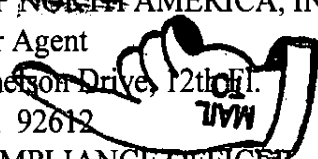


THIS INSTRUMENT WAS PREPARED BY
AND UPON RECORDING RETURN TO:

MAIL TO:
CITICORP NORTH AMERICA, INC.,
as Investor Agent
2600 Michelson Drive, 12th Fl.
Irvine, CA 92612
Attn.: COMPLIANCE OFFICER



99003506

PROPERTY:
Dobis Oil and Lube, Inc.
1450 Sibley Blvd., Calumet City
17803 Torrence Ave., Lansing
Cook County, IL

LTIC-COMMERCIAL BE [SPACE ABOVE FOR RECORDER'S USE ONLY]

CASES NO. 98-12855 + 98-12856 (5) of 7

ASSIGNMENT OF LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT and FINANCING STATEMENT

THIS ASSIGNMENT OF LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT and FINANCING STATEMENT dated as of November 10, 1998, (the "Assignment") is made by PENNZOIL LUBE CENTER ACCEPTANCE CORPORATION, a Nevada corporation (the "Assignor") having as its address Pennzoil Place, 700 Milam Street, Houston, Texas 77002 in favor of Citicorp North America, Inc., as Investor Agent (the "Assignee") having as its address 2600 Michelson Drive, 12th Floor, Irvine, CA 92612.

RECITALS:

A. DOBIS OIL AND LUBE, INC., an Indiana corporation, (the "Mortgagor") has executed and delivered to the Assignor that certain Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of November 10, 1998, (as amended or supplemented from time to time, (the "Leasehold Mortgage"), to secure payment of certain indebtedness owed or to be owing by the Mortgagor to the Assignor which Mortgage has been recorded as set forth on Schedule I hereto and grants a lien upon, inter alia, the real property and leaseholds described on Exhibit A hereto.

B. The Assignor desires to grant, bargain, sell, assign, and convey to the Assignee all of the Assignor's right, title and interest in, to, and under the Leasehold Mortgage and the Note (as defined in the Leasehold Mortgage) and other indebtedness secured thereby.

Lawyers Title Insurance Corporation

UNOFFICIAL COPY

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Assignor hereby transfers, sets over, delivers, assigns, grants, bargains, warrants, sells and conveys, and by these presents does transfer, set over, deliver, assign, grant, bargain, warrant, sell and convey to the Assignee and all of the Assignor's rights, titles, interests, liens, privileges, claims, demands and equities existing and to exist in, to, against and under the Leasehold Mortgage and the Note and other indebtedness secured thereby.

TO HAVE AND TO HOLD the Leasehold Mortgage and the Note and other indebtedness secured thereby and all rights, titles, interests, liens, privileges, claims, demands and equities existing and to exist in connection therewith unto the Assignee, its successors and assigns forever.

This Assignment of Leasehold Mortgage was prepared by Paul Schmidhauser, Esq. whose address is 2600 Michelson Drive, Suite 1200, Irvine, CA 92612.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Assignment on the day and year first above written.

99003508

Pennzoil Lube Center Acceptance Corporation,
a Nevada corporation

By: Citicorp North America, Inc.,
as Attorney-in-Fact

By: Tim Doran

Name: TIM DORAN
Vice President
Citicorp North America, Inc.
Vice President

UNOFFICIAL COPY

ACKNOWLEDGMENT

99003506

STATE OF CALIFORNIA)
) SS:
COUNTY OF ORANGE)

I, Marquette D. EVANS, a Notary Public, do hereby certify that Tim DOAN, personally known to me to be the Vice President of CITICORP NORTH AMERICA, INC., and personally known to me to be the same person whose name is subscribed to the foregoing document, appeared before me this day in person and severally acknowledged that as such Tim DOAN signed and delivered the said document as Vice President of said corporation, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

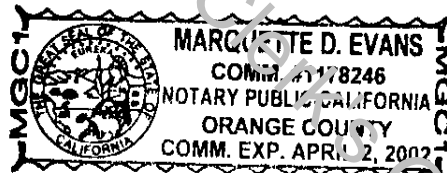
Given under my hand and notarial seal, this 17th day of December, 1998

Marquette D. Evans
Notary Public

Type or
Print Name: Marquette D. EVANS

My commission expires:

4-2-2002



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SCHEDULE I

RECORDING INFORMATION

99003506

That certain Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of November 10, 1998, and recorded _____, with the Office of the County Recorder of Cook County, State of Illinois, as Instrument ~~File~~ No. _____, in ~~Book/Reel No.~~ _____, at ~~Page/Image No.~~ _____, of Official Records of said County.

99003504

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A
DESCRIPTION OF THE LAND

99003506

Lots 21, 22, 23, 24 and 25 in Block 1 in Calumet City Subdivision, being a subdivision of the Southeast 1/4 of the Northeast 1/4 of Section 12, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 1450 Sibley Blvd., Calumet City, IL 60409

Real Estate Tax Index No(s): 29-12-231-017; 29-12-231-016; 29-12-231-015; 29-12-231-014
29-12-231-013

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ILLINOIS

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EXHIBIT A
DESCRIPTION OF THE LAND

99003506

Lots 1, 2, 3, and 4 in Block 1 in C.J. Frank's First Subdivision being a Subdivision of the North 330 feet of the West 1/2 of the West 1/2 of the NorthWest 1/4 of Section 31, Township 36 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 17803 Torrence Avenue, Lansing, Illinois 60438

Real Estate Tax Index No(s): 30-31-100-001; 30-31-100-002; 30-31-100-003; 30-31-100-004;