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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2003 110492

2003

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MORRIS W. CARTER  
RECORDER

**ASSIGNMENT OF MORTGAGE,  
ASSIGNMENT OF LEASES AND  
RENTS, SECURITY AGREEMENT,  
FINANCING STATEMENT  
AND FIXTURE FILING**

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This ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, FINANCING STATEMENT AND FIXTURE FILING, dated as of August 28, 2003 (this "*Assignment*") made between BANK OF AMERICA, N.A. (formerly known as Bank of America National Trust and Savings Association), a national banking association having an address at 1445 Market Street, 12<sup>th</sup> Floor, San Francisco, California 94103, as Collateral Agent for the benefit of the Secured Creditors under the Intercreditor Agreement (as modified, amended, supplemented and assigned) (the "*Assignor*") and WACHOVIA BANK, NATIONAL ASSOCIATION, having an address at 301 South College Street, 5<sup>th</sup> Floor, NC-0760, DC-05 Charlotte, NC 28288-0760, as successor collateral agent for the benefit of the Secured Creditors under the Intercreditor Agreement (as modified, amended, supplemented and assigned) (the "*Assignee*"). All capitalized terms used herein and not separately defined in the body of this Assignment shall have the meanings provided in the Mortgage (as hereinafter defined).

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**WITNESSETH:**  
the Lake County Recorder!

WHEREAS, the Assignor is the holder of the Mortgage, Assignment of Leases and Rents, Security Agreement, Financing Statement and Fixture Filing, effective as of April 19, 1995, from AmeriGas Propane, L.P., a Delaware limited partnership ("*Mortgagor*") in favor of Assignor and recorded on May 26, 1995 as Instrument 95 030027 in the real estate records of Lake County, Indiana (as amended, supplemented, assigned and in effect from time to time, the "*Mortgage*");

WHEREAS, the Mortgage encumbers, among other things, the real property described in Exhibit A attached hereto;

WHEREAS, Mortgagor, AmeriGas Propane, Inc., Petrolane Incorporated, Assignor and the other financial institutions party thereto executed and delivered that certain Second Amended and Restated Credit Agreement dated as of August 22, 2002 (as amended, supplemented and in effect from time to time, the "*Existing Credit Agreement*");

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WHEREAS, the Existing Credit Agreement is being terminated as of the date hereof;

WHEREAS, Mortgagor, AmeriGas Propane, Inc., Petrolane Incorporated, Assignee and the other financial institutions party thereto executed and delivered that certain Credit Agreement dated as of the date hereof (the "*New Credit Agreement*");

WHEREAS, the New Credit Agreement constitutes Parity Debt Obligations which are among the Obligations already secured by the Mortgage;

WHEREAS, Assignor, effective as of the date hereof, is resigning as collateral agent pursuant to Section 12 of the Intercreditor Agreement;

WHEREAS, either the Secured Creditors or Mortgagor, effective as of the date hereof, is appointing Assignee as successor Collateral Agent or interim Collateral Agent (both as defined in the Intercreditor Agreement), as applicable, pursuant to Section 12 of the Intercreditor Agreement; and

WHEREAS, pursuant to the terms of the Mortgage, Assignor has provided notice to Mortgagor that the notice address of Mortgagee, as stated in the Mortgage, has been changed to WACHOVIA BANK, NATIONAL ASSOCIATION, having an address at 301 South College Street, 5<sup>th</sup> Floor, NC-0760, DC-05 Charlotte, NC 28288-0760, Attention: Agency Management.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor and the Assignee, Assignor hereby assigns to Assignee the Mortgage, together with the notes or obligations described in or secured by the Mortgage, without representation or warranty and upon the express condition, understanding and agreement that this Assignment is made without recourse to Assignor or by any successor to the interest of Assignor in the Mortgage.

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**(Signature Page to Follow)**



Indiana

IN WITNESS WHEREOF, the Assignee has caused this Assignment of Mortgage, Assignment of Leases and Rents, Security Agreement, Financing Statement and Fixture Filing to be duly executed as of the 28<sup>th</sup> day of August, 2003.

BANK OF AMERICA, N.A. (formerly known as Bank of America National Trust and Savings Association), as Collateral Agent

By: Mary Edwards  
Name: Mary Edwards  
Title: Assistant Vice President

STATE OF NORTH CAROLINA )  
 ) : ss.  
COUNTY OF MECKLENBURG )

On this 28<sup>th</sup> day of August, 2003, personally appeared before me Mary Edwards, to me known (or proved to me on the basis of satisfactory evidence) to be the Assistant Vice President of BANK OF AMERICA, N.A. (formerly known as Bank of America National Trust and Savings Association), as Collateral Agent, that executed the within and foregoing instrument, and acknowledged that said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument, and that by his/her signature on the instrument the entity upon behalf of which he/she acted, executed the instrument.

This Document is the property of  
the Lake County Recorder's Office

Frances M. Parker  
Notary Public

My commission expires: 5/8/2007 Frances M. Parker

[SEAL]

THIS INSTRUMENT WAS PREPARED BY:

James A. L. Daniel, Jr., Esq.  
Parker Poe Adams & Bernstein L.L.P.  
Three Wachovia Center  
401 South Tryon Street, Suite 3000  
Charlotte, North Carolina 28202



PETROLANE INDIANA  
PROPERTY NO. P0183  
LAKE COUNTY  
1023-1/2 EAST SUMMIT STREET  
CROWN POINT, IN

**EXHIBIT A**

**PARCEL 1**

THE EAST 175 FEET OF THE WEST 1313.25 FEET OF THAT PART OF THE  
NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4)  
OF SECTION 4, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE 2ND  
PRINCIPAL MERIDIAN LYING NORTH OF THE CHICAGO AND ERIE RAILROAD,  
CONTAINING 3.61 ACRES, MORE OR LESS.



PETROLANE INDIANA  
PROPERTY NO. P0184  
LAKE COUNTY  
7545 WEST CHICAGO AVENUE  
GARY, IN

PARCEL 2

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF INDIANA STATE HIGHWAY NUMBER 912, SAID POINT OF BEGINNING BEING S 89 DEG. 00' 36" E 383.58 FEET THEN N 0 DEG. 10' 18" H 822.26 FEET FROM A BRASS MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION TWENTY-SIX (26), TOWNSHIP THIRTY-SEVEN (37) NORTH, RANGE NINE (9) WEST OF THE SECOND PRINCIPAL MERIDIAN AND RUNNING THENCE NORTH ALONG SAID EAST RIGHT-OF-WAY N 0 DEG. 10' 18" H 601.32 FEET; THENCE ALONG SAID EAST RIGHT-OF-WAY N 62 DEG. 08' 14" E 241.7 FEET TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF CHICAGO AVENUE; THENCE EAST ALONG SAID RIGHT-OF-WAY S 88 DEG. 27' 48" E 406.91 FEET; THENCE S 1 DEG. 32' 12" H 719.7 FEET; THENCE N 88 DEG. 27' 48" H 599.56 FEET TO THE POINT OF BEGINNING, CONTAINING 9.792 ACRES, MORE OR LESS, ALL IN THE CITY OF GARY. SAID 9.792 ACRE TRACT BEING SUBJECT TO A 150 FOOT WIDE NIPSCO EASEMENT ALONG THE WEST SIDE.

