

Cook Co. IL

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## MORTGAGE

This Mortgage is made on September 15, 1999, by Dhaliwal Illinois Properties Five, Inc., an Illinois corporation having an office at 1841 Waukegan Road, Glenview, Illinois ("Mortgagor"), in favor of Marathon Ashland Petroleum LLC, a Delaware limited liability company having an office at 539 South Main Street, Findlay, Ohio 45840 ("Mortgagee").

Mortgagor executed a Guaranty of even date ("Guaranty") in favor of Mortgagee with respect to obligations of Bulk Petroleum Corporation, a Delaware corporation ("Bulk") to Mortgagee under an Improvement Agreement with Mortgagee of even date having a value of Seven Hundred Ninety-Nine Thousand and Forty-Eight Dollars (\$799,048.00).

Mortgagee is the successor by assignment to a prior mortgage executed by Mortgagor in favor of Marathon Oil Company covering the same premises described below and dated December 17, 1996 ("Prior Mortgage"). The Prior Mortgage remains in effect. This Mortgage covers new obligations of the Mortgagor to the Mortgagee and is not intended to release or limit Mortgagor's obligations under the Prior Mortgage.

Mortgagor, to secure Mortgagor's obligations to Mortgagee under the Guaranty and under the Improvement Agreement, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents convey and warrant unto the Mortgagee, and the Mortgagee's successors and assigns, the following described real estate and all of its right, title and interest therein, situated in the City of Glenview, County of Cook, and state of Illinois, to wit:

The North 120 feet of the South 550.97 feet (except that part thereof lying East of a straight line drawn from a point in the North line thereof 1864.61 feet West of the Easterly line thereof to a point in the Southerly line thereof 1868.49 feet West of the Easterly line thereof) of that part of the Northeast Quarter of Section 26, Township 42 North, Range 12, East of the Third Principal Meridian, lying East of the Easterly line of Waukegan Road as widened by instrument recorded in the Recorder's Office of Cook County, Illinois, as Document 10825230, (said premises fronting 120.08 feet on Waukegan Road and 110 feet on Pleasant Lane and having a depth on the Northern boundary of 109.6 feet), in Cook County Illinois.

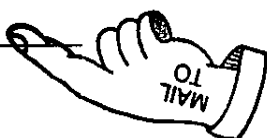
Commonly known as: 1841 Waukegan Road, Glenview, Illinois  
Permanent Tax No. 04-26-203-069, Volume 133

(which, with the property hereinafter described, is referenced to herein as the "premises"), together with all improvements, tenements, easements, fixtures and appurtenances thereto belonging (including all

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replacements, additions, and accessories thereof), and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment of articles now or hereafter therein or thereon (including all replacements, additions, and accessories thereof) used to supply heat, gas, air conditioning, water, light, power, refrigeration, (whether single units or centrally controlled), and ventilation (including all replacements, additions, and accessories thereof). All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed on or in the premises by Mortgagor or its successors or assigns shall be considered as constituting part of the real estate.

To have and to hold the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Wisconsin, which said rights and benefits the Mortgagee does hereby expressly release and waive.

Mortgagor covenants that Mortgagor is seised of the premises in fee simple; that Mortgagor has good right and title to mortgage the same; and that the same is free and clear from all encumbrances except rights, restrictions, and easements of record.

1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon the premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; and (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagor shall pay, before any penalty attaches, all general taxes, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder, Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

3. In the event of the enactment after this date of any law of Wisconsin deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debt secured hereby or the holder thereof, then and in any such event, the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the premium amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the acts

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secured hereby.

5. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning, and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

6. In case of default herein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, 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 said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Wisconsin law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagor. The Mortgagee, in making any payment hereby authorized relating to taxes or assessments, 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.

7. At the option of the Mortgagee and without notice to Mortgagor, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the Guaranty or in this mortgage to the contrary, become due and payable (a) immediately in the case of default under the Guaranty, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.

8. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Wisconsin law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

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9. Mortgagor shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement of foreclosure of this mortgage, but hereby waives the benefit of such laws, Mortgagor for itself and all who may claim through or under it waives and all right to have the property and estates comprising the premise marshaled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the premises sold as an entirety. Mortgagor hereby waives any and all rights of reinstatement or redemption from any order or decree of foreclosure of this Mortgage on behalf of the Mortgagor and all persons beneficially interested therein, and each and every party acquiring any interest in or title to the premises subsequent to the date of this Mortgage to the extent permitted by law.

10. The proceeds of any foreclosure sale of the premises shall be distributed any applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all accrued interest remaining unpaid on the note; fourth, all principal remaining unpaid on the note; fifth, any overplus to Mortgagor, its successors or assigns, as their rights may appear.

11. Upon or at any time after the filing of a complaint to foreclose this mortgage, the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the adversary insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: the indebtedness secured hereby, or by any decree foreclosing this mortgage, or any fee, special assessment or other item which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; and the deficiency in case of a sale and deficiency.

12. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Guaranty.

13. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

14. The Mortgagor shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

15. If the payment of said indebtedness, or any part thereof, is extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variations or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

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16. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness as provided in the Guaranty secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

17. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the Guaranty secured hereby.

18. Mortgagor represents and agrees that the debt and obligation secured by the Guaranty and this Mortgage: (a) constitutes a business transaction and (b) is an exempted transaction under the Truth-in-Lending Act, 15 U.S.C. Sec. 1601 et seq.

19. So long as the indebtedness secured hereby remains in effect: (a) Mortgagor shall not, without Mortgagee's prior written consent, transfer, convey, alien, pledge, hypothecate or mortgage all or any part of the premises; (b) Darshan S. Dhaliwal shall not, without Mortgagee's prior written consent, transfer, convey, alien, pledge, hypothecate or alter in any way an interest he holds in the Mortgagor (whether in the form of a beneficial interest therein or otherwise) or in any entity which holds an interest in the Mortgagor (whether in the form of a beneficial interest therein or otherwise) at the time this Mortgage is executed; and the controlling shares of Mortgagor, without Mortgagee's prior written consent, shall not be held by any person or persons other than the party or parties holding such shares on the date this Mortgage is executed. Any such action or failure to act shall constitute an event of default under this Mortgage.

20. The advances and extensions of credit that are the subject matter of the Guaranty may be made for as long as the Guaranty is in effect. Any advances made are to relate back to the date of recording of this Mortgage.

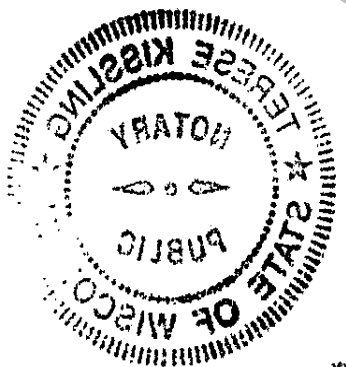
21. As used in this paragraph, the term: "Environmental Laws" means all applicable laws, orders, rules and regulations of all federal, state and local governmental bodies relating to health, industrial hygiene, or environmental conditions, including the following (as amended): 42 U.S.C. 6901 et seq. (RCRA); 42 U.S.C. 7401 et seq. (Clean Air Act); 33 U.S.C. 1251 et seq. (Clean Water Act); 42 U.S.C. 9601 et seq. (CERCLA); 42 U.S.C. 11001, et seq. (SARA Title III); 33 U.S.C. 2701 (Oil Pollution Act); or the Hazardous Materials Transportation Act, as amended (49 U.S.C. §1801 et seq.). As used in this paragraph, the term "Hazardous Substance" includes any substance included within the definitions of either the term "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" under any Environmental Law, such other substances, materials and wastes which are or become regulated, or which are classified as "hazardous" or "toxic" under applicable federal, state or local laws, orders, rules, or regulations; or any substance which is, in part, petroleum, asbestos, polychlorinated biphenyls, flammable, explosive, or radioactive. (a) Mortgagor shall comply with all Environmental Laws, and shall keep the premises free of any lien imposed pursuant to Environmental Law. Mortgagor shall give prompt written notice to Mortgagee of any proceeding or inquiry by any governmental authority with respect to violation of any Environmental Law, Mortgagor's discovery of any occurrence or condition on the premises, or any property adjoining or in the vicinity of the premises that could cause the premises to be subject to any restrictions on the ownership, occupancy, transferability or use thereof under any Environmental Law, or the presence of any Hazardous Substance on the premises other than in the ordinary course of Mortgagor's business now conducted at the premises. If any investigation, site monitoring, containment, cleanup, removal, restoration, or other remedial work of any kind (the "Remedial Work") at the premises is required under any applicable law, regulation, or order, Mortgagor shall promptly perform such Remedial Work and comply with such law, regulation, or order. (b) Mortgagor



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