUE PARIBAS and by authority of its Board of Directors; and that the same is their voluntary act and deed as such officers, and of said BANQUE PARIBAS, for the uses and purposes mentioned therein.

IN WITNESS WHEREOF, I have subscribed my name and affixed my official seal at New York (City), New York (State), on this the 7<sup>th</sup> day of July, 1995.

ALIDA J. MOORE  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 24-4966845  
QUALIFIED IN KINGS COUNTY  
COMMISSION EXPIRES 5/18/96

Alida J. Moore  
ALIDA J. MOORE  
NOTARY PUBLIC  
Printed Name

My Commission Expires: 5/18/96  
(My Seal)

This instrument prepared by Jennifer May, Attorney at Law.  
Return to: Jennifer J. May, Assistant General Counsel  
280 North College, Suite 500  
Fayetteville, Arkansas 72701

95069929

95 NOV 15 AM 9:51

LAKE COUNTY FILED FOR RECORD

MARGARETTE CLEVELAND  
RECORDER

008700  
007890  
12-00

Exhibit "A"

Parcel of land situated in Lake County, State of Indiana, described as follows:

All of Blocks Twelve (12), Nineteen (19) and Twenty (20), Belt  
Line Subdivision, in the Town of Schererville, as shown in Plat  
Book 2, page 66.

Key #'s

13-0021-0001

13-0029-0001

13-0030-0001

**Document is  
NOT OFFICIAL!**  
This Document is the property of  
the Lake County Recorder!

Address of Property:

R. D. #1, Box 131-D  
Schererville, IN 46375

