

Airborn

**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 06122 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 17th, 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.

95069931

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

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

Zali Win  
Printed Name: ZALI WIN (Title)  
ASSISTANT VICE PRESIDENT

For: Banque Paribas, Mortgage  
727 727 Seventh Avenue  
New York, N.Y. 10011

STATE OF NY  
COUNTY OF NY



95 NOV 15 AM 9:51  
STATE CLERK  
RECORDER

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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 24-498845  
QUALIFIED IN KINGS COUNTY  
COMMISSION EXPIRES MAY '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

(P:RELEASE.IN6/JJM/5-18-95)

CKS# 007890  
008700

12 00 JK

Exhibit "A"

Parcel of land situated in the NE/4 NE/4 Section 9, Township 35 North, Range 9 West of the 2nd Principal Meridian, in the Town of Schererville, Lake County, State of Indiana, described as follows:

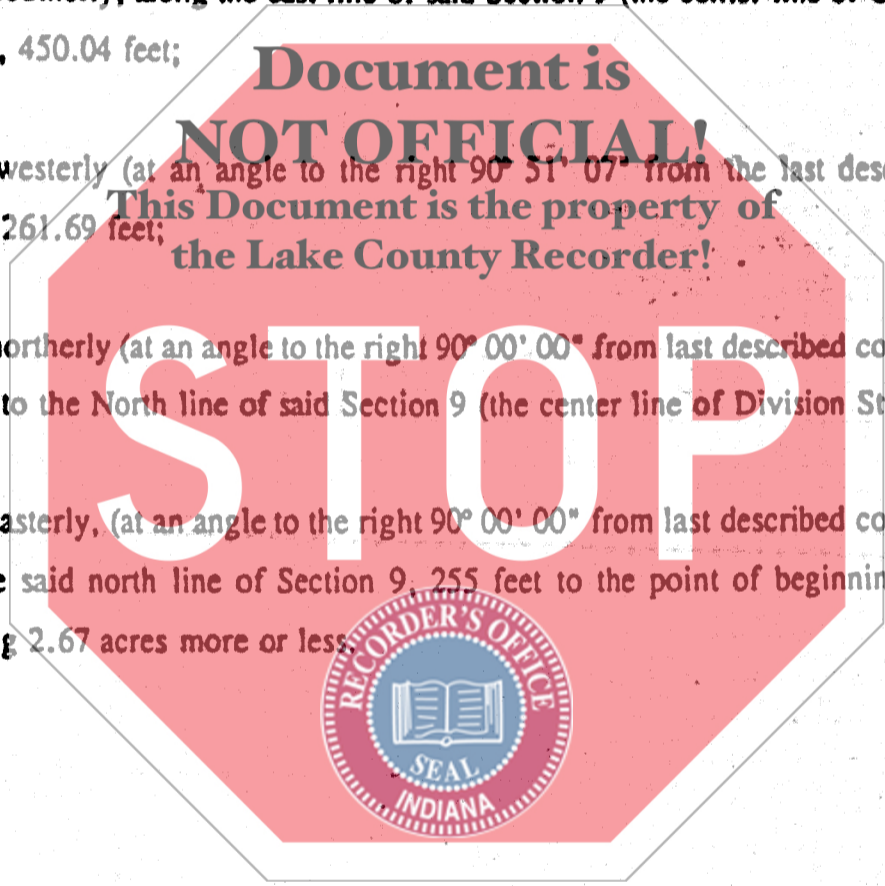
Beginning at a point on the Northeast corner of said Section 9, being also the intersection of the center lines of Division Street and Central Avenue in the Town of Schererville;

Thence southerly, along the east line of said Section 9 (the center line of Central Avenue), 450.04 feet;

Thence westerly (at an angle to the right  $90^{\circ} 51' 07''$  from the last described course), 261.69 feet;

Thence northerly (at an angle to the right  $90^{\circ} 00' 00''$  from last described course), 450 feet to the North line of said Section 9 (the center line of Division Street);

Thence easterly, (at an angle to the right  $90^{\circ} 00' 00''$  from last described course), along the said north line of Section 9, 255 feet to the point of beginning and containing 2.67 acres more or less.



Key No. 13-0004-0010

Address of Property:

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