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MICHAEL W. EDWARDS
RECORDER

REAL ESTATE MORTGAGE
SECURITY AGREEMENT
AND
ASSIGNMENT OF LEASES
AND FIXTURE FILING

THIS INDENTURE WITNESSES, that JT PETROLEUM, INC., an Indiana corporation having a mailing address of 5680 Indianapolis Blvd., East Chicago, Indiana 46312, Indiana (hereinafter referred to as "Mortgagor"), mortgages, warrants, grants, conveys and assigns to BUTLER CAPITAL CORPORATION, a Maryland corporation its principal banking offices at 10944 A Beaver Dam Road, Hunt Valley, Maryland 21030 (hereinafter referred to as "Lender"), and transfers and grants to Lender a security interest in, the following properties, rights and interests and all replacements or substitutions for, and additions thereto: (a) the real estate located in Lake County, Indiana that is more particularly described in Exhibit "A" attached hereto and by reference made a part hereof (hereinafter referred to as the "Real Estate"); together with (i) all the present and future estates, interests and rights of Mortgagor in and to the Real Estate and in and to lands lying in streets, alleys and roads adjoining the Real Estate, (ii) all buildings, structures and fixtures (including but not limited to all lighting fixtures and mechanical equipment) now or hereafter erected or placed in or upon the Real Estate or now or hereafter attached to or used in connection with the Real Estate to the extent such items may be considered part of the Real Estate under applicable law, (iii) all tenements, hereditaments, easements, appurtenances and other rights and privileges thereunto now or hereafter attaching and belonging, or in any way appertaining, (iv) all rents, issues, profits, income, cash, proceeds, accounts, accounts receivable, instruments, letter of credit rights, insurance proceeds, deposit and other accounts, contract rights and general intangibles arising thereof or therefrom, including but not limited to the rents, income and profits arising from the operation of any business and all fees, charges, accounts or other payments for the use or occupancy of rooms and other public facilities in any hotel, motel, or other lodging properties located on the Real Estate (funds obtained as such rents, income, profits, fees, charges, accounts or other payments and held in any reserve, account or credit balance shall retain the character of such rents, income, profits, fees, charges, accounts or other payments), and (v) all interests, estates or other rights and claims, arising in law or in equity, which Mortgagor now has or may hereafter acquire in any of the foregoing, including without limitation any greater estate Mortgagor may hereafter acquire in the Real Estate (hereinafter collectively referred to as the "Mortgaged Premises"), (b) all right, title and interest of Mortgagor in and to all of the leases of any portion or all of the Mortgaged Premises now or hereafter existing (hereinafter collectively referred to as the "Mortgaged Premises Leases") together with any and all present and future

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→ Butler Capital P.O. Box 4077 Hunt Valley, MD 21030

guaranties of the performance of any lessee under any of the Mortgaged Premises Leases, and (c) all monies, deposit accounts, furniture, equipment, inventory, fixtures, accounts, accounts receivable, chattel paper, documents, investment property, trademarks and all trade name agreements, logos, licenses, instruments, contract rights, insurance proceeds, commercial tort claims, franchise agreements, software, letter of credit rights, and general intangibles (including payment intangibles) in which Mortgagor now or hereafter has an interest and which are located upon, used in connection with, related to or arising out of the Mortgaged Premises, and all additions and accessions to, replacements and substitutions for, products of and proceeds from any of the foregoing (hereinafter collectively referred to as the "Chattel Property

MORTGAGOR HEREBY COVENANTS AND AGREES:

1. The Indebtedness and Obligations Secured. This Mortgage is given as security for the performance and observance of the covenants and agreements contained herein and in any other agreement executed by Mortgagor to Lender in connection with the indebtedness secured hereby and to secure the payment when due of all present and future indebtedness and obligations of Mortgagor to Lender, individually or with others, in accordance with the terms and conditions of such indebtedness and obligations, whether direct or indirect, absolute or contingent and whether evidenced by promissory notes, agreements, checks, drafts, letters of credit, bills, overdrafts, open accounts or otherwise, including but not limited to the principal of, interest on and other sums from time to time owing in connection with any present or future indebtedness and obligations of Mortgagor to Lender and the indebtedness evidenced by or arising in connection with the following:

- a. certain Equipment Lease Agreements executed by Mortgagor and dated 9/19/2005 having account numbers L58871 and L59120, in the principal sum of Two Hundred Thousand Dollars (\$200,000.00) and One Hundred Twenty-Five Thousand Dollars (\$125,000.00) respectively, for an aggregate indebtedness of Three Hundred Twenty Five Thousand Dollars (\$325,000.00) or any renewal thereof (such leases, and/or any direct or remote renewal, extension, modification, amendment, restatement or replacement of such leases, as may be from time to time modified or amended, is hereinafter referred to as the "Equipment Leases"), including interest or charges therein, due and payable on or before 12/15/2011, or as from time to time renewed or extended, at the principal offices of Lender in Hunt Valley, Maryland, or at such place as the holder hereof may from time to time designate by notice in writing to Mortgagor;
- b. any and all extensions, renewals, increases, modifications, amendments, restatements and replacements of any of the foregoing.

In addition to any other indebtedness and obligations secured by this Mortgage, this Mortgage secures any and all future advances, together with any interest thereon, which are made by Lender, or at Lender's option, to or for the benefit of Mortgagor up to a maximum principal amount outstanding at any point in time of Six Hundred Fifty Thousand and 00/100 Dollars (\$650,000.00), such maximum principal amount is stated herein for the purpose of any applicable future advance laws and is not deemed a commitment by Lender to make any future advances.

2. General Representations and Warranties. Mortgagor covenants, warrants and represents that (a) Mortgagor is the owner in fee simple of the Mortgaged Premises and has full power to mortgage and assign the same, (b) Mortgagor has good and valid title to the Chattel Property free and clear of all security interests and encumbrances and has full power to grant a security interest in the same, and (c) the Mortgaged Premises are free and clear of any and all liens and encumbrances, except use restrictions of record, zoning ordinances, rights of way and easements of record, the rights of tenants now in possession and the lien of current taxes and assessments not delinquent. Mortgagor will make any further assurances of title that Lender may require and will warrant and defend the Mortgaged Premises and the Chattel Property against all lawful claims and demands whatsoever.

3. Payment of Indebtedness and Observance of Covenants. Mortgagor will pay all amounts due under the Equipment Leases and all other indebtedness secured hereby in accordance with its terms and will perform and comply with all of the terms and provisions contained in the Equipment Leases and in any other instrument or agreement given as security for the payment of or executed in connection with the Equipment Leases.

4. Due on Sale or Encumbrance. In the event that: (a) Mortgagor sells, conveys, transfers, further mortgages, changes the form of ownership, or encumbers or disposes of the Mortgaged Premises, Mortgaged Premises Leases or the Chattel Property, or any part thereof, or any interest therein, or agrees so to do; or (b) any stock, partnership, membership or beneficial interest of Mortgagor is sold, conveyed, transferred, pledged or encumbered or there is an agreement so to do; without the prior written approval of Lender being first obtained, whether such event is voluntary, involuntary or by operation of law, then in any such event, the whole of the indebtedness secured hereby shall, at the election of Lender at any time thereafter, become immediately due and payable, without notice or demand. Consent as to any one transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions. If the Mortgaged Premises, Mortgaged Premises Leases, the Chattel Property or the corporate, partnership, membership or beneficial interest in Mortgagor, or any part thereof, should be transferred to a partnership, to a limited liability company, to a trust, to a privately held corporation or to any other person or entity pursuant to the terms of this paragraph, thereafter a subsequent transfer of such interest, shall constitute a conveyance for purposes of this paragraph and the consent of the Lender shall be required.

5. Insurance. Mortgagor will procure and maintain in effect at all times all risk insurance (and builder's risk during any period in which construction is occurring on the Mortgaged Premises) with respect to the Mortgaged Premises and the Chattel Property and public liability insurance with such insurance companies and in form and amounts as are acceptable to and approved by Lender against loss or destruction on account of fire, windstorm or other such hazards, casualties and contingencies customarily insured against, and injury to the person or property. All insurance policies are to be held by and, to the extent of its interests, for the benefit of and first payable in case of loss to Lender, and Mortgagor shall deliver to Lender a new policy as replacement for any expiring policy at least fifteen (15) days before the date of such expiration. All such policies of insurance shall (i) contain waiver of subrogation clauses, (ii) have attached thereto the non-contributory New York Standard Mortgagee clause or its equivalent in favor of Lender for all risks and builders risks policies, (iii) name Lender as an

additional insured for liability insurance policies and (iv) require at least ten (10) days' prior written notice to Lender before cancellation. Lender shall have the right to settle and compromise any and all claims under any of the insurance policies required to be maintained by Mortgagor under this Mortgage; to demand, receive and receipt for all monies payable thereunder; and to execute in the name of Mortgagor or Lender or both any proof of loss, notice or other instruments in connection with such policies or any loss thereunder. All amounts recoverable under any policy are hereby assigned to Lender and, in the event of a loss, each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender rather than jointly to Lender and Mortgagor, and the amount collected shall at the option of Lender, be used in any one or more of the following ways: (a) applied upon the indebtedness secured hereby, whether or not such indebtedness is then due and payable, (b) used to fulfill any of the covenants contained herein, or (c) used to replace or restore the Mortgaged Premises or Chattel Property to a condition satisfactory to Lender. All insurance proceeds applied toward the indebtedness secured hereby shall be applied without the imposition of a prepayment penalty or premium. In the event of the foreclosure of this Mortgage or a transfer of the Mortgaged Premises in lieu thereof, all rights, title and interest of Mortgagor in and to such policies of insurance shall pass to the purchaser or grantee and Mortgagor hereby irrevocably appoints Lender as attorney-in-fact of Mortgagor to assign any policies in the event of the foreclosure of this Mortgage or a conveyance in lieu of foreclosure. Mortgagor transfers and grants a security interest, within the meaning of the Uniform Commercial Code as adopted in Indiana, to Lender in and to all monies at any time held by Lender pursuant to this paragraph and such monies and all of Mortgagor's right, title and interest therein are hereby assigned to Lender, all as additional security for the indebtedness secured hereby. Mortgagor warrants and represents to Lender that Mortgagor has not received any notice from any insurance company of any defects or inadequacies in the Mortgaged Premises which would adversely affect the insurability of the Mortgaged Premises or materially increase the cost of insuring the Mortgaged Premises beyond that which is customarily charged for similar property in the vicinity of the Mortgaged Premises used for a similar purpose. Mortgagor covenants and agrees to provide to Lender, promptly after receipt by Mortgagor, copies of any notices received from any insurance company regarding any defects or inadequacies in the Mortgaged Premises.

6. Taxes and Impositions. Mortgagor will pay, before the same become delinquent or any penalty for non-payment attaches thereto, all taxes, assessments and charges of every nature now or hereafter levied or assessed against or upon the Mortgaged Premises or the Chattel Property, or any part thereof or upon the rents, issues, income or profits therefrom, which by reason of non-payment could become a lien prior or junior to this Mortgage, whether any or all of said taxes, assessments or charges be levied directly or indirectly or as excise taxes or as income taxes, and will submit to Lender such evidence of the timely payment of such taxes, assessments and charges as Lender may require. If at any time any governmental authority shall require documentary, revenue or other stamps on or with respect to this Mortgage, or if at any time after the date hereof there shall be assessed, levied or imposed a tax or assessment on the Mortgaged Premises in lieu or in addition to real estate taxes and assessments imposed as of the date hereof, or if there shall be assessed, levied or imposed any fee, tax, charge or assessment on Lender measured by or based in whole or in part upon the amount of the indebtedness secured hereby, then all such stamps, fees, taxes or assessments shall be deemed additional sums payable hereunder by Mortgagor to Lender and Mortgagor shall pay the same prior to delinquency or

shall reimburse Lender on demand for the payment of same by Lender, and a failure of Mortgagor to make any such payment within ten (10) days after when due shall constitute an event of default hereunder; provided, however, the foregoing shall not be construed as obligating Mortgagor to, and Mortgagor shall have no obligation to, pay any state or federal income taxes or state intangibles taxes levied on Lender or the indebtedness secured hereby. Mortgagor shall cause at all times the Mortgaged Premises to be segregated and separately assessed on the tax rolls of Lake County, Indiana, from all other property. Unless Lender has paid such items from any escrow account maintained pursuant to this Mortgage, Mortgagor shall provide to Lender within thirty (30) days of when the same become due, copies of paid receipts for all taxes, assessments and charges on or against the Mortgaged Premises or the Chattel Property.

7. Maintenance of Mortgaged Premises and Payment of Charges. If Mortgagor shall neglect or refuse to keep the Mortgaged Premises and the Chattel Property in good repair, to maintain and pay the premiums for insurance which may be required, or to pay and discharge all taxes, assessments and charges of every nature assessed against Mortgagor, the Mortgaged Premises or the Chattel Property, all as provided for under the terms of this Mortgage, Lender may, at its election, cause such repairs or replacements to be made, obtain such insurance or pay said taxes, assessments and charges, and any amounts paid as a result thereof, together with interest thereon at the rate which is four percent (4%) per annum above the average of the implied rates of interest payable on the Equipment Leases from the date of payment, shall be immediately due and payable by Mortgagor to Lender, and until paid shall be added to and become a part of the indebtedness evidenced by the Equipment Leases and secured hereby, and the same may be collected in any suit hereon or upon any of the Equipment Leases, or Lender, by payment of any tax, assessment or charge may, at its discretion, be subrogated to the rights of the governmental subdivisions levying such tax, assessment or charge. No such advances shall be deemed to relieve Mortgagor from any default hereunder or impair any right or remedy of Lender, and the exercise by Lender of the right to make advances shall be optional with Lender and not obligatory and Lender shall not in any case be liable to Mortgagor for a failure to exercise any such right.

8. Waste; Compliance with Laws and Ordinances. Mortgagor will keep the Mortgaged Premises and the Chattel Property in good order, repair and condition at all times and will not commit waste or allow waste to be committed against the Mortgaged Premises or the Chattel Property. Mortgagor will not commit or allow the commission of any violation of any law, regulation, ordinance or contract affecting the Mortgaged Premises and will not commit or allow any demolition, removal or material alteration of any of the buildings or improvements (including fixtures) constituting a part of the Mortgaged Premises and the Chattel Property without the prior written consent of Lender. Lender shall at reasonable times during normal business hours have free access to the Mortgaged Premises for the purposes of inspection and the exercise of its rights hereunder. Mortgagor covenants and agrees that Mortgagor shall cause at all times the Mortgaged Premises to comply with all applicable laws, regulations, building codes, zoning ordinances and requirements of any federal, state or local regulatory agencies having jurisdiction, including but not limited to causing the Mortgaged Premises to be in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*) and the Americans with Disabilities Act of 1990 Architectural Guidelines (as amended from time to time). Mortgagor will indemnify Lender and save it harmless from any and all loss, damage or expense,

including attorneys' fees, resulting from or arising out of any failure of the Mortgaged Premises to comply with all such laws and regulations and the same is made a part of the indebtedness secured hereby.

9. Eminent Domain. All awards made by any public or quasi-public authority for damages to the Mortgaged Premises by virtue of an exercise of the right of eminent domain by such authority, including any award for a taking of title, possession or right of access to a public way, or for any change of grade of streets affecting the Mortgaged Premises, are hereby assigned to Lender and Lender, at its option, is hereby authorized, directed and empowered to collect and receive the proceeds of any such award to the extent of the indebtedness secured by or payable under this Mortgage from the appropriate governmental authority. Such award shall be used in any one or more of the following ways at the option of Lender: (i) applied upon the indebtedness secured hereby or payable hereunder, whether or not such indebtedness is then due and payable, or (ii) applied to replace or restore the Mortgaged Premises to a condition satisfactory to Lender. In the event of a default hereunder or under the terms of any of the Equipment Leases, Lender is authorized, at its option, to appear in and prosecute in its own name any action or proceeding or, with consent and joinder of Mortgagor, to make any compromise or settlement in connection with such taking or damage. Mortgagor will, upon request by Lender, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning in the event of a default under the terms of this Mortgage or under any of the Equipment Leases all proceeds from such awards to Lender free and clear and discharged of any and all encumbrances or claims of any kind or nature whatsoever. Mortgagor transfers and grants a security interest, within the meaning of the Uniform Commercial Code as adopted in Indiana, to Lender in and to all monies at any time held by Lender pursuant to this paragraph and such monies and all of Mortgagor's right, title and interest therein are hereby assigned to Lender, all as additional security for the indebtedness secured hereby. All condemnation proceeds applied toward the indebtedness secured hereby shall be applied without the imposition of a prepayment penalty or premium.

10. Escrows. If required by Lender or in the event of a default by Mortgagor hereunder or under the Equipment Leases, Mortgagor will pay to Lender, on dates upon which interest is payable, such amounts as Lender from time to time estimates as necessary to create and maintain a reserve fund from which to pay at least ninety (90) days before the same become due, all rental payments, taxes, assessments, liens and charges on or against the Mortgaged Premises and the Chattel Property and premiums for insurance as herein covenanted to be furnished by Mortgagor. Payments from such reserve fund for such purposes may be made by Lender at its discretion and Lender shall have no obligation or duty to Mortgagor for the payment of any such items. Such payments shall not be, nor deemed to be, trust funds but may be commingled with the general funds of Lender, and no interest shall be payable in respect thereof. In the event of any default under the terms of this Mortgage or under any of the Equipment Leases, any part or all of said reserve fund may be applied to the indebtedness secured hereby and, in refunding any part of said reserve fund, Lender may deal with whomever is represented to be the owner of the Mortgaged Premises at that time. Mortgagor transfers and grants a security interest, within the meaning of the Uniform Commercial Code as adopted in Indiana, to Lender in and to all monies at any time held by Lender pursuant to this paragraph and such monies and all of Mortgagor's right, title and interest therein are hereby assigned to Lender, all as additional security for the indebtedness secured hereby. Mortgagor shall provide to

Lender, at least fifteen (15) days prior to the due date, copies of all bills, statements or invoices for any items which are to be paid from proceeds escrowed with Lender. Lender in making any payment hereby authorized may do so according to any bill, statement or estimate procured from the appropriate public office or according to any bill, statement or estimate received by Lender from Mortgagor or other party without inquiry into the accuracy or validity of such bill, statement or estimate.

11. Financial Statements. Mortgagor at its expense will furnish, or cause to be furnished, to Lender within the time frames required the following financial statements and other information of Mortgagor and the guarantors of the indebtedness secured hereby:

a. As soon as available and in any event within ninety (90) days following the end of each fiscal year of Mortgagor, the balance sheet and annual statements of income and surplus accounts for Mortgagor as of and for the fiscal year then ended, all in reasonable detail, prepared in accordance with generally accepted accounting principles applied on a consistent basis throughout the periods involved and audited, if requested by Lender, by an independent certified public accountant which shall furnish to Lender a standard unqualified opinion regarding such financial statements;

b. As soon as available and in any event within ninety (90) days following the end of each calendar year, a copy of the federal income tax return for Mortgagor for the calendar year then ended; and

c. As soon as available following the end of each calendar year and in any event (i) within thirty (30) days from filing and in no event later than one hundred twenty (120) days following the end of each calendar year, a copy of the federal income tax return for each guarantor of the indebtedness secured hereby for the calendar year then ended and (ii) within ninety (90) days following the end of each calendar year, a financial statement for each such guarantor in the form requested by Lender.

In addition, Mortgagor will furnish Lender with such other financial statements in respect to the operation of the Mortgaged Premises or the financial condition of Mortgagor at such times and in such form as Lender may require, including but not limited to, a certified rent roll, accounting and management recommendations and certificates of no default under this Mortgage.

12. Indemnification. Mortgagor will indemnify Lender and save it harmless from any and all loss, damage or expense, including attorneys' fees, resulting from or arising out of the execution and delivery of this Mortgage and the terms hereof and the same is made a part of the indebtedness secured hereby. All sums paid by Lender, including attorneys' fees, to cure a default by Mortgagor hereunder or for the expense of any litigation to prosecute or defend the rights and lien created hereby in any action or proceeding to which Lender is made a party by reason of this Mortgage or the Equipment Leases, or in which it becomes necessary to defend or uphold the lien of this Mortgage (including without limitation attorneys fees incurred by Lender in connection with any bankruptcy, reorganization, receivership or other proceeding affecting creditor's rights and involving a claim under this Mortgage or any document executed in connection herewith), shall be paid by Mortgagor to Lender, together with interest thereon from

date of payment at the rate specified under paragraph 7 above, and any such sums and the interest thereon shall be immediately due and payable and secured hereby, having the benefit of the lien hereby created as a part thereof and with its priority, all without relief from valuation or appraisal laws.

13. Payment of Obligations. Mortgagor will pay all sums which if not paid may result in the acquisition or creation of a lien prior to or of equal priority with or junior to the lien of this Mortgage, or which may result in conferring upon a tenant of any part of the Mortgaged Premises a right to recover such sums as prepaid rent or as a credit or offset against any future rental obligation.

14. Subrogation. Lender is subrogated for further security to the lien, although released of record, of any and all encumbrances paid with the proceeds of the indebtedness secured by this Mortgage.

15. Leases and Rents. Any rental payments and other income received by Mortgagor from the Mortgaged Premises shall be applied toward the payment when due of amounts payable under the Equipment Leases to the extent such amounts may be due and payable from time to time and Lender may, at its option and without notice or demand, collect and receive all rentals and income due to Mortgagor under the Mortgaged Premises Leases or otherwise and apply said rentals and income toward the payment of amounts payable under the Equipment Leases or any other indebtedness due and payable to Lender under this Mortgage, including but not limited to costs of collection, expenses of operation, advancements and attorneys' fees. Such right may be exercised by Lender without regard to other security and without releasing Mortgagor from any obligation. This Mortgage shall create a perfected, absolute and present assignment of the Mortgaged Premises Leases to Lender, provided Mortgagor shall have the right to collect, but not prior to accrual, all of the rents and income arising from the Mortgaged Premises Leases and the Mortgaged Premises and to retain, use and enjoy the same unless and until an event of default shall occur hereunder. Mortgagor hereby irrevocably appoints and constitutes Lender as its true and lawful attorney-in-fact with full power of substitution for and on behalf of Mortgagor and in a manner not adverse to the interests of Mortgagor, after an event of default, to request, demand, enforce payment, collect and receive the rentals and income payable under the Mortgaged Premises Leases or otherwise, to endorse any checks, drafts or orders evidencing the payment of rentals and income under the Mortgaged Premises Leases or otherwise, and to do and perform any act which Mortgagor might do for and on its own behalf. Any security deposits received by Mortgagor shall be held in trust. Mortgagor shall notify Lender in writing in the event of any default by Mortgagor under the Mortgaged Premises Leases. Mortgagor shall enforce, at its cost and expense, the full performance of all of the conditions, obligations and covenants under the Mortgaged Premises Leases to be observed and performed by the tenants and occupants thereunder and shall appear and defend any action growing out of or in any manner connected with the Mortgaged Premises Leases. Lender may, at its option but without the assumption of any of Mortgagor's obligations as lessor, perform any obligation of Mortgagor under the Mortgaged Premises Leases, without releasing Mortgagor from any obligations herein or under the terms of the Mortgaged Premises Leases. In the exercise of such power, Lender shall be entitled to reimbursement for all costs and expenses, including attorneys' fees, and the same shall be payable upon demand or added to the amounts payable under the Equipment Leases and

secured hereby. Mortgagor shall indemnify and save harmless Lender from any and all cost, expense, including attorneys' fees, or liability under the Mortgaged Premises Leases or by reason of this Mortgage and against claims or demands whatsoever which may be asserted against it by reason of any alleged obligation of Lender to perform or discharge any of the terms of the Mortgaged Premises Leases. The receipt by Lender of any rental payments made by tenants and occupants pursuant to the Mortgaged Premises Leases shall constitute a valid receipt and acquittance for all such rents paid, and tenants shall be under no duty or obligation concerning the proper application of any rents so paid.

16. Maintain Mortgaged Premises Leases. Mortgagor shall not materially change, modify, release, waive, terminate or cancel, surrender, alter or amend the Mortgaged Premises Leases or any of the terms and provisions thereof, including the rentals thereunder, approve any subletting or assignment by any lessee under the Mortgaged Premises Leases, nor assign or encumber its rights, title and interest in and to the Mortgaged Premises Leases, nor waive, excuse, condone or in any manner release or discharge the tenants of or from their obligations, covenants and agreements to be performed, nor accept any prepayment of rent (except any amount which may be required to be prepaid by the terms of any such Lease) without first securing, on each occasion, the written consent of Lender, which consent shall not be unreasonably withheld or delayed; provided however, Mortgagor may, without the prior written consent of Lender, terminate or surrender any of the Mortgaged Premises Leases which are in default, provided Mortgagor exercises all rights and remedies available to Mortgagor which may be commercially reasonable to pursue. Mortgagor may enter into non-material modifications of the Mortgaged Premises Leases provided that such modifications are done in the ordinary course of business and do not diminish the rent or other sums payable, or the timing of the payment of same, to the landlord under the Mortgaged Premises Leases.

17. Operation of Mortgaged Premises. Mortgagor will operate the Mortgaged Premises at all times as a convenience store, car wash and other business purposes and shall not acquire any equipment or fixtures covered by this Mortgage that are subject to any security interest or other charge or lien having priority over the lien or security interest granted under this Mortgage.

18. Successors. In the event the ownership of the Mortgaged Premises, or any part thereof, becomes vested in a person or persons other than Mortgagor, and Lender does not exercise the option reserved to it hereunder to accelerate the indebtedness secured hereby in the event of alienation of all or any part of the Mortgaged Premises, Lender may deal with successor or successors in interest with reference to this Mortgage and the indebtedness secured hereby in the same manner as with Mortgagor, without in any manner vitiating or discharging Mortgagor's liability hereunder, or upon the indebtedness hereby secured.

19. Fees and Costs. Mortgagor shall pay to Lender, or its legal representatives, successors and assigns, reasonable attorneys' fees, any sums expended for the continuation of the abstract of title to the Mortgaged Premises, for title searches, or for title insurance, and all other costs incurred in any action to foreclose this Mortgage, or for the cure of a default by Mortgagor in any of its terms, covenants or agreements, which fees and costs shall be an additional lien and

security interest against the Mortgaged Premises and the Chattel Property and shall be secured hereby.

20. **Security Interest.** Mortgagor hereby authorizes Lender to file (i) such financing statements covering the security interest of Lender in the Mortgaged Premises and the Chattel Property and (ii) such amendment financing statements and correction statements relating to any financing statement covering the security interest of Lender in the Mortgaged Premises and the Chattel Property, as Lender may deem necessary or advisable, at its reasonable discretion, to perfect its security interest. Such financing statements, amendment financing statements and correction statements may be unsigned or, if required to be signed by the applicable office with which Lender intends to file such financing statement, signed only by a representative of Lender. To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any damages, penalty or fee against Lender for failure to furnish Mortgagor with any financing statement filed by Lender which relates to the Mortgaged Premises and the Chattel Property. Mortgagor, to the extent permitted by law, hereby waives and releases all rights to collect or receive any damages, penalty or fee from Lender for failure to furnish Mortgagor with any financing statement filed by Lender which relates to the Mortgaged Premises and the Chattel Property. Upon an event of default hereunder, Lender, at its option and without notice or demand, shall be entitled to enter upon the Mortgaged Premises to take immediate possession of the Chattel Property or to render the same unusable. Upon request, Mortgagor shall assemble and make the Chattel Property available to Lender at a place to be designated by Lender which is reasonably convenient to both parties. Upon repossession, Lender may propose to retain the Chattel Property in partial satisfaction of the indebtedness of Mortgagor secured hereby or sell all or any portion of the Chattel Property at public or private sale in accordance with the Uniform Commercial Code as adopted in Indiana or any other applicable statute. In the further event that Lender shall dispose of any or all of the Chattel Property after default, the proceeds of disposition shall be first applied in the following order: (a) to the reasonable expenses of retaking, holding, preparing for sale, selling and the like, (b) to the reasonable attorneys' fees and legal expenses incurred by Lender, and (c) to the satisfaction of the indebtedness secured hereby. Mortgagor agrees to release and hold harmless Lender from any and all claims arising out of the repossession of the Chattel Property. In the event of a proposed sale of all or any part of the Chattel Property, notification shall be given to Mortgagor at least ten (10) days prior thereto. From time to time upon the request of Lender, Mortgagor shall furnish to Lender a current detailed written list of all of the Chattel Property. Mortgagor shall give prior written notice to Lender of any transfer, sale, pledge, encumbrance, assignment or any other process or action taken or pending, voluntary or involuntary, whereby a third party is to obtain or is attempting to obtain possession of or any interest in any of the Chattel Property, except in connection with the sale of inventory in the ordinary course of business or disposal of any obsolete equipment for fair market value.

21. **Continuing Lien.** This Mortgage creates a continuing lien to secure the full and final payment of the Equipment Leases and the performance of the other obligations of Mortgagor under this Mortgage or under any other security documents or agreements executed by Mortgagor in connection with the indebtedness secured hereby.

22. Events of Default and Remedies of Lender. Upon the occurrence of any of the following events (each of which shall constitute an event of default hereunder):

a. a failure to make any payment within five (5) days when due of any indebtedness evidenced by any of the Equipment Leases, or secured hereby or of any installment thereof;

b. a failure by Mortgagor to pay or cause to be paid within five (5) days upon demand or when due any other amounts due under any of the Equipment Leases or this Mortgage or any other documents executed in connection therewith;

c. a failure to make any payment when due of any of the taxes, assessments, charges, liens, fees or reimbursements as required hereunder and the continuation of such failure for a period of ten (10) days after written notice of such failure has been sent to Mortgagor;

d. a failure to maintain any insurance policies as required hereunder and the continuation of such failure for a period of ten (10) days after written notice of such failure has been sent to Mortgagor;

e. a default under or a failure by Mortgagor to observe or perform any agreement or covenant contained in this Mortgage which default or failure can be cured by the payment of money and the continuation of such default or failure for a period of ten (10) days after written notice of such default or failure has been sent to Mortgagor;

f. a default under or a failure by Mortgagor to observe or perform any other term, agreement or covenant contained in this Mortgage and the continuation of such default or failure for a period of thirty (30) days after written notice of such default or failure has been sent to Mortgagor;

g. the occurrence of a default under any of the Equipment Leases or any other instrument, agreement or document executed in connection with any indebtedness secured hereby and a failure to cure such default within the applicable cure period specified therein, if any;

h. a breach of any warranty, representation, certification or statement contained in this Mortgage, any of the Equipment Leases or in any certification or other agreement or document executed or delivered in connection herewith;

i. the institution of any foreclosure proceeding by the holder of any mortgage or lien upon the Mortgaged Premises or security interest in the Chattel

Property, which proceeding remains undismissed for sixty (60) days after being instituted;

j. the passing of any law hereafter by the State of Indiana or local authority deducting from the value of the Mortgaged Premises any lien thereon for the purpose of taxation of Lender or changing in any way the laws now in force for the taxation of mortgages, or the indebtedness secured hereby, for state or local purposes, or changing the manner of collection of any such taxation from Mortgagor so as to affect this Mortgage or any indebtedness secured hereby;

k. Mortgagor, or any general partner, managing member or manager of Mortgagor, becoming insolvent, making an assignment for the benefit of creditors, or petitioning for relief under the United States Bankruptcy Code;

l. proceedings being instituted against Mortgagor or any guarantor of the indebtedness secured hereby for relief under the United States Bankruptcy Code or for the appointment of a receiver for any of them or their property, which proceedings remain undismissed for sixty (60) days after being instituted;

m. the occurrence of a material adverse change in the financial condition of Mortgagor, as determined by Lender in its sole reasonable discretion;

n. the dissolution, liquidation, winding-up, consolidation or merger of Mortgagor without the prior written consent of Lender;

o. the Mortgaged Premises or the Chattel Property being seized under any writ or process of court or by any trustee or receiver;

p. a determination by Lender, in its sole reasonable discretion that any action, inaction, commission, omission or circumstances has occurred or may occur which may subject any assets of Mortgagor, including but not limited to the Mortgaged Premises and Chattel Property, to be seized by any federal, state or local governmental department, agency or instrumentality pursuant to 18 U.S.C. § 1963, 21 U.S.C. § 853, 21 U.S.C. § 881, 46 App. U.S.C. App. § 1904, I.C. 34-24-1 *et seq.* or any similar federal, state or local law and/or regulations adopted in publications promulgated pursuant to such laws, or as such laws or regulations may be amended, modified or supplemented from time to time;

q. the Mortgaged Premises, Mortgaged Premises Leases, Chattel Property or corporate, partnership or beneficial interest in Mortgagor shall be transferred in any manner other than that allowed in paragraph 4 of this Mortgage;

r. the occurrence of any default under any guaranty of the indebtedness secured hereby and a failure to cure such default within the applicable cure period specified therein, if any; or

s. the death or insolvency of any guarantor of the indebtedness secured hereby, or any such guarantor making an assignment for the benefit of creditors, or petitioning for relief under the United States Bankruptcy Code;

then, in any such event, the whole of the indebtedness secured hereby shall, at the election of Lender at any time thereafter, become immediately due and payable, without notice or demand, and Lender, at its option, may proceed to foreclose this Mortgage without relief from valuation and appraisal laws, and thereupon, or at any time during the existence of any such default, Lender shall be entitled to enter into possession of the Mortgaged Premises and to collect the rents, issues and profits thereof, accrued and to accrue, and to apply the same on any indebtedness secured hereby (with application against the various obligations constituting the indebtedness secured hereby in such manner and amounts as Lender, in its sole discretion, may determine) or, if Lender so elects, Lender shall be entitled to the appointment of a receiver in any court of competent jurisdiction to collect such rents, issues and profits under the direction of the court, notice of the exercise thereof being hereby waived. In addition, upon the occurrence of an event of default hereunder, at the option of Lender and without further notice or demand to Mortgagor, Lender may order an appraisal of the Mortgaged Premises and Chattel Property, to be in such form and scope and to be performed by an appraiser as Lender may choose in its sole discretion. All costs and expenses of such appraisal shall be immediately paid by Mortgagor upon demand by Lender and such amounts shall be added to the indebtedness secured hereby.

23. Exercise of Rights. No failure by Lender in the exercise of any of its rights under this Mortgage shall preclude Lender from the exercise thereof in the event of any subsequent default by Mortgagor hereunder, and no delay by Lender in the exercise of its rights under this Mortgage shall preclude Lender from the exercise thereof so long as Mortgagor is in default hereunder. Lender may enforce any one or more of its rights or remedies hereunder successively or concurrently.

24. Extension of Time for Payment. Lender, at its option, may extend the time for the payment of the indebtedness secured hereby, or reduce the payments thereon, or accept renewals, extensions, modifications, amendments, restatements or replacements of the Equipment Leases therefor, without the consent of any endorser or guarantor and without the consent of Mortgagor if Mortgagor has conveyed title to the Mortgaged Premises, and any such extension, reduction or renewal shall not affect the priority of this Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the primary liability of Mortgagor or any endorser or guarantor to Lender.

25. Partial Release and Additional Security. Any part of the Mortgaged Premises and the Chattel Property covered by this Mortgage may be released by Lender without affecting the lien and security interest hereby granted as to the remainder, and the security of this Mortgage shall not affect or be affected by any other security for the indebtedness secured hereby nor shall the taking of additional security release or impair the security hereof or liability for the indebtedness secured hereby in any manner whatsoever.

26. Environmental Representations and Indemnification. Mortgagor makes the following representations, warranties, covenants and agreements:

a. For purposes herein, the term "Environmental Law(s)" shall mean any federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning (i) any Hazardous Substance (as defined herein), including without limitation the environmental management laws defined under Indiana Code 13-11-2-71, as amended or (ii) any Wetlands (as defined herein), each as now or at any time hereafter in effect. For purposes of this Mortgage, the term "Hazardous Substance(s)" shall have the meaning ascribed in and shall include those substances listed under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq. and the regulations promulgated thereunder (as amended from time to time) and the Clean Air Act, 42 U.S.C. 7401, et seq. and the regulations promulgated thereunder (as amended from time to time) and includes oil, waste oil, and used oil as those terms are defined in the Clean Water Act, 33 U.S.C. 1251, et seq. and regulations promulgated thereunder (as amended from time to time) and the Resource, Conservation and Recovery Act, 42 U.S.C. 6901, et seq. and regulations promulgated thereunder (as amended from time to time) and the Oil Pollution Act of 1990, 33 U.S.C. 2701, et seq. and regulations promulgated thereunder (as amended from time to time) and the Hazardous Materials Transportation Act, 49 U.S.C. 1801, et seq. and regulations promulgated thereunder (as amended from time to time) and shall include any other pollutant or contaminant designated as such by Congress or the United States Environmental Protection Agency (EPA) or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, chemical or material, including without limitation bacteria, spores or other indoor airborne microbial contaminants, as now or at any time hereafter in effect. For purposes of this Mortgage, the term "Wetland(s)" shall have the meaning ascribed in 33 C.F.R. §328.3, as hereinafter amended, or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any such Wetlands, as now or at any time hereafter in effect.

b. Mortgagor certifies that no violation of any Environmental Law currently exists in connection with use, ownership, lease, maintenance or operation of the Mortgaged Premises. Mortgagor further certifies that Mortgagor will not violate, or permit any tenant of the Mortgaged Premises to violate, any Environmental Law in connection with the use, ownership, lease, maintenance or operation of the Mortgaged Premises. Mortgagor shall not perform or cause to be performed any excavation or fill activity or other acts which would in any way destroy, eliminate, alter, obstruct, interfere with or otherwise affect any Wetlands.

c. Mortgagor certifies, based upon reasonable investigation, that, except for such substances which have been used in the normal course of operation of Mortgagor's business, neither Mortgagor nor any other person within Mortgagor's knowledge or control, including any lessee of the Mortgaged Premises, has ever caused or permitted any Hazardous Substance to be released, spilled or disposed of on, under or at the Mortgaged Premises or any part thereof and neither the Mortgaged Premises nor any part

thereof has ever been used by Mortgagor or any other person as a dump site or storage site, whether permanent or temporary, for any Hazardous Substance.

d. Mortgagor certifies that it is not a party to any litigation or administrative proceeding, nor so far as is known by Mortgagor is any litigation or administrative proceeding threatened against it, which in either case asserts or alleges that (i) Mortgagor violated any Environmental Law, (ii) Mortgagor is required to clean up or take other response action due to the release or threatened release or transportation of any Hazardous Substance, or (iii) Mortgagor is required to pay all or a portion of the cost of any past, present or future cleanup or other response action which arises out of or is related to the release or threatened release or transportation of any Hazardous Substance.

e. There are not now, nor to Mortgagor's knowledge after reasonable investigation have there ever been, tanks or other facilities on, under or at the Mortgaged Premises which contained materials which, if known to be present in soils or groundwater, would require cleanup or other corrective action. If there are such tanks or other facilities, Mortgagor represents after reasonable investigation that nothing contained therein has ever been spilled, leaked or released into the environment, soil or groundwater and that such tanks or other facilities are in compliance with all Environmental Laws.

f. If Mortgagor acquires any knowledge of or receives any notice or other information regarding (i) the happening of any event involving any Hazardous Substance with respect to the Mortgaged Premises or to any activity of the Mortgagor or of any tenant of the Mortgaged Premises or (ii) any noncompliance with regard to any environmental, health or safety matter with respect to the Mortgaged Premises or to any activity of the Mortgagor or of any tenant of the Mortgaged Premises, then Mortgagor shall immediately notify Lender orally and in writing and provide Lender with copies of any written notice or information.

g. Mortgagor shall promptly perform all necessary remedial work in response to the presence of any Hazardous Substances on the Mortgaged Premises, any violation of any Environmental Laws, or any claims or requirements made by any governmental agency or authority. All such work shall be conducted by licensed and reputable contractors pursuant to written plans approved by the agency or authority in question (if applicable), under proper permits and licenses (if applicable) with such insurance coverage as is customarily maintained by prudent property owners in similar situations. If the cost of the work exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), then Lender shall have the right of prior approval over the environmental contractor and plans, which shall not be unreasonably withheld or delayed. All costs and expenses of the remedial work shall be promptly paid by Mortgagor. In the event Mortgagor fails to undertake the remedial work, or fails to complete the same within a reasonable time period after the same is undertaken, and if Lender is of the good faith opinion that Lender's security in the Mortgaged Premises is jeopardized thereby, then Lender shall have the right to undertake or complete the remedial work itself. In such event all costs of Lender in doing so, including all fees and expenses of environmental

consultants, engineers, attorneys, accountants and other professional advisors, shall become a part of the indebtedness secured hereby and shall be due and payable from Mortgagor upon demand. Such amount shall be secured by this Mortgage, and failure to pay the same shall be an event of default hereunder. In the event any Hazardous Substances are removed from the Mortgaged Premises, either by Mortgagor or Lender, the number assigned by the United States Environmental Protection Agency to such Hazardous Substances shall be solely in the name of Mortgagor, and Mortgagor shall have any and all liability for such removed Hazardous Substances. In addition, upon the request of Lender, Mortgagor shall initiate and pursue (at the sole cost and expense of Mortgagor) such corrective actions as Lender deems necessary or advisable at any time to clean up or otherwise deal with any Hazardous Substance which may now or hereafter affect the Mortgaged Premises.

h. In addition to the other rights of Lender set forth herein, Lender shall have the right but not the obligation, and without limitation of Lender's rights under this Mortgage, the Equipment Leases, any guaranties and any other agreements, instruments or documents executed in connection with the Equipment Leases (this Mortgage, the Leases, any guaranties and any other agreements, instruments or documents executed in connection with the Equipment Leases, as from time to time amended, modified, extended, or replaced are hereinafter collectively referred to as the "Equipment Lease Documents") to enter the Mortgaged Premises and take such other actions as it deems necessary or advisable at any time (i) to clean up or otherwise deal with any Hazardous Substance or (ii) following receipt of any notice or other information which, in the sole opinion of Lender, could result in action against Mortgagor or Lender or could adversely affect the value of Lender's collateral. Lender further shall have the right but not the obligation, and without limitation of Lender's rights under the Equipment Lease Documents, to enter the Mortgaged Premises to investigate the environmental condition of the Mortgaged Premises and shall have the right to grant access to environmental professionals to perform investigations, including without limitation sampling and borings, to determine the environmental condition of the Mortgaged Premises in anticipation of foreclosure or acceptance of a deed in lieu of foreclosure. Notwithstanding the indemnification set forth below, Mortgagor agrees that all reasonable costs and expenses incurred by Lender in the exercise of any entry, investigation or mitigation rights (including without limitation those incurred in anticipation of foreclosure or acceptance of a deed in lieu of foreclosure) shall be payable by Mortgagor upon demand by Lender or added to the outstanding balance of the indebtedness of Mortgagor evidenced by or arising in connection with the Equipment Lease Documents (hereinafter referred to collectively as the "Indebtedness") with interest charged as stated or implied in the Equipment Leases.

i. Mortgagor covenants and agrees, at its sole cost and expense, to indemnify, protect and hold Lender harmless from and against any and all losses, liabilities, including without limitation strict liability, damages, injuries, expenses, including without limitation reasonable attorneys' fees and disbursements (which fees shall include without limitation the allocated cost of in-house counsel and staff) and expert fees and disbursements, claims for damage to the environment, claims for fines or

civil penalties, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by or asserted against Lender by any person, entity or governmental agency for, with respect to or as a direct or indirect result of (i) noncompliance or alleged noncompliance with any Environmental Law by any person or entity, (ii) the presence on, under or at the Mortgaged Premises or any surrounding areas of, or the release or threatened release or transportation of, any Hazardous Substance, regardless of whether or not caused by or within the control of Mortgagor or (iii) the enforcement by Lender of the provisions of this Mortgage. The covenants, representations, warranties, agreements and indemnities contained in this Paragraph 26 shall (i) be deemed continuing covenants, representations, warranties, agreements and indemnities for the benefit of Lender and any successors or assigns of Lender, including without limitation any purchaser of the Mortgaged Premises at a mortgage foreclosure sale, any transferee of the title of Lender and any subsequent owner of the Mortgaged Premises claiming through or under the title of Lender, (ii) be in addition to any other obligations or liabilities that Mortgagor may have to Lender at common law, by statute, or otherwise, and (iii) survive any enforcement of Lender's rights against the Mortgaged Premises or the satisfaction of the Indebtedness.

j. The liability of Mortgagor under this paragraph shall in no way be limited or impaired by, and Mortgagor hereby consents to and agrees to be bound by, any amendment to or modification of the provisions of the Equipment Lease Documents by Mortgagor or any person who succeeds Mortgagor as owner of the Mortgaged Premises. In addition, the liability of Mortgagor under this paragraph shall in no way be limited by (i) any extensions of time for performance required by any of the Equipment Lease Documents, (ii) any sale or assignment of any of the Equipment Lease Documents or any sale or transfer of all or part of the Mortgaged Premises after the enforcement of Lender's rights under the Equipment Lease Documents or Lender's, or its assignees, acquisition of all or part of the Mortgaged Premises after the enforcement of Lender's rights under the Equipment Lease Documents or Lender's, or its assignees, acquisition of all or part of the Mortgaged Premises by a deed-in-lieu of foreclosure, (iii) the accuracy or inaccuracy of the representations and warranties made by Mortgagor under any of the Equipment Lease Documents, (iv) the release of Mortgagor or any other person from performance or observance of any of the agreements, covenants, terms or conditions contained in any of the Equipment Lease Documents by operation of law, Lender's voluntary act or omission, or otherwise, (v) the release or substitution in whole or in part of any security for the Indebtedness, (vi) Lender's failure to record any of the Equipment Lease Documents or file any UCC financing statements (or Lender's improper recording or filing of any thereof) or to otherwise perfect, protect, secure or insure any security interest or lien given as security for the Equipment Leases, (vii) any exculpatory provision in any of the Equipment Lease Documents limiting Lender's recourse to the Mortgaged Premises or to any other security, or limiting Lender's rights to a judgment against Mortgagor for any deficiency after the application of any security for the Indebtedness or (viii) the payment of the Equipment Leases.

27. Waiver of Certain Rights by Mortgagor. Mortgagor hereby waives any right or claim of right to cause a marshalling of Mortgagor's assets or to cause Lender to proceed against

any of the security for the indebtedness secured hereby before proceeding under this Mortgage against Mortgagor and Mortgagor hereby agrees that any court having jurisdiction to foreclose the lien of this Mortgage may order the Mortgaged Premises sold as an entirety. Mortgagor hereby waives the benefit of all laws now or hereafter existing providing for (i) any appraisal before sale of any portion of the Mortgaged Premises and (ii) the extension of time for the enforcement of the collection of Equipment Leases or the debt evidenced thereby or creating or extending a period of redemption from any sale made in collecting said debt. To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay, extension or redemption, and Mortgagor, for Mortgagor and Mortgagor's heirs, devisees, representatives, successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Premises, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisal, stay of execution and notice of election to mature or declare due the whole of the secured indebtedness in the event of foreclosure of this Mortgage. Mortgagor agrees that any payments required to be made hereunder shall become due on demand and Mortgagor expressly waives and relinquishes all rights and remedies (including any rights of subrogation) accorded by applicable law to indemnitors or guarantors.

28. No Additional Indebtedness. Mortgagor will not, without the prior written consent of Lender, make any financial arrangements for borrowed money or otherwise through any other financial institution, entity or party.

29. No Transfers of Assets. Mortgagor will not, without the prior written consent of Lender, cause or permit any of Mortgagor's property, business or assets to be sold, terminated, assigned, leased, conveyed, pledged or otherwise transferred or encumbered without fair and adequate consideration so long as any indebtedness secured hereby remains unpaid.

30. Waiver of Right to Trial by Jury. Mortgagor hereby agrees that any suit, action or proceeding, whether a claim or counterclaim, brought or instituted by any party on or with respect to this Mortgage or any other document executed in connection herewith or which in any way relates, directly or indirectly to the Equipment Leases or any event, transaction or occurrence arising out of or in any way connected with this Mortgage or the dealings of the parties with respect thereto, shall be tried only by a court and not by a jury. **MORTGAGOR, AND LENDER BY ACCEPTANCE HEREOF, HEREBY EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING.** Mortgagor acknowledges that Mortgagor may have a right to a trial by jury in any such suit, action or proceeding and that Mortgagor hereby is knowingly, intentionally and voluntarily waiving any such right. Mortgagor further acknowledges and agrees that this Paragraph 30 is material to this Mortgage and that adequate consideration has been given by Lender and received by Mortgagor in exchange for the waiver made by Mortgagor pursuant to this paragraph.

31. Waivers. Mortgagor acknowledges and agrees that if any guaranty is executed by Mortgagor in connection with or related to this Mortgage, then all waivers by Mortgagor contained in any such guaranty shall be and hereby are incorporated by reference into this Mortgage.

32. Successors and Assigns. The covenants, conditions and agreements contained in this Mortgage shall bind, and the benefits thereof shall inure to, Mortgagor and Lender, their respective successors, assigns, heirs and legal representatives.

33. State of Organization. Mortgagor covenants and warrants to Lender that: (i) Mortgagor is a corporation duly organized in the State of Indiana, (ii) Mortgagor shall continue to maintain its existence in good standing under the laws of the state of its incorporation or organization, as the case may be at all times, (iii) Mortgagor's correct legal name is JY Petroleum, Inc., and such legal name is correctly reflected in the records of the State of Indiana, (iv) Mortgagor shall not change its legal name without providing Lender with not less than sixty (60) days prior written notice, (v) Mortgagor shall not voluntarily or involuntarily dissolve, cancel or terminate its legal existence or change the state of its incorporation or organization, as the case may be, (vi) Mortgagor's chief executive office or residence (as applicable) is within Lake County, Indiana, and Mortgagor shall continue to maintain its chief executive office or residence within such county and state at all times and (vii) Mortgagor's state organizational identification number is 2000072000184. Mortgagor shall maintain all of Mortgagor's records regarding the Chattel Property at such chief executive office or residence.

34. No Agricultural Use. Mortgagor covenants that the Mortgaged Premises and Chattel Property shall not be used for either agricultural or farming purposes.

35. Flood Insurance. Mortgagor hereby certifies and represents that the Mortgaged Premises are not in a flood hazard area as defined under the Flood Disaster Protection Act of 1973 ("FDPA") or the National Flood Insurance Act of 1968 ("NFIA"). However, in the event that the Mortgaged Premises are later determined to be in a flood hazard area, Mortgagor agrees to obtain and maintain adequate flood insurance in an amount and with such coverages as may be required by Lender and to comply with any other requirement of the FDPA, NFIA or any other applicable federal, state or local statute, regulation or ordinance concerning flood hazard areas.

36. Fixture Filing. It is intended for this Mortgage to constitute a fixture filing to the extent permitted under the Uniform Commercial Code as adopted in Indiana as to all fixtures owned by Mortgagor actually or constructively attached to the Mortgaged Premises. The addresses of the secured party (Lender) and the debtor (Mortgagor) are set forth herein in the paragraph for notice to the parties hereto. This Mortgage is to be recorded in the real estate records in the Recorder's office of the county in which the Mortgaged Premises are located. Mortgagor is the record owner of the Mortgaged Premises.

37. Compliance with USA Patriot Act. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each entity or person who opens an account or establishes a relationship with Lender. Mortgagor acknowledges that as part of Lender's compliance with the terms and provisions of the USA PATRIOT Act, 115 Stat. 272 (2001), P.L. 107-56 (the "USA Patriot Act"), as from time to time amended, when an entity or person opens an account or establishes a relationship with Lender, Lender may ask for the name, address, date of birth, and other information that will allow Lender to identify the entity or person who opens

an account or establishes a relationship with Lender. Lender may also ask to see identifying documents for the entity or person. Mortgagor agrees to provide such information and otherwise comply with all requests and requirements of Lender which Lender deems necessary or appropriate for Lender to be in compliance with the USA Patriot Act or any other federal, state and local statute relating to illegal activities.

38. Notices. Any notice required or permitted hereunder shall be deemed effective when (a) sent by an overnight carrier which provides for return receipt or (b) mailed by certified United States mail, postage prepaid with return receipt requested, if to Mortgagor at 5680 Indianapolis Blvd., East Chicago, IN 46312 or if to Lender at 10944 A Beaver Dam Road, Hunt Valley, MD 21030, Attention: Robert E. Polack, Vice President, or at such other address within the State of Indiana as Mortgagor or Lender may from time to time specify by notice hereunder. Any notice required to be given by Lender of a sale, lease or other disposition of the collateral or any other intended action by Lender, deposited in the United States mail, postage prepaid, duly addressed as specified above no less than ten (10) days prior to such proposed action or if sent by overnight carrier no less than five (5) days prior to such proposed action, shall constitute commercially reasonable and fair notice to Mortgagor of same.

39. Invalidity of Any Provision. If any provision (or a portion thereof) of this Mortgage or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, then the remainder of this Mortgage or the application of such provision (or portion thereof) to any other person or circumstance shall be valid and enforceable to the fullest extent permitted by law. If for any reason this Mortgage is unenforceable with respect to, or no longer secures, any portion of the indebtedness intended to be secured hereby, all amounts received by Lender and applied to the indebtedness intended to be secured hereby shall be applied first to that portion which is unsecured or partially secured and then to the remaining indebtedness secured hereby.

40. Joint and Several Obligations. All references in this Mortgage to "Mortgagor" shall be deemed to be references both individually and collectively to each of the entities constituting Mortgagor hereunder. The obligations, agreements and covenants of the persons or entities constituting Mortgagor hereunder are joint, several and unconditional.

41. Captions. The captions or headings herein have been inserted solely for the convenience of reference and in no way define or limit the scope, intent or substance of any provision of this Mortgage. Whenever the context requires or permits the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.



EXHIBIT "A"

Mortgagor: JT PETROLEUM, INC.

Address: 5680 Indianapolis Blvd, East Chicago, IN 46312

Description: THE FOLLOWING PROPERTY IN LAKE COUNTY, STATE OF INDIANA, TO WIT:

THE EAST 135.45 FEET (EXCEPT THE EAST 12 FEET THEREOF, TAKEN FOR THE WIDENNG OF INDIANAPOLIS BOULEVARD) OF THE FOLLOWING DESCRIBED PARCEL OF LAND: THE NORTH 45 FEET OF LOT 2, AND ALL OF LOTS 3, 4 AND 5 AS MARKED AND LAID DOWN ON THE RECORDED PLAT OF RIVERVIEW GARDENS, A SUBDIVISION OF EAST CHICAGO, IN LAKE COUNTY, INDIANA, AS THE SAME APPEARS IN PLAT BOOK 15, PAGE 18, IN LAKE COUNTY, INDIANA.

BEING the same property which by Quit-Claim Deed dated May 12, 2005 and recorded on May 18, 2005 in the land records of Lake County, Indiana in Instrument No. 2005040493 was granted and conveyed by Harinder Singh Toor to J.T. Petroleum, Inc., the within names Mortgagor.

