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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2012 069963

2012 OCT -5 AM 9:21

Return to:

MICHELLE H. FAJMAN
RECORDER

Petroleum & Franchise Funding LLC

33 Mill Plain Road

Danbury, CT 06811

Attention: _____

WHEN RECORDED RETURN TO
CHICAGO TITLE
COMMERCIAL DEPARTMENT
941 W MILHAM
PORTAGE, MI 49024

C&I
CTIC# 850572124 MDS

Property Nos 2079, 2080 and 2172, commonly known as
1601 Ridge Road, 4067 Broadway, and 1619 E 15th Avenue, all City of Gary, Lake County, Indiana

**AMENDED AND RESTATED COMMERCIAL MORTGAGE
ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING**

This AMENDED AND RESTATED COMMERCIAL MORTGAGE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING dated as of January 30, 2012 (the "Mortgage"), is executed by GSD PETROLEUM, LLC, a Wisconsin limited liability company, whose address is registered office address is 10908 W Mequon Road, Mequon, WI 53097 (the "Mortgagor"), to and for the benefit of PETROLEUM & FRANCHISE FUNDING, LLC, a Delaware limited liability company, whose address is 33 Mill Plain Road, Danbury CT 06811, its successors and assigns (the "Lender")

RECITALS

A Mortgagor is the fee owner of all of the real property located in the State of Indiana as is more fully described in Schedule 1 (each and collectively, the "Real Estate") pursuant to one or more deeds to the Real Estate and a certain Agreement for Purchase of Real Estate, Assumption of Secured Indebtedness and for Release of Debtors ("Purchase Agreement"), made by and between Lender, Borrowers and the Original Obligors, as in each case defined below, on approximately even date herewith, all in furtherance of the Order Confirming Debtors' First Amended Plan of Reorganization, dated July 15, 2011, entered by the United States Bankruptcy Court, ED Wisconsin, IN THE MATTERS OF BULK PETROLEUM CORPORATION ET AL, Case No. 09-21782-SVK-11, and the First Amended Plan of Reorganization approved therein (collectively, the "Plan of Reorganization")

B Pursuant to the Plan of Reorganization and Purchase Agreement

- (1) each parcel of the Real Estate is encumbered by the lien of an existing Mortgage described in Schedule 2 hereto (each, an "Original Mortgage") and which secures to Lender certain indebtedness of Bulk Petroleum Corporation, a Delaware Corporation, and the "Mortgagor"

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named in the Original Mortgage (collectively, the "Original Obligors") in the amount of Two Million Five Hundred Thousand Dollars (\$2,500,000 00) (the "Assumed Debt"), and,

- (2) Mortgagor, GSD Enterprises LLC, a Wisconsin limited liability company, Bulk Petroleum Corporation, a Wisconsin corporation, JT Petroleum, LLC, a Wisconsin limited liability company, RSD Petroleum, LLC, a Wisconsin limited liability company, RSD Enterprises LLC, a Wisconsin limited liability company, Darshan S Dahliwal, Debra Dahliwal, Gurpal S Dahliwal, Jaspal S Dahliwal, and Ranjit S Dahliwal, as joint and several borrowers (each and collectively, "Borrower"), have assumed the Assumed Debt and agreed to pay the Obligations, as defined below, upon the terms and conditions of the Loan Documents, which term, whenever used herein, shall have the meaning assigned in a certain Loan Agreement made by and between Lender and Borrower on even date herewith ("Loan Agreement")

C It is a condition to the effectiveness of the Loan Agreement that Mortgagor and Lender each execute, acknowledge and deliver this Mortgage as security for the Obligations, as defined below, it being intended and agreed that this Mortgage constitutes an amendment, restatement and replacement, but not a novation or satisfaction of the lien, of the Original Mortgage

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Lender agree that, effective upon the acceptance of this Mortgage by Lender, as conclusively signified by its execution and acknowledgment of the same hereinbelow, each Mortgage as is described in Schedule 1 attached to this Mortgage shall be amended and fully restated, as follows

The Mortgagor hereby mortgages and warrants to the Lender, its successors and assigns, and grants to the Lender, its successors and assigns, a security interest in, the following described property, rights and interests (referred to collectively herein as the "Premises")

- (a) The Real Estate,
- (b) All improvements of every nature whatsoever now or hereafter situated on the Real Estate, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing (the "Improvements"),
- (c) All easements, rights of way, gores of real estate, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way now or hereafter belonging, relating or appertaining to the Real Estate, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of the Mortgagor of, in and to the same,
- (d) All rents, revenues, issues, profits, proceeds, income, royalties, Letter of Credit Rights (as defined in the Uniform Commercial Code of the State of Indiana ("Code") in effect from time to time), escrows, security deposits, impounds, reserves, tax refunds and other rights to monies from the Premises and/or the businesses and operations conducted by the Mortgagor thereon,
- (e) All interest of the Mortgagor in all contracts for the sale of any of the Premises, and in all leases and rental agreements (including, without limitation, oil and gas leases and any specific lease(s) described in an attachment to this Mortgage), written or unwritten, now or hereafter demising the Premises in whole or in any part, and all amendments, modifications,

extensions, renewals, substitutions and replacements for any of the foregoing (each, a "Lease", and collectively, the "Leases"), together with all security therefor and monies payable thereunder,

(f) All fixtures Equipment, Furniture and similar articles of tangible personal property now or hereafter owned by the Mortgagor and located on or forming a part of or used in connection with the Real Estate or the Improvements, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, computer hardware and software used in the operation of the Premises, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, exercise equipment, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Real Estate or the Improvements in any manner, together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by the Mortgagor or on its behalf, it being mutually agreed that all of the aforesaid property owned by the Mortgagor and placed on the Real Estate or the Improvements, so far as permitted by law, shall be deemed to be fixtures, a part of the realty, and security for the Obligations, notwithstanding the agreement hereinabove expressed that certain articles of property form a part of the realty covered by this Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute Goods (as defined in the Code), this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in the Lender, as a Secured Party, and the Mortgagor, as Debtor, all in accordance with the Code,

(g) All of the Mortgagor's interests in General Intangibles, including Payment Intangibles and Software (each as defined in the Code) now owned or hereafter acquired and related to the Premises, including, without limitation, all of the Mortgagor's right, title and interest in and to (i) all agreements, licenses, permits and contracts to which the Mortgagor is or may become a party and which relate to the Premises, (ii) all obligations and indebtedness owed to the Mortgagor thereunder, (iii) all intellectual property related to the Premises, and (iv) all choses in action and causes of action relating to the Premises,

(h) All of the Mortgagor's accounts now owned or hereafter created or acquired as relate to the Premises and/or the businesses and operations conducted thereon, including, without limitation, all of the following now owned or hereafter created or acquired by the Mortgagor (i) Accounts (as defined in the Code), contract rights, book debts, notes, drafts, and other obligations or indebtedness owing to the Mortgagor arising from the sale, lease or exchange of goods or other property and/or the performance of services, (ii) the Mortgagor's rights in, to and under all purchase orders for goods, services or other property, (iii) the Mortgagor's rights to any goods, services or other property represented by any of the foregoing, (iv) monies due or to become due to the Mortgagor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of the Mortgagor), (v) Securities, Investment Property, Financial Assets and Securities Entitlements (each as defined in the Code), (vi) proceeds of any of the foregoing and all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing, and (vii) all warranties, guarantees, permits and licenses in favor of the Mortgagor with respect to the Premises, and

(i) All proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any

policies of insurance, maintained with respect to the Premises or proceeds of any sale, option or contract to sell the Premises or any portion thereof,

FOR THE PURPOSE OF SECURING TO LENDER THE FOLLOWING (collectively, the "Obligations")

- (A) a certain Mortgage Loan in the amount of Two Million Five Hundred Twenty-Four Thousand Four Hundred Eighty-One and 12/100 Dollars (\$2,524,481.12), made to Borrower by Lender for the purpose of restructuring the Assumed Debt and evidenced by the Mortgage Note provided for in the Loan Agreement, and any renewals or extensions thereof (the "Note"), and any and all additional indebtedness, liabilities and obligations of any and every kind and nature heretofore, now or hereafter owing from Borrower and/or Mortgagor to Lender, however incurred or evidenced, whether primary, secondary, contingent or otherwise, whether arising under this Mortgage or any other Loan Documents, by oral agreement or by operation of law, plus,
- (B) all protective advances, costs, expenses and reasonable attorneys' and paralegals' fees which may be made or incurred by the Lender in the administration or collection of such indebtedness, liabilities and obligations and the protection, maintenance and liquidation of the Real Estate or any other Collateral for such indebtedness, liabilities and obligations, including, without limitation, to cure a default by Mortgagor hereunder or for the expense of any litigation against Mortgagor hereunder or to prosecute or defend the rights and lien created hereby, and ANY FUTURE ADVANCES, made to the Borrower and/or the Mortgagor by the Lender which are secured by this Mortgage pursuant to the provisions hereof, all of which shall be paid by Mortgagor to Lender, together with interest thereon from date of payment at the default rate specified in the Note, all of which sums and the interest being immediately due and payable and secured by the lien hereby created as a part thereof and with its priority.

Mortgagor covenants that Borrower or Mortgagor will duly perform and observe all of the terms, covenants and conditions to be observed and performed by Borrower or Mortgagor under the Loan Documents and will pay the Obligations when due in accordance with the terms of this Assignment and the Loan Documents, all without relief from valuation and appraisal laws.

This Mortgage shall secure all indebtedness of Borrower or Mortgagor, and their respective successors and assigns, under the Loan Documents, whenever incurred, such indebtedness to be due at the times provided in the Loan Documents. Notice is hereby given that the indebtedness secured hereby may increase as a result of any defaults hereunder by Borrower or Mortgagor due to, for example, and without limitation, unpaid interest or late charges, unpaid taxes or insurance premiums occurring after the date of this Mortgage which Lender elects to advance, defaults under leases that Lender elects to cure, attorney fees or costs incurred in enforcing the Loan Documents or other expenses incurred by Lender in protecting the premises, the security of this Mortgage or Lender's rights and interests therein.

This Mortgage also constitutes

- (a) as more fully provided in Section 2, below, a present assignment of Leases and Rentals, and,
- (b) as more fully provided in Section 9, below,
 - (i) a Security Agreement, within the meaning of the Code, with respect to all Personal Property Collateral, and,
 - (ii) when duly recorded in the real property records for the Real Estate, a financing statement, within the meaning of the Code, with respect to any Personal Property Collateral as may be or become a fixture to any Real Estate within the purview of Section 9-1-502(c) of the Code.

IT IS FURTHER UNDERSTOOD AND AGREED THAT

1 Title Mortgagor represents, warrants and covenants that (a) Mortgagor is the holder of the fee simple title to the Premises, free and clear of all liens and encumbrances, except those liens and encumbrances in favor of the Lender and as otherwise described on Schedule 3 attached hereto and made a part hereof (the "Permitted Exceptions"), and (b) the Mortgagor has legal power and authority to mortgage and convey the Premises

2 Assignment of Rents and Leases As additional security for the Obligations and performance of the covenants and agreements set forth herein, Mortgagor hereby assigns to Lender, and grants Lender a security interest in, any and all Leases, and all rents, issues, income and profits derived from the use of the Premises or any portion thereof, whether due or to become due (including, if applicable, all revenues, rentals, rent equivalents, receipts, income and profits from guest rooms, meeting rooms, food and beverage facilities, vending machines, telephone systems, guest laundry and any other items of revenue, receipts and/or income as identified in the Uniform System of Accounts for the Lodging Industry, 9th Edition, Hospitality Financial and Technology Professionals (1996), as from time to time amended) These assignments shall run with the land and shall be good and valid against Mortgagor and all persons claiming by, under, or through Mortgagor from the date of recording of this Mortgage and shall continue to be operative during foreclosure or any other proceedings taken to enforce this Mortgage If any foreclosure sale results in a deficiency, the assignments shall continue as security during the foreclosure redemption period Mortgagor covenants with and warrants to Lender that as of the date of this Mortgage

(a) Each Lease is in full force and effect and there are no defaults existing thereunder, and

(b) Mortgagor has not, except as may be described in an attachment, if any, to this Mortgage (1) executed or granted any prior assignment, encumbrance, or security interest in any Lease or the rentals thereunder, (2) performed any acts or executed any other instruments or agreements which would limit or prevent Lender from obtaining the benefit of and exercising its rights conferred by this Mortgage, or (3) executed or granted any modification of any Lease, either orally or in writing

(c) As of the date of this Mortgage and for so long as any of the Obligations remains unpaid or unperformed

(i) Mortgagor shall promptly inform Lender of, assign, and deliver, any subsequent Lease of the Premises or any part thereof, and make, execute and deliver to the Lender, upon demand, any and all documents, agreements and instruments as may, in Lender's opinion, be necessary to protect the Lender's rights under this Mortgage, provided, that Mortgagor's failure to do so will not impair Lender's interest in or rights with respect to any subsequent Lease, nor in any way affect the applicability of this Mortgage to such Lease and the unpaid rents due or to become due thereunder

(ii) Mortgagor shall not, without the prior written consent of Lender (1) cancel or accept surrender of a Lease, (2) modify or alter a Lease in any way, either orally or in writing, (3) reduce the amount of or postpone payment of any Lease rents, (4) consent to any assignment of the lessee's interest in a Lease, or any subletting thereunder, (5) collect or accept payment of rents under a Lease for more than one (1) month in advance, (6) make any other assignment, pledge, encumbrance, or other disposition of a Lease or any Lease rents, issues, income or profits

(d) Mortgagor shall perform and discharge each and every obligation, covenant, and agreement required to be performed by the landlord under any Lease and should Mortgagor fail to do so the Lender, at Lender's sole option and without releasing Mortgagor from any such

obligation, may make or do the same in such manner and to such extent as the Lender deems necessary to protect its rights and interests under this Mortgage. Any and all costs, expenses and sums paid by the Lender in performing under any Lease, including reasonable attorney fees, shall be added to the Obligations secured by this Mortgage. This assignment of rents is given as collateral security only and will not be construed as obligating Lender to perform any of the covenants or undertakings required to be performed by Mortgagor under any Lease.

3 Maintenance, Repair, Restoration, Prior Liens, Parking Mortgagor covenants that, so long as any portion of the Obligations remains unpaid, Mortgagor will (a) promptly repair, restore or rebuild any Improvements now or hereafter on the Premises which may become damaged or be destroyed to a condition substantially similar to the condition immediately prior to such damage or destruction, whether or not proceeds of insurance are available or sufficient for the purpose, (b) keep the Premises in good condition and repair, without waste, and free from construction or like liens or claims or other liens or claims for lien (subject to the Mortgagor's right to contest liens as permitted by the terms hereof), (c) pay when due any indebtedness which may be secured by a permitted lien or charge on the Premises, and upon request furnish satisfactory evidence of the discharge of such lien to the Lender (subject to Mortgagor's right to contest liens as permitted by the terms of hereof), (d) comply with all requirements of law, municipal ordinances or restrictions and covenants of record with respect to the Premises and the use thereof, (e) obtain and maintain in full force and effect, and abide by and satisfy the material terms and conditions of, all material permits, licenses, registrations and other authorizations with or granted by any governmental authorities that may be required from time to time with respect to the performance of its obligations under this Mortgage, (f) make no material alterations in the Premises or demolish any portion of the Premises without Lender's prior written consent, except as required by law or municipal ordinance, (g) suffer or permit no change in the use or general nature of the occupancy of the Premises, without Lender's prior written consent, (h) not initiate or acquiesce in any zoning reclassification with respect to the Premises, without Lender's prior written consent, (i) provide and thereafter maintain adequate parking areas within the Premises as may be required by law, ordinance or regulation (whichever may be greater), together with any sidewalks, aisles, streets, driveways and sidewalk cuts and sufficient paved areas for ingress, egress and right-of-way to and from the adjacent public thoroughfares necessary or desirable for the use thereof, and (j) comply, and cause the Premises at all times to be operated in compliance, with all applicable federal, state, local and municipal environmental, health and safety laws, statutes, ordinances, rules and regulations.

4 Payment of Taxes and Assessments Mortgagor will pay when due and before any penalty attaches, all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever (all herein generally called "Taxes"), whether or not assessed against Mortgagor, if applicable to the Premises or any interest therein, or the Obligations, or any obligation or agreement secured hereby, subject to Mortgagor's right to contest the same, as provided by the terms hereof, and the Mortgagor will, upon written request, furnish to Lender duplicate receipts therefor within ten (10) days after Lender's request. If requested by Lender, Mortgagor shall deposit with Lender monthly such amounts as are estimated by Lender to be sufficient to establish a fund from which to pay in full each installment of annual Taxes for the current calendar year as it becomes due. Such deposits will be held without any allowance of interest and are to be used for the payment of Taxes next due and payable when they become due. So long as no Event of Default shall exist, Lender shall, at its option, pay such Taxes when the same become due and payable (upon submission of appropriate bills therefor from Mortgagor) or shall release sufficient funds to Mortgagor for the payment thereof. If the funds so deposited are insufficient to pay any such Taxes for any year (or installments thereof, as applicable) when the same shall become due and payable, Mortgagor shall, within ten (10) days after receipt of written demand therefor, deposit additional funds as may be necessary to pay such Taxes in full. If the funds so deposited exceed the amount required to pay such Taxes for any year, the excess shall be applied toward subsequent deposits. Said deposits need not be kept separate and apart from any other funds of Lender. Lender, in making any payment hereby authorized relating to Taxes, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the

validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof. Upon an Event of Default, Lender may, at its option, apply any monies at the time on deposit to cure an Event of Default or to pay any of the Obligations in such order and manner as Lender may elect. If such deposits are used to cure an Event of Default or pay any of the Obligations, Mortgagor shall immediately, upon demand by Lender, deposit with Lender an amount equal to the amount expended by Mortgagor from the deposits. When the Obligations have been fully paid, any remaining deposits shall be returned to Mortgagor. Such deposits are hereby pledged as additional security for the Obligations and shall not be subject to the direction or control of Mortgagor. Lender shall not be liable for any failure to apply to the payment of Taxes any amount so deposited unless Mortgagor, prior to an Event of Default, shall have requested Lender in writing to make application of such funds to the payment of such amounts, accompanied by the bills for such Taxes. Lender shall not be liable for any act or omission taken in good faith or pursuant to the instruction of any party.

5 Insurance Mortgagor at all times shall keep all buildings, improvements, fixtures and articles of personal property now or hereafter situated on the Premises insured against loss or damage by fire and such other hazards as may reasonably be required by Lender, in accordance with Lender's current insurance requirements, and such other insurance as Lender from time to time may reasonably require.

(a) Unless Mortgagor provides the Lender evidence of the insurance coverages required hereunder, Lender may purchase insurance at Mortgagor's expense to cover Lender's interest in the Premises. The insurance may, but need not, protect Mortgagor's interest. The coverages that Lender purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Premises. Mortgagor may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Mortgagor has obtained insurance as required by this Mortgage. If Lender purchases insurance for the Premises, Mortgagor will be responsible for the costs of such insurance, including, without limitation, interest and any other charges which Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Obligations. The cost of the insurance may be more than the cost of insurance Mortgagor may be able to obtain on its own.

(b) Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder unless Lender is included thereon as the loss payee or an additional insured as applicable, under a standard mortgage clause acceptable to Lender and such separate insurance is otherwise acceptable to Lender.

(c) In the event of loss, Mortgagor shall give prompt notice thereof to Lender, who, if such loss exceeds an amount equal to ten percent (10.00%) of the Obligations (the "Threshold"), shall have the sole and absolute right to make proof of loss. If such loss exceeds the Threshold or if such loss is equal to or less than the Threshold and the conditions set forth in clauses (i), (ii) and (iii) of the immediately succeeding subsection are not satisfied, then Lender, solely and directly shall receive such payment for loss from each insurance company concerned. If and only if (i) such loss is equal to or less than the Threshold, (ii) no Event of Default or event that with the passage of time, the giving of notice or both would constitute an Event of Default then exists, (iii) Lender determines that the work required to complete the repair or restoration of the Premises necessitated by such loss can be completed no later than the maturity date of the earliest maturing Obligation, and (iv) the total of the insurance proceeds and such additional amounts placed on deposit with Lender by Mortgagor for the specific purpose of rebuilding or restoring the Improvements equals or exceeds, in the sole and absolute discretion of Lender, the reasonable costs of such rebuilding or restoration, then Lender shall endorse to Mortgagor any such payment and Mortgagor may collect such payment directly. Lender shall have the right, at its option and in its sole discretion, to apply any insurance proceeds received by Lender pursuant to the terms of this section, after the payment of all of Lender's expenses, either (i) on account of the

Obligations, irrespective of whether such principal balance is then due and payable, whereupon Lender may declare the whole of the balance of Obligations to be due and payable, or (ii) to the restoration or repair of the property damaged as provided in subsection (d) below, provided, however, that Lender hereby agrees to permit the application of such proceeds to the restoration or repair of the damaged property, subject to the provisions of subsection (d) below, if (i) Lender has received satisfactory evidence that such restoration or repair shall be completed no later than the maturity date of the earliest maturing Obligation, and (ii) no Event of Default, or event that with the passage of time, the giving of notice or both would constitute an Event of Default, then exists. If insurance proceeds are made available to Mortgagor by Lender as hereinafter provided, Mortgagor shall repair, restore or rebuild the damaged or destroyed portion of the Premises so that the condition and value of the Premises are substantially the same as the condition and value of the Premises prior to being damaged or destroyed. Any insurance proceeds applied on account of the unpaid principal balance of the Obligations shall be subject to any prepayment premium provided for in the Loan Documents. In the event of foreclosure of this Mortgage, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser at the foreclosure sale.

(d) If insurance proceeds are made available by Lender to Mortgagor, Mortgagor shall comply with the following conditions:

(i) Before commencing to repair, restore or rebuild following damage to, or destruction of, all or a portion of the Premises, whether by fire or other casualty, Mortgagor shall obtain from Lender its approval of all site and building plans and specifications pertaining to such repair, restoration or rebuilding.

(ii) Prior to each payment or application of any insurance proceeds to the repair or restoration of the improvements upon the Premises, Lender shall be satisfied as to the following:

(A) either such improvements have been fully restored, or the expenditure of money as may be received from such insurance proceeds will be sufficient to repair, restore or rebuild the Premises, free and clear of all liens, claims and encumbrances, except the lien of this Mortgage and the Permitted Exceptions, or, if such insurance proceeds shall be insufficient to repair, restore and rebuild the Premises, Mortgagor has deposited with Lender such amount of money which, together with the insurance proceeds shall be sufficient to restore, repair and rebuild the Premises, and

(B) prior to each disbursement of any such proceeds, Lender shall be furnished with a statement of Lender's architect (the cost of which shall be borne by Mortgagor), certifying the extent of the repair and restoration completed to the date thereof, and that such repairs, restoration, and rebuilding have been performed to date in conformity with the plans and specifications approved by Lender and with all statutes, regulations or ordinances (including building and zoning ordinances) affecting the Premises, and Lender shall be furnished with appropriate evidence of payment for labor or materials furnished to the Premises, and total or partial lien waivers substantiating such payments.

(iii) If Mortgagor fails to restore, repair or rebuild the Improvements within a time deemed satisfactory by Lender, then Lender, at its option, may (A) commence and perform all necessary acts to restore, repair or rebuild the said Improvements for or on behalf of Mortgagor, or (B) declare an Event of Default. If insurance proceeds shall exceed the amount necessary to complete the repair, restoration or rebuilding of the Improvements, such excess shall be applied on account of the Obligations irrespective of whether any such Obligation is then due and payable without payment of any premium or penalty.

6 Condemnation If all or any part of the Premises are damaged, taken or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the remaining unpaid Obligations, is hereby assigned to Lender, who is empowered to collect and receive the same and to give proper receipts therefor in the name of Mortgagor and the same shall be paid forthwith to Lender. Such award or monies shall be applied on account of the Obligations, irrespective of whether any such Obligation is then due and payable and, at any time from and after the taking Lender may declare the whole of the balance of the Obligations to be due and payable. Notwithstanding the provisions of this section to the contrary, if any condemnation or taking of less than the entire Premises occurs and provided that no Event of Default and no event or circumstance which with the passage of time, the giving of notice or both would constitute an Event of Default then exists, and if such partial condemnation, in the reasonable discretion of Lender, has no material adverse effect on the operation or value of the Premises, then the award or payment for such taking or consideration for damages resulting therefrom may be collected and received by Mortgagor, and Lender hereby agrees that in such event it shall not declare the Obligations to be due and payable, if not otherwise then due and payable.

7 Taxation If, by the laws of the United States of America, or of any state or political subdivision having jurisdiction over Mortgagor, any tax is due or becomes due in respect of the execution and delivery of this Mortgage or any of the other Loan Documents, Mortgagor shall pay such tax in the manner required by any such law. Mortgagor further agrees to reimburse Lender for any sums which Lender may expend by reason of the imposition of any such tax. Notwithstanding the foregoing, Mortgagor shall not be required to pay any income or franchise taxes of Lender. If any law is enacted after the date hereof requiring (a) the deduction of any lien on the Premises from the value thereof for the purpose of taxation or (b) the imposition upon Lender of the payment of the whole or any part of the Taxes, charges or liens herein required to be paid by Mortgagor, or (c) a change in the method of taxation of mortgages or debts secured by mortgages or Lender's interest in the Premises, or the manner of collection of taxes, so as to affect this Mortgage or the Obligations or the holders thereof, then Mortgagor, upon demand by Lender, shall pay such Taxes or charges, or reimburse Lender therefor, provided, however, that Mortgagor shall not be deemed to be required to pay any income or franchise taxes of Lender. Notwithstanding the foregoing, if in the opinion of counsel for Lender, it is or may be unlawful to require Mortgagor to make such payment or the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then Lender may declare all of the Obligations to be immediately due and payable.

8 Lender's Performance of Defaulted Acts and Expenses Incurred by Lender If an Event of Default has occurred, Lender may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient by Lender, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or consent to any tax or assessment or cure any default of Mortgagor in any lease of the Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other monies advanced by Lender in regard to any tax provided for herein or to protect the Premises or the lien hereof, shall be so much additional Obligations, and shall become immediately due and payable by Mortgagor to Lender, upon demand, and with interest thereon accruing from the date of such demand until paid at the highest rate provided in the Loan Documents. In addition to the foregoing, any costs, expenses and fees, including reasonable attorneys' fees, incurred by Lender in connection with (a) sustaining the lien of this Mortgage or its priority, (b) protecting or enforcing any of Lender's rights hereunder, (c) recovering any Obligations, (d) any litigation or proceedings affecting the Note, this Mortgage, any of the other Loan Documents or the Premises, including without limitation, bankruptcy and probate proceedings, or (e) preparing for the commencement, defense or participation in any threatened litigation or proceedings affecting the Note, this Mortgage, any of the other Loan Documents or the Premises, with interest thereon accruing from the date of such demand until paid at the highest rate provided in the Loan Documents,

shall be so much additional Obligations, and shall become immediately due and payable by Mortgagor to Lender, upon demand. Should any amount paid out or advanced by Lender hereunder, or pursuant to any agreement executed by Mortgagor in connection with the Mortgage Loan, be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any lien or encumbrance upon the Premises or any part thereof, then Lender shall be subrogated to any and all rights, equal or superior titles, liens and equities, owned or claimed by any owner or holder of said outstanding liens, charges and indebtedness, regardless of whether said liens, charges and indebtedness are acquired by assignment or have been released of record by the holder thereof upon payment.

9 Security Agreement Mortgagor and Lender agree that this Mortgage shall constitute a security agreement within the meaning of the Code with respect to all property described herein in which a security interest can be granted under Chapter 9.1 of the Code (the "Personal Property", all of the Personal Property and the replacements, substitutions and additions thereto and the proceeds thereof being sometimes hereinafter collectively referred to as "Collateral"), and that a security interest in and to the Collateral is hereby granted to Lender to secure payment of the Obligations.

(a) The only persons having any interest in the Collateral are Mortgagor, Lender and the holders of interests, if any, expressly permitted hereby.

(b) No Financing Statement (other than Financing Statements showing Lender as the sole secured party, or with respect to liens or encumbrances, if any, expressly permitted hereby) covering any of the Collateral or any proceeds thereof is on file in any public office except pursuant hereto. Mortgagor, at its own cost and expense, upon demand, will furnish to Lender such further information and will execute and deliver to Lender such financing statements and other documents in form satisfactory to Lender and will do all such acts as Lender may request at any time or from time to time or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Obligations, subject to no other liens or encumbrances, other than liens or encumbrances benefiting Lender and liens and encumbrances (if any) expressly permitted hereby. Mortgagor will pay the cost of filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by Lender to be desirable. Mortgagor hereby irrevocably authorizes Lender at any time, and from time to time, to file in any jurisdiction any initial financing statements and amendments thereto, without the signature of Mortgagor covering the Collateral and containing such information as is required by Section 5 of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed.

(c) Upon an Event of Default hereunder, Lender shall have the remedies of a secured party under the Code, including, without limitation, the right to take immediate and exclusive possession of the Collateral. Lender will give Mortgagor at least ten (10) days notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified United States mail or equivalent, postage prepaid, to the address of Mortgagor hereinafter set forth at least ten (10) days before the time of the sale or disposition. Any such sale may be held in conjunction with any foreclosure sale of the Premises. If Lender so elects, the Premises and the Collateral may be sold as one lot. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling and the reasonable attorneys' fees and legal expenses incurred by Lender, shall be applied against the Obligations in such order or manner as Lender shall select. Lender will account to Mortgagor for any surplus realized on such disposition.

(d) The terms and provisions contained in this section, unless the context otherwise requires, shall have the meanings and be construed as provided in the Code.

(e) This Mortgage is intended to be a financing statement within the purview of Chapter 9 1, Section 502(c) of the Code with respect to the Collateral and the goods described herein, which goods are or may become fixtures relating to the Premises

10 Restrictions on Transfer Mortgagor, without the prior written consent of Lender, shall not effect, suffer or permit any Prohibited Transfer (as defined herein)

(a) Any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the foregoing) of any of the following properties or interests shall constitute a "Prohibited Transfer"

(i) The Premises or any part thereof or interest therein, excepting only sales or other dispositions of Collateral no longer useful in connection with the operation of the Premises ("Obsolete Collateral"), provided that prior to the sale or other disposition thereof, such Obsolete Collateral has been replaced by Collateral of at least equal value and utility which is subject to the lien hereof with the same priority as with respect to the Obsolete Collateral,

(ii) Ownership or control of Mortgagor,

in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, provided, however, that the foregoing provisions of this section shall not apply (i) to the lien of current taxes and assessments not in default, or (ii) to leases permitted by the terms of the Loan Documents, if any

(b) In determining whether or not to make the loan secured by this Mortgage, Lender evaluated the background and experience of Mortgagor in owning and operating property such as the Premises, found it acceptable and relied and continues to rely upon same as the means of maintaining the value of the Premises which is Lender's security for the Obligations. Mortgagor further recognizes that any secondary junior financing placed upon the Premises (i) may divert funds which would otherwise be used to pay the Obligations, (ii) could result in acceleration and foreclosure by any such junior encumbrancer which would force Lender to take measures and incur expenses to protect its security, (iii) would detract from the value of the Premises should Lender come into possession thereof with the intention of selling same, and (iv) would impair Lender's right to accept a deed in lieu of foreclosure, as a foreclosure by Lender would be necessary to clear the title to the Premises. In accordance with the foregoing and for the purposes of (a) protecting Lender's security, both of repayment and of value of the Premises, (b) giving Lender the full benefit of its bargain and contract with Mortgagor, and (c) keeping the Premises free of subordinate financing liens, Mortgagor agrees that if this section is deemed a restraint on alienation, that it is a reasonable one

11 Events of Default, Foreclosure, Expense of Litigation If an event of default, as defined in the Loan Documents, shall occur under the Obligations (an "Event of Default"), the Lender may, at its option, declare the whole of the Obligations to be immediately due and payable without further notice to Mortgagor. When all or any part of the Obligations shall become due, whether by acceleration or otherwise, Lender shall have the right to judicially foreclose this Mortgage and/or exercise any right, power or remedy provided in this Mortgage or any of the other Loan Documents. In the event of a foreclosure sale, Lender is hereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the purchaser at such sale or to take such other steps as Lender may deem advisable to cause the interest of such purchaser to be protected by any of such insurance policies

Mortgagor agrees to pay all of Lender's costs and expenses, including reasonable attorney fees, which shall be added to the Obligations secured by this Mortgage. At any foreclosure sale, Mortgagor agrees that in its foreclosure sale bid price Lender shall be allowed to deduct from the appraised value of the

Premises (i) a brokerage commission of not more than seven percent (7%) of the Premises value, (ii) the unpaid balance of any mortgage or other liens which have priority over the lien of this Mortgage, and (iii) the sum of all unpaid property taxes and assessments and insurance premiums due and to become due on the Premises through the date upon which the foreclosure redemption period shall expire. Any foreclosure sale may, at the sole option of Lender, be made en masse or in parcels, any law to the contrary notwithstanding, and Mortgagor hereby knowingly, voluntarily and intelligently waives any right to require any such foreclosure sale to be made in parcels or any right to select which parcels shall be sold. The proceeds of any foreclosure sale shall be applied, as Lender elects, to the payment of Lender's collection and other expenses, including reasonable attorney fees, and/or payment of the Obligations, with the surplus, if any, to Mortgagor or Mortgagor's successor in interest. Commencement of proceedings to foreclose this Mortgage in any manner authorized by law shall be deemed an exercise of Lender's option to accelerate the Obligations. After the date upon which the maturity of the Obligations secured by this Mortgage has been accelerated, Lender acceptance of any amount(s) paid by Mortgagor less than the full unpaid principal balance of the Obligations plus accrued interest, late charges and Lender's costs and expenses in this Mortgage described, shall not waive the default or acceleration, but shall only be credited upon the unpaid balance of the Obligations unless Lender specifically agrees in writing to waive any such default and/or acceleration.

Lender may procure mortgage foreclosure or title reports. Mortgagor covenants to pay forthwith to Lender all sums paid for such purposes with interest at the highest rate applicable to the Obligations, and such sums and the interest thereon shall constitute a further lien upon the Premises. Lender may also procure appraisals, environmental audits and such other investigations or analyses of the Premises as Lender may determine to be required by regulatory or accounting rules, procedures or practices or to otherwise be prudent or necessary. Mortgagor shall grant Lender free and unrestricted access to the Premises for such purposes. Mortgagor covenants to pay forthwith to Lender all sums paid for such purposes with interest at the highest rate applicable to the Obligations, and such sums and the interest thereon shall constitute a further lien upon the Premises.

12 Appointment of Receiver In conjunction with any foreclosure of this Mortgage, Lender shall be entitled to seek the appointment of a receiver for the Premises in accordance with applicable law. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the value of the Premises or whether the same shall be then occupied as a homestead or not and Lender hereunder or any other holder of the Note may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises (i) during the pendency of such foreclosure, (ii) in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, and (iii) during any further times when Mortgagor, but for the intervention of such receiver, would be entitled to collect such rents, issues and profits. Such receiver also shall have all other powers and rights that may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during said period, including, to the extent permitted by law, the right to lease all or any portion of the Premises for a term that extends beyond the time of such receiver's possession without obtaining prior court approval of such lease. The court from time to time may authorize the application of the net income received by the receiver in payment of (a) the Obligations, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale, and (b) any deficiency upon a sale and deficiency.

13 Lender's Right of Possession in Case of Default At any time after an Event of Default has occurred, Mortgagor shall, upon demand of Lender, surrender to Lender possession of the Premises. Lender, in its discretion, may, with process of law, enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers and accounts relating thereto, and may exclude Mortgagor and its employees, agents or servants therefrom, and Lender may then hold, operate, manage and control the Premises, either personally or by its agents. Lender shall have full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Premises,

including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent. Without limiting the generality of the foregoing, Lender shall have full power to (a) cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same, (b) elect to disaffirm any lease or sublease which is then subordinate to the lien hereof, (c) extend or modify any then existing leases and to enter into new leases, which extensions, modifications and leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the Scheduled Maturity Date under the Note and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Obligations, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser, (d) make any repairs, renewals, replacements, alterations, additions, betterments and improvements to the Premises as Lender deems are necessary, (e) insure and reinsure the Premises and all risks incidental to Lender's possession, operation and management thereof.

14 Waste Mortgagor's failure, refusal or neglect to pay any taxes or assessments levied against the Premises before the date any penalty for untimely payment is incurred, or any insurance premiums due after the date of this Mortgage upon policies of insurance covering the Premises, will constitute waste, and Lender shall have a right to appointment of a receiver of the Premises and of the rents and income from the Premises, with such powers as the Court making such appointment confers. Mortgagor hereby irrevocably consents to such appointment in such event, and agrees that Lender's costs and expenses, including reasonable attorney fees, incurred in such proceeding shall be added to the Obligations secured by this Mortgage. Payment by Lender for and on behalf of Mortgagor of any delinquent taxes, assessments, or insurance premiums payable by Mortgagor under the terms of this Mortgage will not cure the default herein described nor in any manner impair the Lender's right to appointment of a receiver as set forth herein.

15 Rights Cumulative Each right, power and remedy herein conferred upon Lender is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing under any of the Loan Documents or at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by Lender, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy, and no delay or omission of Lender in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any Event of Default or acquiescence therein.

16 Lender's Right of Inspection Lender and its representatives shall have the right to inspect the Premises and the books and records with respect thereto at all reasonable times upon not less than twenty four (24) hours prior notice to Mortgagor, and access thereto, subject to the rights of tenants in possession, shall be permitted for that purpose.

17 Notices Any notices, communications and waivers under this Mortgage shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed to Mortgagor or Lender at the address shown for each party, respectively, in the first paragraph of this Mortgage or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this section shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

18 Contests Notwithstanding anything to the contrary herein contained, Mortgagor shall have the right to contest by appropriate legal proceedings diligently prosecuted any Taxes imposed or assessed upon the Premises or which may be or become a lien thereon and any construction or other liens or claims for lien upon the Premises (each, a "Contested Lien"), and no Contested Lien shall constitute an Event of Default hereunder, if, but only if

(a) Mortgagor shall forthwith give notice of any Contested Lien to Lender at the time the same shall be asserted,

(b) Mortgagor shall either pay under protest or deposit with Lender the full amount (the "Lien Amount") of such Contested Lien, together with such amount as Lender may reasonably estimate as interest or penalties which might arise during the period of contest, provided that in lieu of such payment Mortgagor may furnish to Lender a bond or title indemnity in such amount and form, and issued by a bond or title insuring company, as may be satisfactory to Lender

19 Further Instruments Upon request of Lender, Mortgagor shall execute, acknowledge and deliver all such additional instruments and further assurances of title and shall do or cause to be done all such further acts and things as may reasonably be necessary fully to effectuate the intent of this Mortgage and the other Loan Documents

20 Indemnity Mortgagor hereby covenants and agrees that no liability shall be asserted or enforced against Lender in the exercise of the rights and powers granted to Lender in this Mortgage, and Mortgagor hereby expressly waives and releases any such liability, except to the extent resulting from the gross negligence or willful misconduct of Lender. Mortgagor shall indemnify and save Lender harmless from and against any and all liabilities, obligations, losses, damages, claims, costs and expenses, including reasonable attorneys' fees and court costs (collectively, "Claims"), of whatever kind or nature which may be imposed on, incurred by or asserted against Lender at any time by any third party which relate to or arise from (a) any suit or proceeding (including probate and bankruptcy proceedings), or the threat thereof, in or to which Lender may or does become a party, either as plaintiff or as a defendant, by reason of this Mortgage or for the purpose of protecting the lien of this Mortgage, (b) the offer for sale or sale of all or any portion of the Premises, and (c) the ownership, leasing, use, operation or maintenance of the Premises, if such Claims relate to or arise from actions taken prior to the surrender of possession of the Premises to Lender in accordance with the terms of this Mortgage, provided, however, that Mortgagor shall not be obligated to indemnify or hold Lender harmless from and against any Claims directly arising from the gross negligence or willful misconduct of Lender. All costs provided for herein and paid for by Lender shall be so much additional Obligations and shall become immediately due and payable upon demand by Lender and with interest thereon from the date incurred by Lender until paid at the highest rate provided in the Loan Documents

21 Environmental Representations, Warranties, Covenants and Indemnification Mortgagor represents and warrants to Lender that, excepting only such matters and conditions affecting the Premises (including, without limitation, any existing continuing release or migration on, from or across the Premises, without increase in quantity or rate of flow) as exist on the date of this Mortgage (but only to the extent not added to or otherwise increased or worsened after the date of this Mortgage by any action or inaction of Mortgagor or any other Person) (collectively, "Existing Conditions") (a) neither the Premises nor the operations of Mortgagor or any tenant operating the Premises are in violation of any Environmental Law or any permit or authorization issued pursuant thereto, and (b) no Hazardous Substances have been released on or from the Premises in violation of any Environmental Laws. Mortgagor covenants and agrees to at all times strictly observe and promptly comply with all Environmental Laws and, except as they may arise from any Existing Conditions, shall keep the Premises free and clear of all liens and other encumbrances imposed pursuant to any Environmental Laws ("Environmental Liens") With the exception of Existing Conditions, Mortgagor shall promptly notify Lender in writing if Mortgagor knows, suspects or believes there is or are (a) any Hazardous Substances,

other than those used by Mortgagor or tenants under leases at the Premises in the ordinary course of their businesses and in compliance with all Environmental Laws, present on the Premises, (b) any release of Hazardous Substances in, on, under, from or migrating towards the Premises, (c) any non-compliance with Environmental Laws related in any way to the Premises, (d) any actual or potential Environmental Liens, (e) any investigation or action or claim, whether threatened or pending, by any governmental agency or third party pertaining to the Release of Hazardous Substances in, on, under, from, or migrating towards the Premises. Mortgagor agrees to allow Lender or its agent access to the Premises to confirm Mortgagor's compliance with all Environmental Laws, or to inspect any Existing Condition, and Lender may at any time hire, an environmental consultant to inspect, test and audit the Premises and advise Lender concerning Mortgagor's compliance with Environmental Laws. Any costs paid by Lender for any New Release, as defined in the Loan Agreement, or any other violation of Environmental Laws occurring after the date of this Agreement (but not any Existing Condition) shall be added to the Obligations secured by this Mortgage. Mortgagor agrees to indemnify and hold Lender harmless from any and all losses, costs, suits, harm, liability, and damages of any and every kind, including reasonable attorney fees, which result from or are related to any violation(s) by Mortgagor of any Environmental Laws, and agrees that such indemnity shall survive the foreclosure or discharge of this Mortgage and shall continue so long as Lender has any interest in or liability for the Premises. "Environmental Laws" shall mean any and all federal, state and local laws (whether under common law, statute, rule, regulation or otherwise), requirements under permits or other authorizations issued with respect thereto, and other orders, decrees, judgments, directives or other requirements of any governmental authority relating to or imposing liability or standards of conduct (including disclosure or notification) concerning protection of human health or the environment or Hazardous Substances or any activity involving Hazardous Substances, all as previously and in the future to be amended. "Hazardous Substance" shall mean, but is not limited to, any substance, chemical, material or waste (a) the presence of which causes a nuisance or trespass of any kind, (b) which is regulated by any federal, state or local governmental authority because of its toxic, flammable, corrosive, reactive, carcinogenic, mutagenic, infectious, radioactive, or other hazardous property or because of its effect on the environment, natural resources or human health and safety, including, but not limited to, petroleum and petroleum products, asbestos-containing materials, polychlorinated biphenyls, lead and lead-based paint, radon, radioactive materials, flammables and explosives, or (c) which is designated, classified, or regulated as being a hazardous or toxic substance, material, pollutant, waste (or a similar such designation) under any federal, state or local law, regulation or ordinance, including under any Environmental Law such as the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. §9601 *et seq.*), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. §11001 *et seq.*), the Hazardous Substances Transportation Act (49 U.S.C. §1801 *et seq.*), or the Clean Air Act (42 U.S.C. §7401 *et seq.*)

22 Miscellaneous

(a) Successors and Assigns This Mortgage and all provisions hereof shall be binding upon and enforceable against Mortgagor and its successors and assigns. This Mortgage and all provisions hereof shall inure to the benefit of Lender, its successors and assigns, and any holder or holders, from time to time, of any of the Obligations.

(b) Invalidity of Provisions, Governing Law In the event that any provision of this Mortgage is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Mortgagor and Lender shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Mortgage and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect. This Mortgage is to be construed in accordance with and governed by the laws of the State of Indiana.

(c) Municipal Requirements Mortgagor shall not by act or omission permit any building or other improvement on premises not subject to the lien of this Mortgage to rely on the

Premises or any part thereof or any interest therein to fulfill any municipal or governmental requirement, and Mortgagor hereby assigns to Lender any and all rights to give consent for all or any portion of the Premises or any interest therein to be so used. Similarly, no building or other improvement on the Premises shall rely on any premises not subject to the lien of this Mortgage or any interest therein to fulfill any governmental or municipal requirement. Any act or omission by Mortgagor which would result in a violation of any of the provisions of this subsection shall be void.

(d) Option of Lender to Subordinate At the option of Lender, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any condemnation or eminent domain award) to any and all leases of all or any part of the Premises upon the execution by Lender of a unilateral declaration to that effect and the recording thereof in the Office of the Register of Deeds in and for the county wherein the Premises are situated.

(e) Mortgagee-in-Possession Nothing herein contained shall be construed as constituting Lender a mortgagee-in-possession in the absence of the actual taking of possession of the Premises by Lender pursuant to this Mortgage.

(f) Relationship of Lender and Mortgagor In no event shall Lender be construed for any purpose to be a partner, joint venturer, agent or associate of Mortgagor or of any lessee, operator, concessionaire or licensee of Mortgagor in the conduct of their respective businesses, and, without limiting the foregoing, Lender shall not be deemed to be such partner, joint venturer, agent or associate on account of Lender becoming a mortgagee-in-possession or exercising any rights pursuant to this Mortgage, any of the other Loan Documents, or otherwise. The relationship of Mortgagor and Lender hereunder is solely that of debtor/creditor.

(g) Time of the Essence Time is of the essence of the payment by Mortgagor of all amounts due and owing to Lender under the Loan Documents and the performance and observance by Mortgagor of all terms, conditions, obligations and agreements contained in this Mortgage and the other Loan Documents.

(h) No Merger The parties hereto intend that the Mortgage and the lien hereof shall not merge in fee simple title to the Premises, and if Lender acquires any additional or other interest in or to the Premises or the ownership thereof, then, unless a contrary intent is manifested by Lender as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title and this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

(i) Governing Law. THIS MORTGAGE SHALL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HEREUNDER DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE REAL ESTATE IS LOCATED, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW.

(j) CONSENT TO JURISDICTION AND VENUE. AS INDUCEMENT TO LENDER FOR THE OBLIGATIONS, MORTGAGOR IRREVOCABLY AGREES THAT, SUBJECT TO LENDER'S SOLE AND ABSOLUTE ELECTION, ALL IN REM ACTIONS OR PROCEEDINGS THAT IN ANY WAY ARISE OUT OF OR RELATE TO THE FORECLOSURE OF THIS MORTGAGE WILL BE LITIGATED IN ANY COURT OF APPROPRIATE JURISDICTION WITH SITUS IN THE COUNTY IN WHICH THE REAL ESTATE IS LOCATED. MORTGAGOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION AND VENUE OF EVERY SUCH CIRCUIT COURT, WAIVES PERSONAL SERVICE OF PROCESS UPON MORTGAGOR, AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL DIRECTED TO MORTGAGOR AT THE ADDRESS STATED HEREIN, AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT.

(k) **WAIVER OF JURY TRIAL. MORTGAGOR AND LENDER (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS MORTGAGE OR ANY OTHER LOAN DOCUMENT, INCLUDING, WITHOUT LIMITATION, ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION THEREWITH, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. MORTGAGOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST LENDER OR ANY OTHER PERSON INDEMNIFIED UNDER THIS MORTGAGE ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.**

(l) **Complete Agreement** This Mortgage and the other Loan Documents constitute the complete agreement between the parties with respect to the subject matter hereof and the Loan Documents may not be modified, altered or amended except by an agreement in writing signed by both Mortgagor and Lender

23 **Borrower Right to Obtain Partial Release of Mortgage** Borrower shall have the right at any time to cause Lender to release Lender's lien upon the Premises as pertain to any parcel of the Real Estate upon receipt by Lender of a payment in immediately available funds of the Release Price for that parcel of Real Estate, as provided in Schedule 1 hereto, and no such release shall trigger the "due on sale" clause of this or any other Mortgage

IN WITNESS WHEREOF, Mortgagor and Lender each has executed, acknowledged and delivered this Mortgage as of the day and year first above written

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!


Mortgagor:
GSD PETROLEUM, LLC
a Wisconsin limited liability company

By _____
Name Gurpal S. Dahliwal
Title Member

Lender:
PETROLEUM & FRANCHISE FUNDING LLC
a Delaware limited liability company

By _____
Name E. J. SHRANKO
Title EVPICOG

ACCEPTED IN DANBURY, CONNECTICUT BY



ACKNOWLEDGEMENTS

STATE OF WISCONSIN)
COUNTY OF Ozaukee) ss

The foregoing instrument was acknowledged before me in Ozaukee County, Wisconsin, on January 31, 2012, by Gurpal S. Dahliwal, who is the Member of GSD Petroleum, LLC, a Wisconsin limited liability company, on behalf of the company

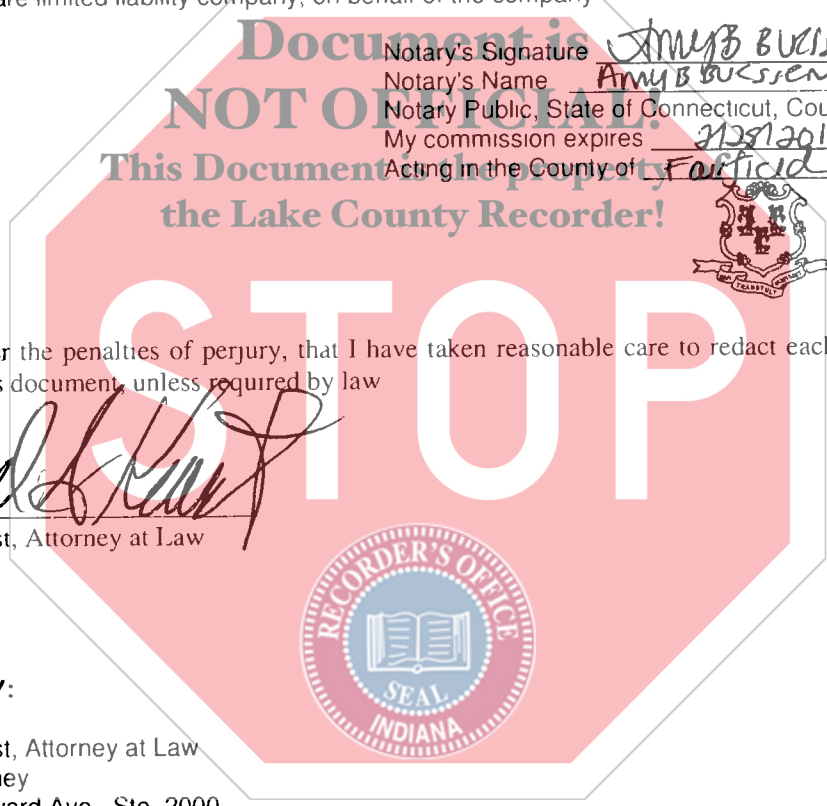
Notary's Signature [Signature]
Notary's Name Telese Kissling
Notary Public, State of Wisconsin, County of Ozaukee
My commission expires 6/15/2014
Acting in the County of Ozaukee

STATE OF CONNECTICUT)
COUNTY OF Fairfield) ss

Hand The foregoing instrument was acknowledged before me in Fairfield County, Connecticut, on January 29, 2012, by Kenneth Brown who is the Employee of Petroleum & Franchise Funding LLC, a Delaware limited liability company, on behalf of the company

Notary's Signature [Signature]
Notary's Name Amy B Buessem
Notary Public, State of Connecticut, County of Fairfield
My commission expires 2/28/2014
Acting in the County of Fairfield

AMY B BUESSEM
Notary Public
State of Connecticut
My Commission Expires
February 28, 2014



I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law

[Signature]
David S. Keast, Attorney at Law

DRAFTED BY:

David S. Keast, Attorney at Law
Plunkett Cooney
38505 Woodward Ave, Ste 2000
Bloomfield Hills, MI 48304

SCHEDULE 1
LEGAL DESCRIPTION OF REAL ESTATE

Real Estate Parcel No. 1

Land in the City of Gary, County of Lake, State of Indiana, described as follows

LOTS 1 TO 6, BOTH INCLUSIVE, AND THE SOUTH 75 FEET OF LOT 7 IN BLOCK 1, LOHMAN'S FIRST ADDITION TO GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 20 PAGE 42, IN THE OFFICE OF THE RECORDER OF COUNTY, INDIANA.

Commonly Known As 1601 Ridge Road

Tax Identification No 45-08-29-236-012 000-001 and 45-08-29-236-011 000-001

Real Estate Parcel No. 2

Land in the City of Gary, County of Lake, State of Indiana, described as follows

LOTS 8, 9, 10, 11 AND 12 IN BLOCK 24, EARLE'S THIRD GLEN PARK ADDITION TO THE CITY OF GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 9 PAGE 36, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

Commonly Known As 4067 Broadway

Tax Identification No 45-08-27-160-001 000-004

Real Estate Parcel No. 3

Land in the City of Gary, County of Lake, State of Indiana, described as follows

PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE 2ND P M, DESCRIBED AS FOLLOWS BEGINNING ON THE SOUTH LINE OF 15TH AVENUE (60 FEET IN WIDTH) AND 203 FEET EAST OF THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11, MEASURED ALONG SAID SOUTH LINE, THENCE EAST ALONG THE SOUTH LINE OF 15TH AVENUE 175 FEET TO THE WEST LINE OF ILLINOIS STREET, THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11 AND ALONG THE WEST LINE OF ILLINOIS STREET A DISTANCE OF 150 FEET, THENCE WEST AND PARALLEL WITH THE SOUTH LINE OF 15TH AVENUE A DISTANCE OF 175 FEET, THENCE NORTH 150 FEET TO THE POINT OF COMMENCEMENT, CITY OF GARY, LAKE COUNTY, INDIANA

Commonly Known As 1691 E 15th Avenue

Tax Identification No 45-08-11-301-003 000-004

SCHEDULE 2
EXISTING MORTGAGES AMENDED AND RESTATED BY THIS INSTRUMENT

- 1 Mortgage of Real Estate Parcel No 1, executed by Darshan's Indiana Stations One, Inc , an Indiana corporation, to Questech Financial LLC, a Connecticut limited liability company, dated May 9, 2000, recorded June 14, 2000, in Instrument No 2000-041867, as assigned to Petroleum & Franchise Capital LLC, by Assignment of Mortgage recorded December 20, 2007, in Instrument No 2000-099347, and as further assigned to Lender, by Assignment of Mortgage recorded December 20, 2007, in Instrument No 2007-099348, all Lake County Records
- 2 Mortgage of Real Estate Parcel No 2, executed by Darshan's Indiana Stations One, Inc , an Indiana corporation, to Questech Financial LLC, a Connecticut limited liability company, dated May 9, 2000, recorded June 14, 2000, in Instrument No 2000-041869, as assigned to Petroleum & Franchise Capital LLC, by Assignment of Mortgage recorded December 20, 2007, in Instrument No 2000-099339, and as further assigned to Lender, by Assignment of Mortgage recorded December 20, 2007, in Instrument No 2007-099340, all Lake County Records
- 3 Mortgage of Real Estate Parcel No 3, executed by Dhaliwal's Indiana Bulk Stations Two, Inc , an Indiana corporation, to Questech Financial LLC, a Connecticut limited liability company, dated May 9, 2000, recorded June 14, 2000, in Instrument No 2000-041871, as assigned to Petroleum & Franchise Capital LLC, by Assignment of Mortgage recorded December 20, 2007, in Instrument No 2000-099343, and as further assigned to Lender, by Assignment of Mortgage recorded December 20, 2007, in Instrument No 2007-099344, all Lake County Records

**Document is
NOT OFFICIAL!**
SCHEDULE 3
PERMITTED EXCEPTIONS

Real Estate Parcel No 1

- 1 General real estate taxes for the tax years and periods prior to 2011 and for each tax year and period thereafter as is not yet due and payable
- 2 Clean Water Act Fees for tax years and periods prior to 2012 and for each tax year and period thereafter that is not yet due and payable [ARE THESE BEING PAID PRIOR TO CLOSING??]
- 3 Conditional Assignment of Rentals executed by Bulk Petroleum Corporation, a Delaware corporation, and Darshan's Indiana Stations One, Inc , an Indiana corporation, to Questech Financial LLC, a Connecticut limited liability company, dated May 9, 2000, recorded June 14, 2000, in Instrument No 2000-041868, as assigned to Petroleum & Franchise Capital LLC, a Delaware limited liability company, by Assignment of Conditional Assignment of Rentals recorded December 20, 2007, in Instrument No 2007-099349, as further assigned to Lender by Assignment of Conditional Assignment of Rentals recorded December 20, 2007, in Instrument No 2007-099350, all Lake County Records
- 4 The interest of Marwan M. Ziadat, as set forth in Subordination dated May 9, 2000, recorded June 15, 2000, in Instrument No 2000-042128, as assigned to Petroleum & Franchise Capital LLC, a Delaware limited liability company, by Assignment of Subordination Agreement recorded December 20, 2007, in Instrument No 2007-099355, and as further assigned to Lender, by Assignment of Subordination Agreement recorded December 20, 2007, in Instrument No 2007-099356, all Lake County Records
- 5 Rights of tenants and any and all parties claiming by, through and under any unrecorded leases previously disclosed in writing to Lender

SCHEDULE 3 (Continuation)
PERMITTED EXCEPTIONS

6. Terms and provisions of Agreement for Sewer Connection and Service, made by and between Bulk Petroleum Corporation, a Delaware Corporation and the City of Gary, dated December 7, 1976, recorded March 1, 1977, as Document No 395301, and amended by Affidavit recorded November 27, 1984, as Document No 781631

7 All exceptions contained in Plan of Reorganization

Real Estate Parcel No 2

1 General real estate taxes for the tax years and periods prior to 2011 and for each tax year and period thereafter as is not yet due and payable

2 Conditional Assignment of Rentals executed by Bulk Petroleum Corporation, a Delaware corporation, and Darshan's Indiana Stations One, Inc, an Indiana corporation, to Questech Financial LLC, a Connecticut limited liability company, dated May 9, 2000, recorded June 14, 2000, in Instrument No 2000-041870, as assigned to Petroleum & Franchise Capital LLC, a Delaware limited liability company, by Assignment of Conditional Assignment of Rentals recorded December 20, 2007, in Instrument No 2007-099341, as further assigned to Lender by Assignment of Conditional Assignment of Rentals recorded December 20, 2007, in Instrument No 2007-099342, all Lake County Records

3 The interest of B & S 76 Inc, aka B & S 76, an Indiana corporation, as set forth in Subordination dated May 17, 2000, recorded June 15, 2000, in Instrument No 2000-042130, as assigned to Petroleum & Franchise Capital LLC, a Delaware limited liability company, by Assignment of Subordination Agreement recorded December 20, 2007, in Instrument No 2007-099351, and as further assigned to Lender, by Assignment of Subordination Agreement recorded December 20, 2007, in Instrument No 2007-099352, all Lake County Records

4 Rights of tenants and any and all parties claiming by, through and under any unrecorded leases previously disclosed in writing to Lender

5 All exceptions contained in Plan of Reorganization

Real Estate Parcel No 3

1 General real estate taxes for the tax years and periods prior to 2011 and for each tax year and period thereafter as is not yet due and payable

2 Conditional Assignment of Rentals executed by Bulk Petroleum Corporation, a Delaware corporation, and Dhalwal's Indiana Bulk Stations Two, Inc, an Indiana corporation, to Questech Financial LLC, a Connecticut limited liability company, dated May 9, 2000, recorded June 14, 2000, in Instrument No 2000-041872, as assigned to Petroleum & Franchise Capital LLC, a Delaware limited liability company, by Assignment of Conditional Assignment of Rentals recorded December 20, 2007, in Instrument No 2007-099345, as further assigned to Lender by Assignment of Conditional Assignment of Rentals recorded December 20, 2007, in Instrument No 2007-099346, all Lake County Records

3 The interest of Mohan Singh Panaich, as set forth in Subordination dated April 4, 2000, recorded June 15, 2000, in Instrument No 2000-042132, as assigned to Petroleum & Franchise Capital LLC, a Delaware limited liability company, by Assignment of Subordination Agreement recorded December 20, 2007, in Instrument No 2007-099359, and as further assigned to Lender, by Assignment of Subordination

SCHEDULE 3 (Continuation)
PERMITTED EXCEPTIONS

Agreement recorded December 20, 2007, in Instrument No 2007-099360, all Lake County Records

4 Rights of the public and of any governmental unit in any part of Real Estate Parcel No 1 taken, used or deeded for street, road or highway purposes

5 Rights of tenants and any and all parties claiming by, through and under any unrecorded leases previously disclosed in writing to Lender

6 All exceptions contained in Plan of Reorganization

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