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This Document Prepared By
and After Recording Return To:

2015 072518

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 OCT 27 AM 9:35

MICHAEL B. BROWN
RECORDER

Kimberly A. Barton, Esq.
Chapman and Cutler LLP
111 West Monroe Street
Chicago, Illinois 60603

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**Document is
FIRST SUPPLEMENT AND MODIFICATION TO LEASEHOLD MORTGAGE AND SECURITY
NOT OFFICIAL!**

**WITH ASSIGNMENT OF RENTS
This Document is the property of
the Lake County Recorder!**

This First Supplement and Modification to Leasehold Mortgage and Security Agreement with Assignment of Rents (the "Supplement") is dated as of May 8, 2015, from MUNSTER BP, LLC, an Illinois series limited liability company with its principal place of business and mailing address at 33978 N US Highway 45, Grayslake, IL 60030 (hereinafter referred to as "Mortgagor") to BMO Harris Bank N.A., a national banking association, with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 (hereinafter referred to as "Mortgagee");

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WITNESSETH THAT:

WHEREAS, pursuant to a Ground Lease dated September 24, 2001 (together with all extensions, supplements and amendments thereto, the "Lease"), a memorandum of which was recorded on November 6, 2001 as Document No. R2091-089549 in the Office of the Recorder for Lake County, Indiana executed by Peoples Bank, SB as Trustee under Trust No. 10244 dated March 13, 1998, as lessor ("Lessor") and Mortgagor, as lessee (pursuant to an assignment), leased from Lessor that certain real property described on Schedule I attached hereto (the "Mortgaged Premises");

WHEREAS, Mortgagor did heretofore execute and deliver to Mortgagee that certain Leasehold Mortgage and Security Agreement with Assignment of Rents dated as of July 17, 2013, and recorded in the Office of the County Recorder of Lake County, Indiana, on August 14, 2013, as Document No. 2013 059813 (the "Mortgage"), encumbering the Mortgagor's leasehold interest in the Mortgaged Premise to secure certain indebtedness of Graham C-Stores Co., Mackin Land Company, LLC, the Mortgagor and certain other borrowers party to the Credit Agreement as hereinafter defined (together, the "Borrowers") now or from time to time owing to Mortgagee; and

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WHEREAS, on April 28, 2015, the Mortgagor acquired the fee title to the Mortgaged Premises and, pursuant to the Granting Clauses set forth in the Mortgage and Paragraph 37 of the Mortgage, the Mortgage attached to and covered and is a lien upon such fee title;

Whereas, the Mortgage shall continue to secure all indebtedness now secured thereby, this Supplement being executed and delivered to confirm and assume the foregoing;

NOW, THEREFORE, for good and valuable consideration, receipt whereof is hereby acknowledged, the Mortgage is hereby modified as follows:

(a) All References in the Mortgage to "*Leasehold Mortgage and Security Agreement with Assignment of Rents*" shall be deleted and replace with references to "*Mortgage and Security Agreement with Assignment of Rents*";

(b) Granting Clause I appearing in the Mortgage shall be amended and restated to read as follows, to wit:

Mortgagor's fee interest in and to that certain real estate lying and being in the County of Lake and State of Indiana more particularly described in Schedule I attached hereto and made a part hereof.

As and for good and valuable consideration, and to accept this Supplement, Mortgagor hereby further covenants and agrees with, and represent and warrant to, Mortgagee as follows:

1. The recitals set forth above are incorporated herein.
2. Mortgagor hereby represents and warrants to Mortgagee that as of the date hereof each of the representations and warranties set forth in the Mortgage as supplemented hereby are true and correct in all material respects and that no Event of Default (as such term is defined in the Mortgage), or any other event which with the lapse of time or the giving of notice, or both, would constitute such an Event of Default, has occurred and is continuing or shall result after giving effect to this Supplement. Mortgagor repeats and reaffirms (i) the grants set forth in Granting Clauses I through VII, both inclusive, of the Mortgage, each and all of which shall be applicable to all of the indebtedness secured by the Mortgage as supplemented hereby, (ii) the covenants and agreements contained in the Mortgage, each and all of which shall be applicable to all of the indebtedness secured by the Mortgage as supplemented hereby, and (iii) its covenant that all the indebtedness secured by the Mortgage as supplemented hereby will be promptly paid as and when the same becomes due and payable.

2. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Mortgage. The definitions provided herein of any capitalized terms shall apply to such capitalized terms as the same appear in the Mortgage as supplemented hereby, all to the end that any capitalized terms defined herein and used in the Mortgage as supplemented hereby shall have the same meanings in the Mortgage as supplemented hereby as are given to such capitalized terms herein. Without limiting the foregoing, all references in the Mortgage to the term "*indebtedness hereby secured*" shall be deemed references to all the

indebtedness, obligations and liabilities secured by the Mortgage as supplemented hereby; all references in the Mortgage to the term "*Credit Agreement*" shall be deemed references to the term *Credit Agreement* as defined herein, as the same may from time to time hereafter be amended, modified or restated; and all references in the Mortgage to the terms "*Borrower*" and "*Borrowers*" shall be deemed references to the term "*Borrower*" and "*Borrowers*", respectively, as defined herein; and all references in the Mortgage to the terms "*Note*" and "*Notes*" shall be deemed references to the terms "*Note*" and "*Notes*", respectively as defined herein and any and all notes issued in extension or renewal thereof or in substitution or replacement therefore.

3. All of the provisions, stipulations, powers and covenants contained in the Mortgage shall stand and remain unchanged and in full force and effect except to the extent specifically modified hereby and shall be applicable to all of the indebtedness, obligations and liabilities secured by the Mortgage as supplemented hereby.

4. Mortgagor acknowledges and agrees that the Mortgage as supplemented hereby is and shall remain in full force and effect, and that the Mortgaged Premises is and shall remain subject to the lien and security interest granted and provided for by the Mortgage for the benefit and security of all the indebtedness hereby secured, including without limitation, the Term Loan made by Mortgagee to the Borrowers under the Credit Agreement as amended by the Amendment which is evidenced by the Term Note, the Revolving Credit in the form of loans and letters of credit made by Mortgagee to the Borrowers under the Credit Agreement as amended by the Amendment which is evidenced by the Revolving Note, the Hedging Liability of each Borrower (including the additional borrowers party to the Credit Agreement pursuant to the Amendment) pursuant to the Hedging Agreements (including the additional borrowers party to the Credit Agreement pursuant to the Amendment) and the Bank Product Obligations pursuant to the Bank Product Agreements. Without limiting the foregoing, Mortgagor hereby agrees that, notwithstanding the execution and delivery hereof, (i) all rights and remedies of Mortgagee under the Mortgage, (ii) all obligations of Mortgagor thereunder, and (iii) the lien and security interest granted and provided for thereby are and as amended hereby shall remain in full force and effect for the benefit and security of all the indebtedness hereby secured, it being specifically understood and agreed that this Supplement shall constitute and be, among other things, an acknowledgement and continuation of the rights, remedies, lien and security interest in favor of Mortgagee, and of the obligations of Mortgagor to Mortgagee, which exist under the Mortgage as supplemented hereby.

5. This Supplement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each of which when so executed shall be an original but all of which to constitute one and the same instrument.

6. No reference to this Supplement need be made in any note, instrument or other document making reference to the Mortgage, any reference to the Mortgage to be deemed to be a reference to the Mortgage as supplemented hereby. This instrument shall be construed and governed by and in accordance with the laws of the State of Illinois.

7. Wherever herein any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and

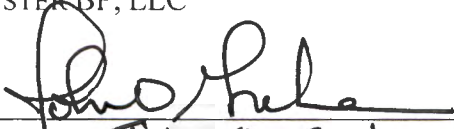
agreements by or on behalf of Mortgagor or by or on behalf of Mortgagee, or by or on behalf of the holder or holders of the indebtedness hereby secured contained in the Mortgage as supplemented hereby shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

[SIGNATURE PAGE TO FOLLOW]

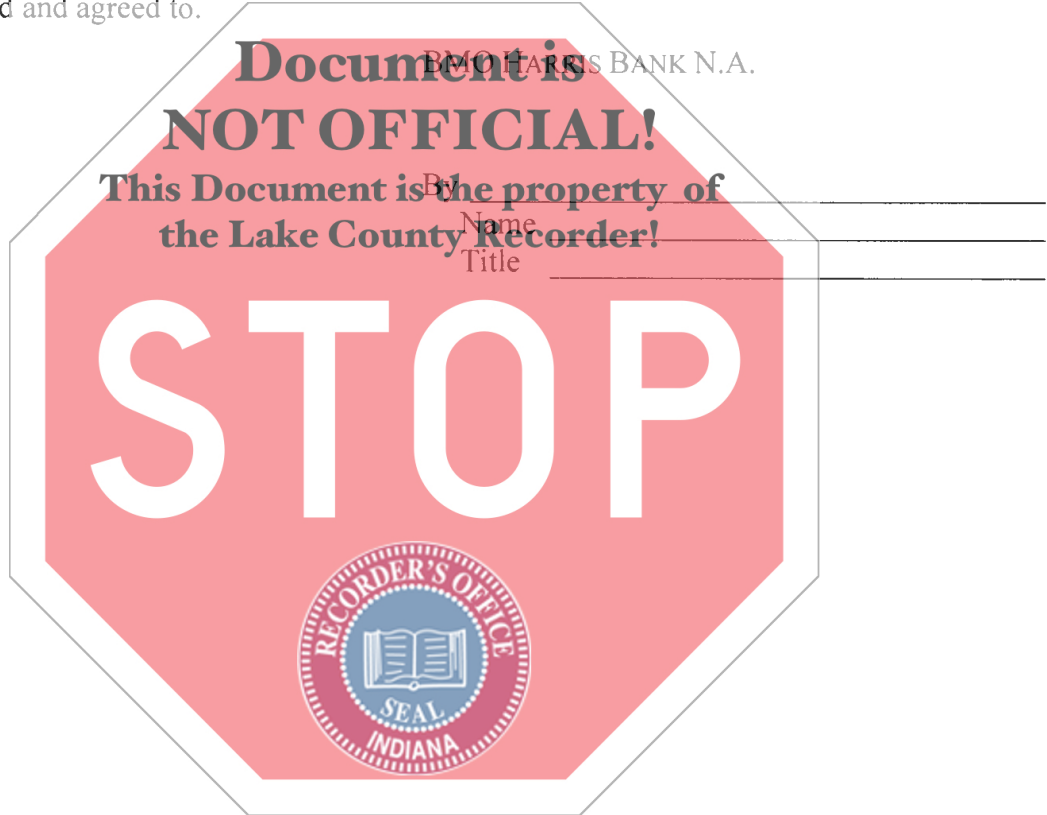


IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed the day and year first above written.

MUNSTER BP, LLC

By 
Name John O. Graham
Title President

Accepted and agreed to.



ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

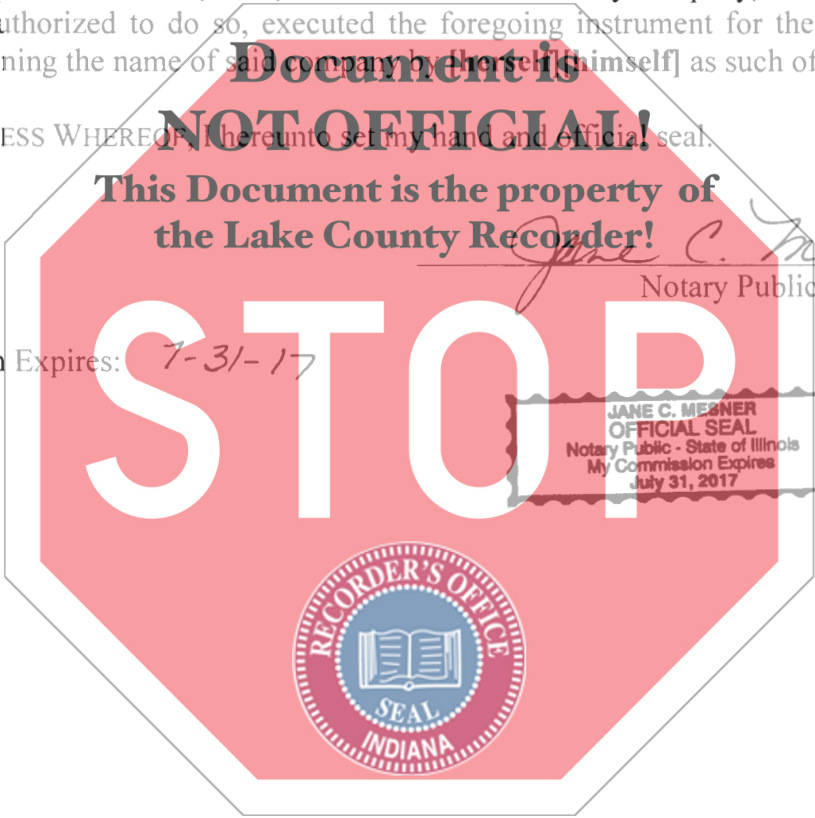
On this 24 day of ~~April~~^{June}, 2015, before me, a Notary Public, the undersigned officer, personally appeared John Graham who acknowledged [herself][himself] to be _____ of Munster BP, LLC, an Illinois limited liability company, and that [he], as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said company by the self [himself] as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

**This Document is the property of
the Lake County Recorder!**

Jane C. Mesner
Notary Public

My Commission Expires: 7-31-17

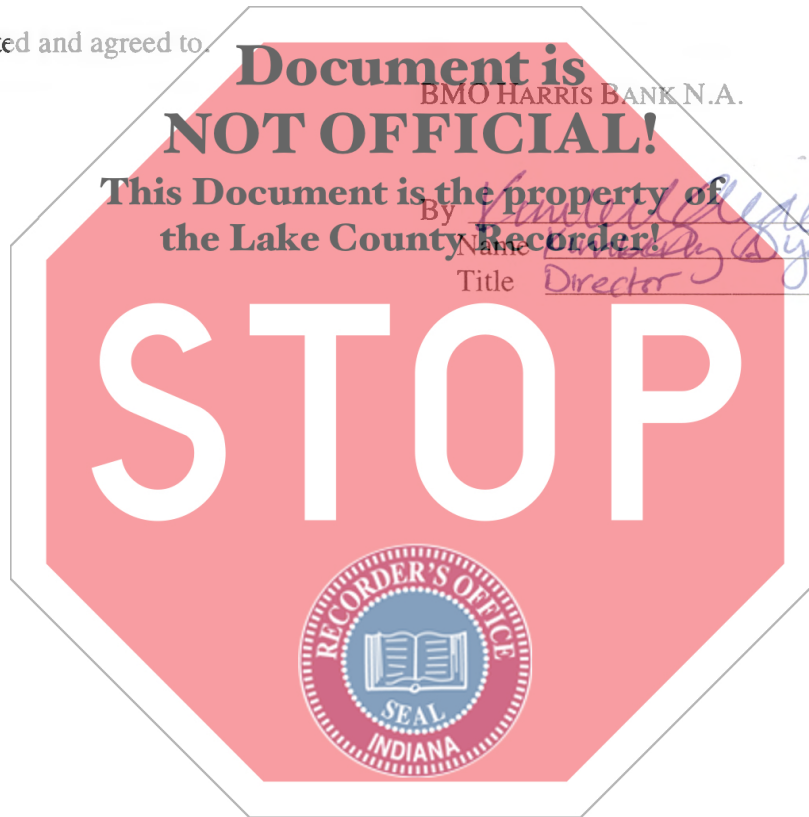


IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed the day and year first above written.

MUNSTER BP, LLC

By _____
Name _____
Title _____

Accepted and agreed to _____



[SIGNATURE PAGE TO SUPPLEMENT]

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 9th day of MAY, 2015, before me, a Notary Public, the undersigned officer, personally appeared Kimberly Yates, who acknowledged herself to be the DIRECTOR of BMO Harris Bank N.A., a national banking association, and that she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said association by herself as such officer.

IN WITNESS WHEREOF,
OFFICIAL SEAL
LILLIE M BERGER
Notary Public - State of Illinois
My Commission Expires Oct 24, 2015

Document is NOT OFFICIAL!
I hereunto set my hand and official seal.
Lillie M. Berger
Notary Public

My Commission Expires: October 24, 2015



This Document is the property of
the Lake County Recorder

SCHEDULE I

LEGAL DESCRIPTION

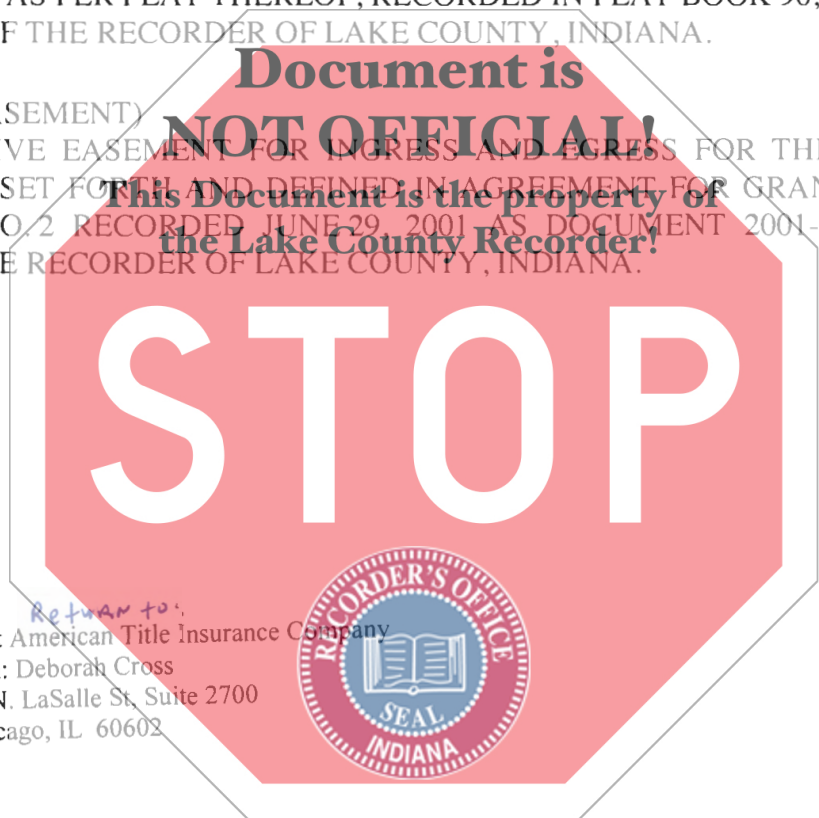
Real property in the City of Munster, County of Lake, State of Indiana, described as follows:

PARCEL 1: (FEE)

LOT 1, RESUBDIVISION OF LOTS 1 AND 2 IN LUCILLE'S ADDITION TO THE TOWN OF MUNSTER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 90, PAGE 85, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL 2: (EASEMENT)

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN AGREEMENT FOR GRANT OF ACCESS EASEMENT NO. 2 RECORDED JUNE 29, 2001 AS DOCUMENT 2001-51718, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.



Return to:
First American Title Insurance Company
Attn: Deborah Cross
30 N. LaSalle St, Suite 2700
Chicago, IL 60602

