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EXTENSION OF MORTGAGE AND ASSIGNMENT OF RENTS

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This Extension of Mortgage and Assignment of Rents, dated the 29 day of October, 1997 and effective as of September 30, 1997, by LUKE OIL CO., INC. (hereinafter referred to as "Maker"), and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, (hereinafter referred to as "Lender").

R E C I T A L S:

WHEREAS, Lender is the holder of a three Notes, each dated October 30, 1995, in the original principal amounts of ONE MILLION THREE HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$1,375,000.00), EIGHT HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$825,000.00) and SEVEN HUNDRED THOUSAND DOLLARS (\$700,000.00), executed by Maker, LUKE TRANSPORT, INC. and ONE STOP FOOD MARTS, INC. (hereinafter collectively referred to as the "Notes") as modified by a Note Consolidation and Modification Agreement dated January 15, 1996, consolidating the Notes into one Note ("Note") and, extending the Maturity Date of the Note from January 29, 1996 to December 31, 1996; and

WHEREAS, the Maturity Date of the Note has previously been extended from December 31, 1996 to March 31, 1997 pursuant to a Note Extension Agreement dated December 31, 1997 and further extended to September 30, 1997 pursuant to a Note Extension Agreement effective as of March 31, 1997; and

WHEREAS, Maker has on even date hereof executed a Note Extension Agreement ("Note Extension Agreement") extending the due date of the Note from September 30, 1997 to December 31, 1997; and

WHEREAS, the Note is secured by, among other things, the following "Loan Documents" executed by Maker:

- A. Mortgage and Security Agreement ("Mortgage") dated October 30, 1995 and recorded November 2, 1995 with the Lake County, Indiana Recorder as Document No. 95-066924, on the Real Estate legally described in Exhibit A which is attached hereto and by this reference incorporated herein, hereinafter referred to as the "Premises."
- B. Assignment of Rents and Leases ("Assignment of Rents") dated October 30, 1995 and recorded November 2, 1995, with the Lake County, Indiana Recorder as Document No. 95-066925.
- C. Extension and Modification of Mortgage and Assignment of Rents dated January 15, 1996 and recorded January 19, 1996 with the Lake County Indiana Recorder as Document No. 96004148.

Chicago Title Insurance Company

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- D. Extension of Mortgage and Assignment of Rents dated December 31, 1996 and recorded January 15, 1997 with the Lake County, Indiana Recorder as Document No. 97003406.
- E. Extension of Mortgage and Assignment of Rents dated May 19, 1997 and recorded June 23, 1997 with the Lake County, Indiana Recorder as Document No. 97040479.

The above documents are hereinafter jointly referred to as the "Loan Documents."

NOW, THEREFORE, in consideration of the above set forth recitals and the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The recitals hereinbefore set forth are hereby made a part hereof and incorporated herein as if fully set forth.
2. The term "Note" as used in the Loan Documents shall be deemed to refer to the Notes as modified and consolidated into the Note and as further amended by the Note Extension Agreement
3. The Loan Documents described herein be and are hereby modified to change the maturity dates therein from September 30, 1997 to December 31, 1997, unless sooner due and payable, and that the Loan Documents be and are hereby extended and shall remain in full force and effect through and until all monies due under the Note are paid in full.
4. The parties hereto intend this instrument to operate as an extension of the Loan Documents and do not intend that a new mortgage or assignment of rents be created hereby.
5. Nothing in this Agreement shall change or modify in any manner the conditions and covenants of the Loan Documents, except as specifically stated herein, and such Loan Documents shall otherwise remain in full force and effect and by the execution hereof Maker reaffirms each and all of the representations, warranties, obligations, covenants and agreements of Maker set forth in the Loan Documents.
6. In the event of a conflict or inconsistency between this Agreement and the Loan Documents, the terms herein shall supersede and govern.

IN WITNESS WHEREOF, the parties hereto have executed this Extension of Mortgage and Assignment of Rents Agreement as of the day and year first above written.

LENDER:

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO

By: 

Name: Edward Milefchik
Title: Vice President

MAKER:

LUKE OIL CO., INC.

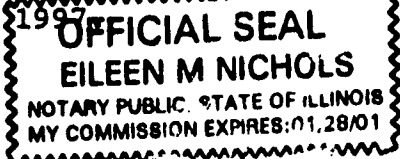
By: 

Name: Thomas Collins
Title: President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, EILEEN M. NICHOLS, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that Edward Milefchik, as VICE PRESIDENT and of American National Bank and Trust Company of Chicago who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29TH day of October, 1997.



Eileen M. Nichols
Notary Public

STATE OF INDIANA)
) SS.
COUNTY OF LAKE)

I, MARIE TURNER, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that Thomas Collins as President of Luke Oil Co., Inc, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth. X

GIVEN under my hand and notarial seal this 29TH day of October, 1997.

Marie Turner
Notary Public

My commission expires:
SEPTEMBER 13, 1998
My county of residence:
PORTER

Tax Key # 37-98-33
37-98-34

PARCEL 1

T. K. Unit # 26

NW corner of # 112th St
F. H. Home
Hammond, Indiana

PART OF THE NORTHEWEST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 10 AND PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, STATE OF INDIANA AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHEWEST QUARTER OF SAID SECTION 1 WITH THE FORMER EAST LINE OF THE INDIANA

EAST-WEST TOLL ROAD, SAID POINT BEING 851.06 FEET EASTERLY (DISTANCE QUOTED FROM DEED RECORD 1102, PAGE 438) FROM THE SOUTHWEST CORNER OF THE NORTHEWEST QUARTER OF SAID SECTION 1; THENCE NORTH 00 DEGREES 38 MINUTES 31 SECONDS EAST ALONG THE FORMER AND PRESENT EAST LINE OF SAID INDIANA EAST-WEST TOLL ROAD A DISTANCE OF 713.27 FEET TO A POINT ON THE CENTERLINE OF 112th STREET, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 00 DEGREES 38 MINUTES 31 SECONDS EAST ALONG THE EAST LINE OF SAID INDIANA EAST-WEST TOLL ROAD A DISTANCE OF 1008.65 FEET TO A POINT; THENCE NORTH 05 DEGREES 23 MINUTES 16 SECONDS EAST ALONG THE EAST LINE OF SAID INDIANA EAST-WEST TOLL ROAD A DISTANCE OF 265.91 FEET TO A POINT; THENCE NORTH 27 DEGREES 48 MINUTES 46 SECONDS EAST ALONG THE EAST LINE OF SAID INDIANA EAST-WEST TOLL ROAD A DISTANCE OF 1158.93 FEET TO A POINT ON THE ORIGINAL CENTERLINE OF INDIANAPOLIS BOULEVARD; THENCE SOUTH 38 DEGREES 37 MINUTES 14 SECONDS EAST ALONG THE ORIGINAL CENTERLINE OF SAID INDIANAPOLIS BOULEVARD A DISTANCE OF 436.40 FEET TO A POINT; THENCE SOUTH 27 DEGREES 48 MINUTES 46 SECONDS WEST PARALLEL WITH AND 400 FEET EAST OF THE EAST LINE OF SAID INDIANA EAST-WEST TOLL ROAD A DISTANCE OF 726.63 FEET TO A POINT ON THE CENTERLINE OF VACATED 110th STREET; THENCE SOUTH 89 DEGREES 18 MINUTES 14 SECONDS EAST ALONG THE CENTERLINE OF SAID VACATED 110th STREET A DISTANCE OF 405.96 FEET TO A POINT ON THE EAST LINE OF THE NORTHEWEST QUARTER OF SAID SECTION 1; THENCE SOUTH 00 DEGREES 33 MINUTES 46 SECONDS WEST ALONG THE EAST LINE OF THE NORTHEWEST QUARTER OF SAID SECTION 1 A DISTANCE OF 965 FEET TO A POINT, SAID POINT BEING 355 FEET NORTH OF THE CENTERLINE OF 112th STREET; THENCE NORTH 89 DEGREES 23 MINUTES 14 SECONDS WEST A DISTANCE OF 168 FEET TO A POINT; THENCE SOUTH 00 DEGREES 33 MINUTES 46 SECONDS WEST A DISTANCE OF 50 FEET TO A POINT; THENCE SOUTH 89 DEGREES 23 MINUTES 14 SECONDS EAST A DISTANCE OF 168 FEET TO A POINT ON THE EAST LINE OF THE NORTHEWEST QUARTER OF SAID SECTION 1; THENCE SOUTH 00 DEGREES 33 MINUTES 46 SECONDS WEST ALONG THE EAST LINE OF THE NORTHEWEST QUARTER OF SAID SECTION 1 A DISTANCE OF 175 FEET TO A POINT; THENCE NORTH 89 DEGREES 23 MINUTES 14 SECONDS WEST A DISTANCE OF 168 FEET TO A POINT; THENCE SOUTH 00 DEGREES 33 MINUTES 46 SECONDS WEST A DISTANCE OF 130 FEET TO A POINT ON THE CENTERLINE OF SAID 112th STREET; THENCE NORTH 89 DEGREES 23 MINUTES 14 SECONDS WEST ALONG THE CENTERLINE OF SAID 112th STREET A DISTANCE OF 735.91 FEET TO THE POINT OF BEGINNING.

PARCEL 2

10760 & 10770
Indianapolis Blvd,
Hammond Indiana

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 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 258.56 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 258.56 feet, an arc distance of 246.88 feet to the point of beginning.