STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

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MORRIS W. CARTER RECORDER

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## FIRST AMENDMENT TO REAL ESTATE MORTGAGE

THIS FIRST AMENDMENT TO REAL ESTATE MORTGAGE is made on the 2nd day of July, 1999 between Bulk Petroleum Corporation, a Delaware corporation ("Mortgagee") whose address is 9653 N. Granville Road, Mequon, Wisconsin 53097, and Shamsher Singh, whose address is 6890 E. 85th Court, Merrillville, Indiana 46410 ("Mortgagor").

## Recitals

- A. Mortgagor has executed and delivered to Mortgagee a Real Estate Mortgage dated October 18, 1997 (the "Mortgage") which was recorded in the Office of the Recorder for Lake County, Indiana on September 24, 1997 as Document No. 97064467.
  - B. The Mortgage covers the following described property (the "Property"):

Lots 1 to 5, both inclusive and the vacated alley 11 South adjoining said Lot 5 on the South, as evidenced in confirmatory resolution No. 9045, recorded July 27, 1957 in Miscellaneous Record 696, Page 171, as Document No. 43020, Block 18, Gary Heights, in the City of Gary, as shown in Plat Book 20, Page 13, in Lake County Indiana.

The address of the property is 1101 Clark Road, Gary, Indiana.

C. Mortgagee has made an additional loans to Mortgagor secured by the Mortgage, and the parties desire to amend the Mortgage to identify these additional loans. The Mortgage, as modified by this Amendment, is referred to as the "Mortgage." Capitalized terms not otherwise defined in this Amendment have the meanings ascribed to them in the Mortgage.

14.00 E.P 10451 104467

## Agreement

In consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows.

- 1. The Obligations secured by the Mortgage include the following:
  - (a) Promissory Note dated September 18, 1997 from Borrower to Lender in the original principal amount of \$200,000.00.
  - (b) Promissory Note dated December 11, 1997 from Borrower to Lender in the original principal amount of \$261,000.00.
  - (c) Promissory Note dated July 2, 1999 from Borrower to Lender in the Toriginal principal amount of \$150,000.00.
- 2. Ratification. All of the terms, provisions and conditions of the Mortgage, as amended herein, and its priority remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the day and year first above written.

BULK PETROLEUMCORPORATION

By: Darshan S. Dhaliwal, President

William Kie Chillian

Shamsher Sing

STATE OF WISCONSIN )

) SS

COUNTY OF OZAUKEE )

The foregoing instrument was acknowledged before of Buly 2, 169% by Darshan S. Dhaliwal, as President of Bulk Petroleum Corporation.

Notary Public, State of Wisconsin

My commission: (a)

STATE OF WISCONSIN )
) SS
COUNTY OF OZAUKEE )

The foregoing instrument was acknowledged Singh.

PUBLIC STORY OF THE PUBLIC

S, 1999 by Shamsher

Notary Public, State of Wisconsin My commission: 6/202002

## Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

This instrument was drafted by and should be returned to:

Thomas P. Shannon Fox, O'Neill & Shannon, S.C. 622 N. Water St., Suite 500 Milwaukee, WI 53202

