

Fill in this information to identify the case:

Debtor 1 Aving-Rice, LLC

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Western District of Missouri

Case number BK 15-41917-11

RECEIVED

DEC 28 2015

BMC GROUP

Official Form 410

Proof of Claim

12/15

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Wells Fargo Bank, National Association</u> <small>Name of the current creditor (the person or entity to be paid for this claim)</small> <small>Other names the creditor used with the debtor</small> _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? <small>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</small>	Where should notices to the creditor be sent? <u>Stephen B. Sutton</u> <small>Name</small> <u>2345 Grand Blvd., Ste. 2400</u> <small>Number Street</small> <u>Kansas City MO 64108</u> <small>City State ZIP Code</small> <small>Contact phone</small> <u>816-460-5526</u> <small>Contact email</small> <u>ssutton@lathropgage.com</u>	Where should payments to the creditor be sent? (if different) <u>Troy F. Jefferson</u> <small>Name</small> <u>90 S. 7th Street</u> <small>Number Street</small> <u>Minneapolis, MN 55479</u> <small>City State ZIP Code</small> <small>Contact phone</small> <u>612-667-9355</u> <small>Contact email</small> <u>troy.jefferson@wellsfargo.com</u>
<small>Uniform claim identifier for electronic payments in chapter 13 (if you use one):</small> _____		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____	
		Filed on _____ <small>MM / DD / YYYY</small>
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☐ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 3,213,281.40 Does this amount include interest or other charges?
☐ No
☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Deposit account overdrafts

9. Is all or part of the claim secured? ☐ No
☒ Yes. The claim is secured by a lien on property.
Nature of property:
☒ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☒ Other. Describe: Personal property
Basis for perfection: See attached
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ 3,213,281.40
Amount of the claim that is secured: \$ 3,213,281.40
Amount of the claim that is unsecured: \$ 0.00 (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ 3,213,281.40
Annual Interest Rate (when case was filed) 8.00 %
☒ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

- ☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
- ☐ Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).
- ☐ Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).
- ☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).
- ☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).
- ☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/16 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

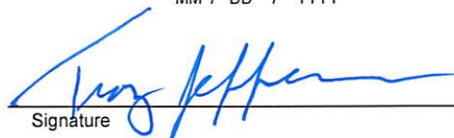
- ☐ I am the creditor.
- ☒ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 12/22/2015
MM / DD / YYYY


Signature

Print the name of the person who is completing and signing this claim:

Name Troy F. Jefferson
First name Middle name Last name

Title Senior Vice President

Company Wells Fargo Bank, National Association
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 90 S. 7th Street
Number Street
Minneapolis, MN 55479
City State ZIP Code

Contact phone 612-667-9355 Email troy.jefferson@wellsfargo.com

**LIST OF DOCUMENTS EVIDENCING PERFECTION OF SECURITY
INTERESTS OF WELLS FARGO BANK, NATIONAL ASSOCIATION
FOR DEBTS OF AVING-RICE, LLC.**

The documents set forth below, evidencing the perfected security interest of Wells Fargo Bank, National Association, are voluminous and full copies are available at the website maintained by Stinson Leonard Street LLP at <https://stinsonleonard.highq.com> (“**Gas-Mart Documents Website**”).

UCC-1 Financing Statement

1. UCC-1 Financing Statement covering “All assets of the Debtor,” filed on July 29, 2014 with the Illinois Secretary of State as File No. 19497763. A copy of this document is attached and can also be found at the Gas-Mart Documents Website, under the Wells Fargo document tab, marked as WF000352.

Security Agreement

2. Security Agreement covering personal property of Aving Rice, LLC, executed on or about July 25, 2014. A copy of the first page of this Security Agreement is attached and a full copy can be found at the Gas-Mart Documents Website, under the Wells Fargo document tab, marked as WF000178-WF000189.

Mortgages/Deeds of Trust

3. Mortgage on real property located at or near 1500 S. Rt. 127, Greenville Illinois, recorded on October 28, 2014 in the Office of the Recorder of Deeds of Bond County, Illinois in Book GR1061, beginning at Page 335. A copy of the first page of this Mortgage, with recording information, is attached and a full copy can be found at the Gas-Mart Documents Website, under the Wells Fargo document tab, marked as WF000190-WF000207.
4. Mortgage on real property located at or near 491 Franklin St., Carlyle, Illinois, recorded on October 28, 2014 in the Office of the Recorder of Deeds of Clinton County, Illinois as Instrument No. 2014R04862. A copy of the first page of this Mortgage, with recording information, is attached and a full copy can be found at the Gas-Mart Documents Website, under the Wells Fargo document tab, marked as WF000208-WF000225.
5. Mortgage on real property located at or near 1507 W. Fayette Ave., Effingham, Illinois recorded on October 28, 2014, in the Office of the Recorder of Deeds of Effingham County, Illinois as Instrument No. 201401404662, in Vol. 3074, beginning at Page 43. A copy of the first page of this Mortgage, with recording information, is attached and a full copy can be found at the Gas-Mart Documents Website, under the Wells Fargo document tab, marked as WF000226-WF000243.
6. Mortgage on real property located at or near 1104 W. Fayette Ave., Effingham, Illinois, recorded on October 28, 2014, in the Office of the Recorder of Deeds of Effingham

County, Illinois as Instrument No. 201401404661, in Vol. 3074, beginning at Page 25. A copy of the first page of this Mortgage, with recording information, is attached and a full copy can be found at the Gas-Mart Documents Website, under the Wells Fargo document tab, marked as WF000244-WF000261.

7. Mortgage on real property located at or near 2301 S. Banker, Effingham, Illinois recorded on October 28, 2014, in the Office of the Recorder of Deeds of Effingham County, Illinois as Instrument No. 201401404660, in Vol. 3074, beginning at Page 7. A copy of the first page of this Mortgage, with recording information, is attached and a full copy can be found at the Gas-Mart Documents Website, under the Wells Fargo document tab, marked as WF000262-WF000279.
8. Mortgage on real property located at or near 640 West Main St., Benton, Illinois recorded on October 28, 2014, in the Office of the Recorder of Deeds of Franklin County, Illinois as Document No. 2014-4681. A copy of the first page of this Mortgage, with recording information, is attached and a full copy can be found at the Gas-Mart Documents Website, under the Wells Fargo document tab, marked as WF000280-WF000297.
9. Mortgage on real property located at or near 3200 W. Broadway, Mt. Vernon, Illinois, recorded on October 28, 2014, in the Office of the Recorder of Deeds of Jefferson County, Illinois as Document No. 201405690. A copy of the first page of this Mortgage, with recording information, is attached and a full copy can be found at the Gas-Mart Documents Website, under the Wells Fargo document tab, marked as WF000298-WF000315.
10. Mortgage on real property located at or near 1706 W. Main, Salem, Illinois recorded on October 28, 2014, in the Office of the Recorder of Deeds of Marion County, Illinois as Document No. 2014R05736. A copy of the first page of this Mortgage, with recording information, is attached and a full copy can be found at the Gas-Mart Documents Website, under the Wells Fargo document tab, marked as WF000316-WF000333.
11. Mortgage on real property located at or near 600 N. Park Ave., Herrin, Illinois recorded on October 28, 2014, in the Office of the Recorder of Deeds of Williamson County, Illinois as File No. 2014-00008418 in Book 280, beginning at Page 881. A copy of the first page of this Mortgage, with recording information, is attached and a full copy can be found at the Gas-Mart Documents Website, under the Wells Fargo document tab, marked as WF000334-WF000351.

SECRETARY OF STATE
UNIFORM COMMERCIAL CODE DIV.

2014 JUL 29 PM 2:57

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
JANET G HATCH, ACP 816-374-3382

B. E-MAIL CONTACT AT FILER (optional)
JANET.HATCH@BRYANCAVE.COM

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

JANET G HATCH, ACP
BRYAN CAVE LLP
1200 MAIN ST STE 3800
KANSAS CITY, MO 64105

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
AVING-RICE LLC

OR

1b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

10777 BARKLEY OVERLAND PARK KS 66211 USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
WELLS FARGO BANK, NATIONAL ASSOCIATION

OR

3b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

90 S 7TH ST, 7TH FL, MAC N9305-09L MINNEAPOLIS MN 55479 USA

4. COLLATERAL: This financing statement covers the following collateral:

ALL ASSETS OF THE DEBTOR.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: ☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box: ☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessor/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:
0372131 WELLS FARGO/GAS-MART - IL - STATE

SECURITY AGREEMENT

1. GRANT OF SECURITY INTEREST In consideration of any credit, agreement to forbear or other financial accommodation heretofore, now or hereafter extended or made to Gas-Mart USA, Inc., a Missouri corporation ("**Borrower**") by WELLS FARGO BANK, NATIONAL ASSOCIATION ("**Bank**"), and for other valuable consideration, as security for the payment of all Indebtedness of Borrower to Bank and to secure its obligations under a Continuing Guaranty in favor of Bank dated July 25, 2014, the undersigned Aving-Rice LLC, an Illinois limited liability company ("**Grantor**") hereby grants and transfers to Bank a security interest in all of the property of Grantor described as follows (collectively, the "**Collateral**"):

(a) all accounts, deposit accounts, contract rights, chattel paper (whether electronic or tangible), instruments, promissory notes, documents, general intangibles, payment intangibles, software, letter of credit rights, health-care insurance receivables and other rights to payment of every kind now existing or at any time hereafter arising;

(b) all inventory, goods held for sale or lease or to be furnished under contracts for service, or goods so leased or furnished, raw materials, component parts, work in process and other materials used or consumed in Grantor's business, now or at any time hereafter owned or acquired by Grantor, wherever located, and all products thereof, whether in the possession of Grantor, any warehousemen, any bailee or any other person, or in process of delivery, and whether located at Grantor's places of business or elsewhere;

(c) all warehouse receipts, bills of sale, bills of lading and other documents of every kind (whether or not negotiable) in which Grantor now has or at any time hereafter acquires any interest, and all additions and accessions thereto, whether in the possession or custody of Grantor, any bailee or any other person for any purpose;

(d) all money and property heretofore, now or hereafter delivered to or deposited with Bank or otherwise coming into the possession, custody or control of Bank (or any agent or bailee of Bank) in any manner or for any purpose whatsoever during the existence of this Agreement and whether held in a general or special account or deposit for safekeeping or otherwise;

(e) all right, title and interest of Grantor under licenses, guaranties, warranties, management agreements, marketing or sales agreements, escrow contracts, indemnity agreements, insurance policies, service or maintenance agreements, supporting obligations and other similar contracts of every kind in which Grantor now has or at any time hereafter shall have an interest;

(f) all goods, tools, machinery, furnishings, furniture and other equipment and fixtures of every kind now existing or hereafter acquired, and all improvements, replacements, accessions and additions thereto and embedded software included therein, whether located on any property owned or leased by Grantor or elsewhere, including without limitation, any of the foregoing now or at any time hereafter located at or installed on the land or in the improvements at any of the real property owned or leased by Grantor, and all such goods after they have been severed and removed from any of said real property; and

(g) all motor vehicles, trailers, mobile homes, manufactured homes, boats, other rolling stock and related equipment of every kind now existing or hereafter acquired and all



69/18

Randy Reitz-Clerk/Recorder
Bond County, Illinois

Book: GR1061 Page: 335-352

Doc. No: 153078

Total Fees: \$59.00

Pages Recorded: 18

+RHSP Surcharge: \$10.00

Date Recorded: 10/28/2014 11:44:02 AM

Recording Requested By,
And After Recording, Return To:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
90 South 7th Street, 9th Floor
Minneapolis, Minnesota 55479
MAC N9305-09L
Attn: Troy Jefferson
Prepared by: Christopher J. Fisher

**MORTGAGE
AND ASSIGNMENT OF RENTS AND LEASES**

THIS MORTGAGE AND ASSIGNMENT (this "Mortgage") is executed as of October 20, 2014, by AVING-RICE LLC, an Illinois limited liability company ("Mortgagor"), to WELLS FARGO BANK, NATIONAL ASSOCIATION ("Mortgagee").

PRELIMINARY STATEMENTS

A. Pursuant to the provisions of a Forbearance & Modification Agreement executed in connection herewith (as the same may from time to time be further restated, modified, supplemented or otherwise amended, "Forbearance Agreement") between Gas-Mart USA, Inc., a Missouri corporation ("Borrower") and Mortgagee, Mortgagee has agreed to forbear from exercising its rights and remedies in respect of the Overdraft through the Forbearance Period;

B. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Forbearance Agreement.

The preliminary statements set forth above are accurate, represent the intent of the parties hereto and are incorporated herein by reference.

ARTICLE I. MORTGAGE

1.1 **Grant.** For the purposes and upon the terms and conditions in this Mortgage, and in order to induce Beneficiary to enter into the Forbearance Agreement, Mortgagor irrevocably mortgages, grants, conveys, assigns, bargains, sells, releases, aliens, transfers and remises to Mortgagee and its successors and assigns forever and hereby represents and warrants to Mortgagee with the right of entry and possession, and grants to mortgagee and its successors and assigns forever a continuing security interest in and to, Mortgagor's interest in: (a) all real property located in Bond County, Illinois, and described on Exhibit A attached hereto; (b) all easements, rights-of-way and rights used in connection with or as a means of access to any portion of said real property; (c) all tenements, hereditaments and appurtenances thereof and thereto; (d) all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining said real property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with said real property; (e) all buildings, improvements and landscaping now or hereafter erected or located on said real property; (f) all development rights, governmental or quasi-governmental licenses, permits or approvals, zoning rights and other similar rights or interests which relate to the development, use or operation of, or that benefit or are appurtenant to, said real property; (g) all mineral rights, oil and gas rights, air rights, water or water rights, including without limitation, all wells, canals, ditches and reservoirs of any nature and all rights thereto, appurtenant to or associated with said real

WF 000190



* 2 0 1 4 R 0 4 8 6 2 1 8 *

2014R04862

MARY RAKERS
CLINTON COUNTY RECORDER
CARLYLE, IL
RECORDED ON

10/28/2014 02:01:41PM

REC FEE: 46.00

RHSP FEE: 9.00

PAGES: 18

Recording Requested By,
And After Recording, Return To:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
90 South 7th Street, 9th Floor
Minneapolis, Minnesota 55479
MAC N9305-09L
Attn: Troy Jefferson
Prepared by: Christopher J. Fisher

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Instrument Vol Page
201401404662 OR 3074 43

201401404662
Filed for Record in
EFFINGHAM COUNTY, IL
KERRY J. HIRTZEL, COUNTY RECORDER
10-28-2014 At 01:42 pm.
MTG 54.00
OR Vol 3074 Page 43 - 60
RHSP Fund 9.00

Recording Requested By,
And After Recording, Return To:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
90 South 7th Street, 9th Floor
Minneapolis, Minnesota 55479
MAC N9305-09L
Attn: Troy Jefferson
Prepared by: Christopher J. Fisher

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201401404661
Filed for Record in
EFFINGHAM COUNTY, IL
KERRY J. HIRTZEL, COUNTY RECORDER
10-28-2014 At 01:42 pm.
MTG 54.00
OR Vol 3074 Page 25 - 42
RHSP Fund 9.00

Recording Requested By,
And After Recording, Return To:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
90 South 7th Street, 9th Floor
Minneapolis, Minnesota 55479
MAC N9305-09L
Attn: Troy Jefferson
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1.1 Grant. For the purposes and upon the terms and conditions in this Mortgage, and in order to induce Beneficiary to enter into the Forbearance Agreement, Mortgagor irrevocably mortgages, grants, conveys, assigns, bargains, sells, releases, aliens, transfers and remises to Mortgagee and its successors and assigns forever and hereby represents and warrants to Mortgagee with the right of entry and possession, and grants to mortgagee and its successors and assigns forever a continuing security interest in and to, Mortgagor's interest in: (a) all real property located in Effingham County, Illinois, and described on Exhibit A attached hereto; (b) all easements, rights-of-way and rights used in connection with or as a means of access to any portion of said real property; (c) all tenements, hereditaments and appurtenances thereof and thereto; (d) all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining said real property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with said real property; (e) all buildings, improvements and landscaping now or hereafter erected or located on said real property; (f) all development rights, governmental or quasi-governmental licenses, permits or approvals, zoning rights and other similar rights or interests which relate to the development, use or operation of, or that benefit or are appurtenant to, said real property; (g) all mineral rights, oil and gas rights, air rights, water or water rights, including without limitation, all wells, canals, ditches and reservoirs of any nature and all rights thereto, appurtenant to or associated with said real

Instrument Vol Page
201401404660 OR 3074 7

201401404660
Filed for Record in
EFFINGHAM COUNTY, IL
KERRY J. HIRTZEL, COUNTY RECORDER
10-28-2014 At 01:42 pm.
MTG 54.00
OR Vol 3074 Page 7 - 24
RHSP Fund 9.00

Recording Requested By,
And After Recording, Return To:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
90 South 7th Street, 9th Floor
Minneapolis, Minnesota 55479
MAC N9305-09L
Attn: Troy Jefferson
Prepared by: Christopher J. Fisher

**MORTGAGE
AND ASSIGNMENT OF RENTS AND LEASES**

THIS MORTGAGE AND ASSIGNMENT (this "Mortgage") is executed as of October 20, 2014, by AVING-RICE LLC, an Illinois limited liability company ("Mortgagor"), to WELLS FARGO BANK, NATIONAL ASSOCIATION ("Mortgagee").

PRELIMINARY STATEMENTS

A. Pursuant to the provisions of a Forbearance & Modification Agreement executed in connection herewith (as the same may from time to time be further restated, modified, supplemented or otherwise amended, "Forbearance Agreement") between Gas-Mart USA, Inc., a Missouri corporation ("Borrower") and Mortgagee, Mortgagee has agreed to forbear from exercising its rights and remedies in respect of the Overdraft through the Forbearance Period;

B. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Forbearance Agreement.

The preliminary statements set forth above are accurate, represent the intent of the parties hereto and are incorporated herein by reference.

ARTICLE I. MORTGAGE

1.1 Grant. For the purposes and upon the terms and conditions in this Mortgage, and in order to induce Beneficiary to enter into the Forbearance Agreement, Mortgagor irrevocably mortgages, grants, conveys, assigns, bargains, sells, releases, aliens, transfers and remises to Mortgagee and its successors and assigns forever and hereby represents and warrants to Mortgagee with the right of entry and possession, and grants to mortgagee and its successors and assigns forever a continuing security interest in and to, Mortgagor's interest in: (a) all real property located in Effingham County, Illinois, and described on Exhibit A attached hereto; (b) all easements, rights-of-way and rights used in connection with or as a means of access to any portion of said real property; (c) all tenements, hereditaments and appurtenances thereof and thereto; (d) all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining said real property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with said real property; (e) all buildings, improvements and landscaping now or hereafter erected or located on said real property; (f) all development rights, governmental or quasi-governmental licenses, permits or approvals, zoning rights and other similar rights or interests which relate to the development, use or operation of, or that benefit or are appurtenant to, said real property; (g) all mineral rights, oil and gas rights, air rights, water or water rights, including without limitation, all wells, canals, ditches and reservoirs of any nature and all rights thereto, appurtenant to or associated with said real

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Attn: Troy Jefferson
Prepared by: Christopher J. Fisher

STATE OF ILLINOIS
County of Franklin
Document No. 2014-4681
Filed for record

OCT 28 2014
at 1:10 o'clock P.M.
Fee paid \$ 160.00
RHSP Surcharge \$ 10.00
Rae Smith
County Clerk & Recorder

MORTGAGE
AND ASSIGNMENT OF RENTS AND LEASES

THIS MORTGAGE AND ASSIGNMENT (this "Mortgage") is executed as of October 28, 2014, by Aving-Rice LLC, an Illinois limited liability company ("Mortgagor"), to WELLS FARGO BANK, NATIONAL ASSOCIATION ("Mortgagee").

PRELIMINARY STATEMENTS

A. Pursuant to the provisions of a Forbearance & Modification Agreement executed in connection herewith (as the same may from time to time be further restated, modified, supplemented or otherwise amended, "Forbearance Agreement") between Gas-Mart USA, Inc., a Missouri corporation ("Borrower") and Mortgagee, Mortgagee has agreed to forbear from exercising its rights and remedies in respect of the Overdraft through the Forbearance Period;

B. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Forbearance Agreement.

The preliminary statements set forth above are accurate, represent the intent of the parties hereto and are incorporated herein by reference.

ARTICLE I. MORTGAGE

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NATIONAL ASSOCIATION
90 South 7th Street, 9th Floor
Minneapolis, Minnesota 55479
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Attn: Troy Jefferson
Prepared by: Christopher J. Fisher

JEFFERSON COUNTY, IL RECORDER
CONNIE SIMMONS 18P
JEFFERSON COUNTY CLERK & RECORDER
C Date 10/28/2014 Time 11:46:42
EN 201405690 Page 1 of 18
RECORDING FEES: 60.00

Date: 10/28/2014
RHSP Surcharge
\$ 9

MORTGAGE
AND ASSIGNMENT OF RENTS AND LEASES

THIS MORTGAGE AND ASSIGNMENT (this "Mortgage") is executed as of October 20, 2014, by AVING-RICE LLC, an Illinois limited liability company ("Mortgagor"), to WELLS FARGO BANK, NATIONAL ASSOCIATION ("Mortgagee").

PRELIMINARY STATEMENTS

A. Pursuant to the provisions of a Forbearance & Modification Agreement executed in connection herewith (as the same may from time to time be further restated, modified, supplemented or otherwise amended, "Forbearance Agreement") between Gas-Mart USA, Inc., a Missouri corporation ("Borrower") and Mortgagee, Mortgagee has agreed to forbear from exercising its rights and remedies in respect of the Overdraft through the Forbearance Period;

B. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Forbearance Agreement.

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Attn: Troy Jefferson
Prepared by: Christopher J. Fisher

BRYAN CAVE LLP
1200 MAIN ST, STE 3800
KANSAS CITY, MO 64105

✓ 64.00
c

MORTGAGE
AND ASSIGNMENT OF RENTS AND LEASES

THIS MORTGAGE AND ASSIGNMENT (this "Mortgage") is executed as of October 20, 2014, by AVING-RICE LLC, an Illinois limited liability company ("Mortgagor"), to WELLS FARGO BANK, NATIONAL ASSOCIATION ("Mortgagee").

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NATIONAL ASSOCIATION
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Minneapolis, Minnesota 55479
MAC N9305-09L
Attn: Troy Jefferson
Prepared by: Christopher J. Fisher



Image# 004940330018 Type: MTG
Recorded: 10/28/2014 at 01:57:40 PM
Page 1 of 18
Fees: \$59.00
IL Rental Housing Fund: \$9.00
Williamson County, IL
Amanda Barnes Clerk & Recorder
Book 280 Page 881

File **2014-00008418**

**MORTGAGE
AND ASSIGNMENT OF RENTS AND LEASES**

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LATHROP & GAGE_{LLP}

STEPHEN B. SUTTON
DIRECT LINE: 816.460.5526
EMAIL: SSUTTON@LATHROPGAGE.COM
WWW.LATHROPGAGE.COM

2345 GRAND BOULEVARD, SUITE 2200
KANSAS CITY, MISSOURI 64108-2618
PHONE: 816.292.2000
FAX: 816.292.2001

December 23, 2015

VIA FEDERAL EXPRESS

BMC Group, Inc.
Attn: Gas-Mart USA, Inc. Claims Processing
300 N. Continental Blvd. #570
El Segundo, CA 90245

Re: In the United States Bankruptcy Court for the Western District of
Missouri, In re: Gas-Mart USA, Inc., et al., Case No. BK15-41915-11

Dear Sir/Madam:

Enclosed for filing are the original proofs of claims to be filed no later than 5:00 p.m. PST. on Tuesday, December 29, 2015 on behalf of Wells Fargo Bank in the above referenced case. I have also enclosed an extra copy of the first page of each proof of claim to be file stamped and returned to me in the self-address stamped envelope enclosed.

Please do not hesitate to contact me directly with any questions or concerns.
Thank you for your time and attention to this matter.

Very truly yours,

LATHROP & GAGE LLP



By:

Stephen B. Sutton

SBS/krb

Enclosure