UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

PAID

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| **IN RE:** | ) | |
| | ) | |
| **Kiel Bros. Oil Co., Inc. and** | ) | **Case No. 04-11121BHL11** |
| **KP OIL, Inc.,** | ) | **Jointly Administered** |
| **Debtors.** | ) | |

**STOP 3 TRUCK PLAZA, INC.'S AMENDED APPLICATION FOR ADEQUATE PROTECTION PAYMENTS PURSUANT TO 11 U.S.C. §363 AND/OR MOTION TO LIFT AUTOMATIC STAY PURSUANT TO 11 U.S.C. §362**

Comes now Stop 3 Truck Plaza, Inc., by and through the undersigned counsel, Eric N. Allen and Jonathan M. Brown, and for its Application for Adequate Protection Payments pursuant to 11 U.S.C. §363 and/or Motion to Lift Stay pursuant to 11 U.S.C. §362, now states as follows:

1. The Debtors filed their petitions under Chapter 11 of the U.S. Bankruptcy Code, 11 U.S.C. §§ 101 *et. seq.* (the "Bankruptcy Code") on or about June 15, 2004 (the "Petition Date"), and are presently operating as a debtor-in-possession case in accordance with §1107 and §1108 of the Bankruptcy Code;
2. That on or about June 15, 2004, an order was entered for the joint administration of both cases under the case number set forth in the caption above;
3. The Debtors' principal places of business are located in Jefferson and Clark counties, Indiana;
4. Kiel Bros. Oil Co., Inc. (hereinafter referred to as "Kiel Bros.") is a privately-held,

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DOCUMENT NO. 304gm

Indiana Subchapter-S corporation, engaged in the business of petroleum wholesaling operations in Indiana, Kentucky and Ohio and the operation of convenience stores in Indiana, Kentucky and Illinois;

5. KP Oil, Inc. (hereinafter referred to as "KP Oil) is essentially a real estate holding company, and the operational functions of Kiel Bros. and KP Oil were consolidated within Kiel Bros. while the real estate holdings of both companies were consolidated within KP Oil;

INDEBTEDNESS

6. As of the Petition Date, the Debtors, more specifically KP Oil, were indebted to Stop 3 Truck Plaza, Inc. as follows:

a. On or about September 29, 1995, KP Oil purchased real estate located near the intersection of Interstate 70 and S.R. 3 in Henry County, Indiana (which is more specifically described on the attached **Exhibit "A"** which is incorporated herein by reference as if fully set forth hereunder) from Stop 3 Truck Plaza, Inc. (hereinafter referred to as "Stop 3") for the amount of One Million Seven Hundred Fifteen Thousand Dollars ($1,715,000.00). A true, correct and authentic copy of the Contract for Purchase of Property is attached hereto as **Exhibit "B"** and incorporated herein by reference as if fully set forth hereunder;

b. As part of the purchase, KP Oil executed a Installment Promissory Note in favor of Stop 3 on October 1, 2004 in the original principal amount of One Million Five Hundred Forty Three Thousand Five Hundred Dollars ($1,543,500.00) hereinafter referred to as the "Note". A true, correct and authentic copy of the Note is attached hereto as **Exhibit "C"** and incorporated herein by reference as if fully set

forth hereunder;

c. Subsequent to the purchase, KP Oil executed a Amended Installment On Promissory Note in favor of Stop 3 in the original principal amount of One Million Five Hundred Forty Three Thousand Five Hundred Dollars ($1,543,500.00) hereinafter referred to as the "Amended Note". A true, correct and authentic copy of the Amended Note is attached hereto as **Exhibit "D"** and incorporated herein by reference as if fully set forth hereunder;

7. As of the Petition Date, there was **$1,149,447.73 owing to Stop 3 from KP Oil** under the Note, plus per diem interest from and after the Petition Date in the amount of Two Hundred Fifty-One and 93/100 Dollars ($251.93), plus costs and reasonable attorneys' fees reimbursable to Stop 3 pursuant to the Note and Mortgage;

COLLATERAL FOR INDEBTEDNESS

8. On September 29, 1995, KP Oil, for valid and sufficient consideration, to secure repayment of the Note in the amount of One Million Five Hundred Forty Three Thousand Five Hundred ($1,543,500.00), plus interest, costs, expenses and attorneys fees, executed and delivered to Stop 3, a Real Estate Mortgage ("Mortgage") on the real estate described in paragraph 6(a) above which said Mortgage was recorded on October 6, 1995 in the Office of the Henry County Recorder as instrument no. 95008235. A true, correct and authentic copy of the Mortgage is attached hereto as **Exhibit "E"** and incorporated herein by reference as if fully set forth hereunder;

9. Stop 3 has a properly perfected security interest in the Collateral;

10. No agreement has been reached with the Debtors as to the use of Stop 3's collateral and the Debtors have yet to file their Chapter 11 Plan of reorganization;

11. KP Oil is using Stop 3's collateral without making any payments to Stop 3 and the Debtors' use of the collateral may be causing the collateral to depreciate in value;

12. The interest of Stop 3 has not been adequately protected by the Debtors;

13. Pursuant to the provisions of the Amended Note, mortgage payments are currently due for July 2004 and August 2004 in the amount of $12,826.13 each for a total arrears claim of $25,652.26 as of August 1, 2004;

14. Pursuant to 11 U.S.C. §506(b), Stop 3 is not only allowed a secured claim in the amount of $1,149,447.73, but is also entitled to interest on such claim, reasonable attorney's fees, costs and charges as provided for in both the Amended Note and the Mortgage;

15. The failure to make payments is cause for the Court to grant relief from the automatic stay to Stop 3 within the meaning of 11 U.S.C. §362;

16. Stop 3 moves the court to order the subject real estate abandoned from the bankruptcy estate and that the automatic stay be lifted so that it can proceed to foreclose upon its debt against the Debtor ***in rem***;

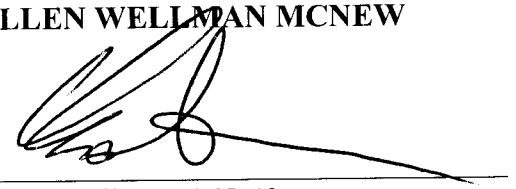
17. Stop 3 has retained Eric N. Allen and Jonathan M. Brown of Allen Wellman McNew, Five Courthouse Plaza, Box 455, Greenfield, IN 46140 to represent it in the matters currently pending before the bankruptcy court and it is incurring attorney fees;

WHEREFORE, Stop 3 Truck Plaza, Inc., by counsel, respectfully requests the court terminate the automatic stay of 11 U.S.C. §362, enter an order authorizing Stop 3 to foreclose its mortgage on the above-described property, order that the property is abandoned from the bankruptcy estate, and in the event the court does not grant relief from the automatic stay, that the Court direct the Debtors, specifically KP Oil, Inc., to pay Stop 3 Truck Plaza, Inc. adequate

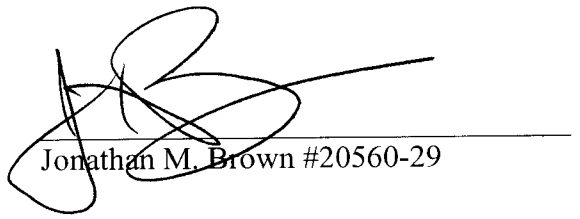
protection payments pursuant to 11 U.S.C. §363 for the Debtors' use of Stop 3's collateral, for reasonable attorney fees, and for all other just and appropriate relief.

Respectfully Submitted,

**ALLEN WELLMAN MCNEW**



Eric N. Allen #2365-49



Jonathan M. Brown #20560-29

ALLEN WELLMAN MCNEW
Five Courthouse Plaza, Box 455
Greenfield, IN 46140
(317) 462-3455

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served upon the following by regular U.S. Mail, postage prepaid, this 30th day of August, 2004:

U.S. Trustee
101 West Ohio, Suite 2700
Indianapolis, Indiana 46204

Jay Jaffee
John F. W. Fleming
600 East 96th Street, Suite 600
Indianapolis, Indiana 46240

Terry E. Hall
300 North Meridian Street, Suite 2700
Indianapolis, Indiana 46204

George W. Hopper
HOPPER BLACKWELL PC
Counsel for National City Bank of Indiana
111 Monument Circle, Suite 452
Indianapolis, Indiana 46204-5101

John Goggins
National City Bank
1 National City Center, Suite 735
Indianapolis, IN 46255

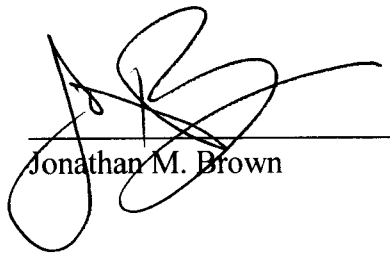
Ben T. Caughey
Henry Efroymson
Jeffrey Hokanson
ICE MILLER
One American Square
P.O. Box 82001
Indianapolis, Indiana 46282-0002

Brett H. Miller
Scott L. Hazan
Melissa A. Hager
Thomas A. Pitta
OTTERBOURG STEINDLER HOUSTON & ROSEN PC
230 Park Avenue, FL 29
New York,, NY 10169

Unsecured Creditor's Committee Co-Chair
Coca Cola Enterprises, Inc.
Bill Kaye
31 Rose Lane
East Rockaway, NY 11518

Unsecured Creditor's Committee Co-Chair
McLane Co, Inc.
Neal Mayes
4747 McLane Parkway
Temple, TX 76504

Christopher Hagenow
Hopper Blackwell, P.C.
111 Monument Circle, Suite 452
Indianapolis, IN 46204



Jonathan M. Brown

ALLEN WELLMAN McNEW
Five Courthouse Plaza
P.O. Box 455
Greenfield, Indiana 46140
(317) 462-3455
Fax (317) 467-6109

# EXHIBIT A

DESCRIPTION OF TRACT "A": A part of the south half of Section 9, Township 16 North, Range 10 East, containing the southwesterly half of Lot Number 21, all of Lots Numbed 22, 23, 24, and 25, in Holwagers First Addition to Spiceland, Indiana, recorded in Plat Book 8, Pages 36 & 37, in the Office of the Recorder of Henry County, Indiana, being a part of Spiceland Township, Henry County, Indiana, all more particularly described as follows, to wit:

Beginning at an iron pipe stake found at the southeast corner of said Lot Number 25, thence on an assumed bearing of North 42 degrees 46 minutes 40 seconds East a distance of 450.00 feet along the southeasterly line of said addition (being on the northwesterly right of way line of State Road Number 3) to a 1/2 inch rebar, thence North 47 degrees 13 minutes 20 seconds West a distance of 677.60 feet to a 1/2 inch rebar, thence South 42 degrees 46 minutes 40 seconds West a distance of 450.00 feet to a 1/2 inch rebar, thence South 47 degrees 13 minutes 20 seconds East a distance of 677.60 feet to the point of beginning, containing 7.000 acres, more or less, subject to all easements of record and subject to the following easements:

Easement Number 1: Subject to the following described 40 feet wide permanent ingress - egress easement for unrestricted access by the grantors, their heirs, assigns, designees, and the general public, to a 3.000 acre tract retained by the grantors and lying to the northwest of the herein described 7.000 acre tract; said easement being described as follows, to wit: Commencing at an iron pipe stake at the southeast corner of the herein described 7.000 acre tract, thence North 47 degrees 13 minutes 20 seconds West a distance of 210.00 feet along the southwesterly line of said 7.000 acre tract to the point of beginning of said easement; thence North 47 degrees 13 minutes 20 seconds West a distance of 467.60 feet along the southwesterly line of said 7.000 acre tract to a 1/2 inch rebar at the southwest corner thereof; thence North 42 degrees 46 minutes 40 seconds East a distance of 40.00 feet along the northwesterly line of said 7.000 acre tract to a 1/2 inch rebar, thence South 47 degrees 13 minutes 20 seconds East a distance of 467.60 feet to a 1/2 inch rebar, thence South 42 degrees 46 minutes 40 seconds West a distance of 40.00 feet to the point of beginning.

Easement Number 2: This easement is for the same purposes and use as Easement Number 1 and is describes as follows, to wit:

Beginning at an iron pipe stake at the southeast corner of the herein described 7.000 acre tract, thence North 47 degrees 13 minutes 20 seconds West a distance of 210.00 feet along the southwesterly line of said said 7.000 acre tract to a 1/2 inch rebar, thence North 42 degrees 46 minutes 40 seconds East a distance of 55.00 feet to a 1/2 inch rebar, thence South 47 degrees 13 minutes 20 seconds East a distance of 160.00 feet to a point, thence North 42 degrees 46 minutes 40 seconds East a distance of 75.00 feet to a point, thence South 47 degrees 13 minutes 20 seconds East a distance of 50.00 feet to a point on the northwesterly right of way line of State Road Number 3, thence South 42 degrees 46 minutes 40 seconds West a distance of 130.00 feet along the northwesterly right of way line of State Road Number 3 to the point of beginning.

Easement Number 2 is for the purpose of providing a hard surface driveway and for access to an existing driveway entrance off of State Road Number 3 and may be relinquished by mutual agreement of the grantors and grantees herein, their heirs, or assigns.



EXHIBIT A

95008335

# CONTRACT FOR PURCHASE OF PROPERTY

KP OIL, INC. ("Purchaser"), hereby agrees to purchase from STOP 3 TRUCK PLAZA, INC. ("Seller"), and Seller hereby agrees to sell to Purchaser, all of that real estate located at 5809 S. State Road 3, in the City of Spiceland, Henry County, Indiana, and which is generally described on Exhibit A attached hereto and incorporated herein (the legal description of which real estate will be subject to precise determination by survey as provided in Section 7.1 below), together with all (a) buildings, improvements, machinery, equipment, apparatus, personal property and fixtures located thereon, attached thereto or used in connection therewith on the date of Purchaser's execution of this Contract (including, without limitation, all aboveground and underground storage tanks, vent pipes, lines and other components of the gasoline dispensing system located on or in said real estate, compressors, storage racks, shelving, bins, hoses, canopies, awnings, signs, pumps, coolers, refrigeration units, cash registers, food and drink dispensing units and other items used in connection with or located on said real estate, but excluding the personal property inventory located on said real estate on the Closing Date that will be sold to Purchaser as provided in Section 20); (b) rights, interests, privileges and easements appertaining thereto; (c) licenses, approvals and permits with respect thereto; and (d) warranties and guaranties relating thereto (all of the foregoing are collectively referred to as the "Property"), for One Million, Seven Hundred Fifteen Thousand Dollars Dollars ($1,715,000.00) (the "Purchase Price"), subject to and upon the following terms and conditions:

1. **Earnest Money Deposit**. Upon execution of this Contract, Purchaser shall deposit One Thousand Dollars ($1,000) with the Seller. Said deposit is hereinafter referred to as the "Earnest Money." PURCHASER SHALL FORFEIT THE EARNEST MONEY TO SELLER IF PURCHASER FAILS OR REFUSES TO PERFORM ITS OBLIGATIONS HEREIN SPECIFIED AND ALL CONDITIONS AND REQUIREMENTS OF THIS CONTRACT HAVE BEEN SATISFIED. Such forfeiture of Earnest Money shall constitute liquidated damages and shall be Seller's sole remedy at law or in equity. The Earnest Money otherwise shall be refunded or forfeited in accordance with the terms contained in this Contract, and, if all of the terms and conditions of this Contract are satisfied or waived and the transaction is closed, then the Earnest Money shall be applied to the Purchase Price.

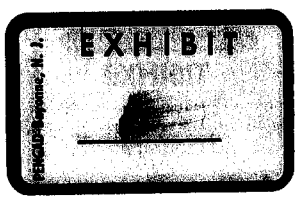
2. **Purchase Price**.

2.1 *Allocation.* Purchaser and Seller agree that Ten Thousand Dollars ($ 10,000.00 ) of the Purchase Price shall be allocated to the personal property components of the Property and One Million, Four Hundred Five Thousand Dollars ($1,405,000.00) of the Purchase Price shall be allocated to the real property components of the Property, and Three Hundred Thousand Dollars ($300,000.00) shall be allocated to Goodwill.

2.2 *Payment.* An amount equal to ten percent (10%) of the Purchase Price, less the Earnest Money and other credits and prorations provided for in this Contract, shall be paid by Purchaser to Seller on the Closing Date. The balance of the Purchase Price shall (a) bear interest at the rate of eight percent (8%) per annum, and (b) be paid in twenty (20) equal annual installments of One Hundred Fifty-Seven Thousand, Two Hundred Eight and 85/100 Dollars ($157,208.85 ) each commencing on the first anniversary of the Closing Date. Purchaser's obligation to pay the balance of the Purchase Price shall be evidenced by a promissory note (the "Note") and secured by a mortgage (the "Mortgage") on the Real Estate in the form and substance as the Installment Promissory Note and Real Estate Mortgage attached hereto as Exhibits B and C, respectively.

3. **Closing Date**. Subject to all other terms and conditions set forth in this Contract, the transaction shall be closed on or before October 1, 1995, with the exact date of closing (the "Closing Date") to be specified by Purchaser. The closing will take place at the office of the title insurance company issuing the Title Commitment (as herein defined) or such other place as the parties may mutually agree upon. The Purchaser shall pay its attorneys' fees, one-half of the closing fees charged by the Title Insurer, and the recording fees for the deed and Mortgage. The Seller shall pay any and all conveyance fees, its attorneys' fees, one-half of the closing fees charged by the Title Insurer, and all costs associated with removing any title defects. Any fees or charges for sewer, water or other utility services shall be pro-rated as of the Closing Date.

4. **Closing Documents**. At closing, Seller shall deliver: (a) a duly executed General Warranty Deed conveying marketable fee simple title to the real property components of the Property (the "Real Estate") to Purchaser free of any and all liens, encumbrances, easements, restrictions, covenants or other title defects, except the lien of nondelinquent real estate taxes and other matters, if any, disclosed in the Title Commitment (as hereinafter defined) and accepted by Purchaser in writing; (b) a duly executed vendor's affidavit in form and substance satisfactory to Purchaser; (c) a duly executed non-foreign affidavit in form and substance satisfactory to Purchaser; (d) a duly executed Warranty Bill of Sale conveying merchantable title to the personal property components of the Property (the "Personal Property") to Purchaser, free of any and all liens, security interests and other encumbrances, in form and substance satisfactory to Purchaser; and (e) any and all other documents contemplated by this Contract or required by applicable law to consummate the sale of the Property. At closing, Purchaser shall deliver: (a) the Note; (b) the Mortgage; and (c) any and all other documents contemplated by this Contract or required by applicable law to consummate the sale of the Property. Purchaser and Seller acknowledge that the transactions contemplated by this Contract are subject to the provisions of the Indiana Responsible Property Transfer Law (Ind. Code 13-7-22.5-1, et seq.). Seller agrees that it shall comply with the provisions of the Indiana Responsible Property Transfer Law and provide the Purchaser with a "disclosure document" as and when required by the Indiana Responsible Property Transfer Law.



5. **Date of Possession.** Possession of the Property shall be delivered on the Closing Date, free and clear of all rights and claims of any other party to the possession, use or control of the Property.

6. Taxes and Assessment. Purchaser assumes and agrees to pay (a) all assessments for improvements becoming a lien after the Closing Date; and (b) its pro rata portion of the real estate taxes assessed for and becoming a lien during the calendar year in which closing occurs (based upon the number of days remaining in such calendar year after the Closing Date). Seller shall pay (a) all assessments for improvements not assumed by Purchaser; (b) its pro rata portion of the real estate taxes assessed for and becoming a lien during the calendar year in which closing occurs (based upon the number of days in such calendar year prior to and including the Closing Date); and (c) all delinquent real estate taxes and assessments (and penalties and interest thereon, if any). The present tax rate and assessed values shall be used for the purposes of the prorations under this Section if the applicable tax rate and assessed values have not been set. Any taxes or assessments (and penalties and interest thereon, if any) which are either (a) not assumed by Purchaser and which are not due and payable at the time of closing; or (b) delinquent at time of closing, shall be allowed to Purchaser as a credit against the Purchase Price at closing.

7. **Conditions of Performance.** Purchaser's obligations under this Contract are subject to the timely and complete satisfaction of the following conditions, unless waived in writing by Purchaser.

7.1 *Survey.* Seller, at its cost and expense and on or before the Closing Date, shall provide Purchaser with a survey of the Real Estate conforming to the minimum standard detail requirements for an Indiana Land Title survey; certified as of a current date to Purchaser by an Indiana registered land surveyor acceptable to Purchaser; and in all other respects satisfactory to Purchaser. The survey shall establish the precise legal description of the Real Estate.

7.2 *Title Insurance.* Seller, at its cost and expense and on or before the Closing Date, shall provide Purchaser with a title insurance commitment for the Property issued by a title insurance company acceptable to Purchaser (the "Title Insurer"), in which commitment the Title Insurer shall agree to (a) insure for the amount of the Purchase Price and marketable fee simple title to the Real Estate, free of all exceptions (including, without limitation, the standard exceptions), except only the lien of nondelinquent real estate taxes and assessments and any other matters that Purchaser may accept in writing; and (b) issue such endorsements as Purchaser may reasonably request (including, without limitation, endorsements insuring access to the Property) (the "Title Commitment").

7.3 *Condition of Property.* Purchaser, at its cost and expense and on or before the Closing Date, shall have determined, in its sole discretion, that: (a) there are no conditions existing on or with respect to the Property which would adversely affect Purchaser's intended use, development or operation of the Property or require unusually costly development techniques; (b) the current zoning of the Property is proper for and will permit Purchaser's intended use, development and operation thereof; (c) all improvements and all mechanical and electrical components constituting a part of the Property are structurally sound, in good working condition and in compliance with all applicable laws, ordinances, codes, rules, regulations, orders and requirements of all governmental authorities; (d) it can obtain all permits, approvals, variances, vacations, releases and other authorizations necessary or appropriate for Purchaser's intended use, operation or development of the Property; and (e) there are no conditions existing on the Property or resulting from the past operations on the Property that may give rise to any future civil, criminal or administrative environmental proceedings or investigations with respect to the Property or Seller's use thereof or which require remediation or other curative actions. Seller agrees to provide Purchaser with copies of all data and reports relating to the Property (including, without limitation, all registrations, permits and filings, all tank and line tests, all gasoline inventory data and all records concerning the Property) at least ten (10) days prior to the Closing Date and to furnish such other information regarding the Property as Purchaser may, from time to time, reasonably request.

7.4 *Litigation and Representations.* As of the Closing Date, no action or proceeding before a court or other governmental agency or officer shall be pending (and to the best of either Seller's or Purchaser's knowledge, no such action or proceeding shall be threatened) that prohibits Seller from conveying or transferring the Property or any portion thereof to Purchaser. As of the Closing Date, the representations and warranties set forth in Section 9 shall be true and accurate.

8. **Nonperformance.** In the event that one or more of the conditions set forth in Section 7 are not timely and completely satisfied, Purchaser may cancel this Contract and all of its obligations hereunder by written notice to Seller, in which event, all Earnest Money deposited shall be immediately refunded to Purchaser.

9. **Representations and Warranties.** Seller hereby represents and warrants to Purchaser (and shall be deemed to represent and warrant to Purchaser on the Closing Date) that (a) there is no condemnation or similar proceeding which is pending or threatened against the Property or any part thereof; (b) Seller has not received any notification from any governmental agency, authority or instrumentality of any pending or threatened assessments on or against the Property for the cost of improvements to be made with respect to the Property or any part thereof; (c) after the execution of this Contract, Seller will not create, permit or suffer any lien or other encumbrance to attach to or affect the Property, except for the lien of nondelinquent taxes; (d) there are no claims, actions, suits, proceedings or investigations pending or threatened with respect to or in any manner affecting the Property or Seller's ownership or

operation thereof; (e) no work has been performed or is in progress at, and no materials have been furnished to, the Property or any portion thereof which is presently the subject of or which might give rise to mechanics', materialmen's or other liens affecting the Property or any portion thereof; (f) prior to the closing, Seller shall not sell, assign, transfer, lease, sublease, encumber or convey any right, title or interest whatsoever in or to the Property or any portion thereof without Purchaser's prior written consent, nor shall Seller amend, modify, terminate or alter any currently existing agreement or document relating to the Property without Purchaser's prior written consent; (g) the Property and the current use and operation thereof are in compliance with all applicable building codes, zoning and land use laws and ordinances, and all other local, state and federal laws and regulations; (h) there exists no contracts or agreements with respect to the use or operation of the Property, except contracts and agreements between Seller and Purchaser; (i) Seller has paid all charges and fees and has completed, filed, obtained, submitted and made all filings, notifications, registrations, permits, approvals, inspections and tests that are required under applicable laws, ordinances, rules or regulations to be paid, completed, filed, obtained, submitted or made on account of the Property or in connection with the current or past use or operation thereof; (j) the current use and operation of the Property does not violate any covenants, conditions or restrictions applicable thereto; (k) there are no conditions existing on the Property or resulting from the past operations on the Property that may give rise to any future civil, criminal or administrative environmental proceedings or investigations with respect to the Property or Seller's use thereof or which require remediation or other curative actions; (l) the Property is not located in an area designated as requiring flood insurance as established by the Flood Disaster Act of 1973, as amended; and (m) the Property and all components thereof are structurally sound and in good working condition.

10. Damage and Condemnation. If any time prior to closing (a) the Property or any portion thereof shall be damaged or destroyed, (b) the Property shall be condemned, in whole or in part, or (c) any notice of condemnation shall be given, then Purchaser, at its sole option, may cancel this Contract or proceed with closing. If Purchaser elects to proceed with closing, then Purchaser may (a) apply the proceeds of any condemnation award or insurance policy to reduce the Purchase Price, or (b) accept an assignment of such proceeds. If Purchaser elects to cancel this Contract, as provided in this Contract, all Earnest Money deposited shall be immediately refunded to Purchaser.

11. Inspection. Purchaser and its employees, agents and independent contractors shall have the right to enter upon the Property and conduct all tests and examinations which they deem necessary.

12. Notices. All notices shall be deemed delivered to Seller when deposited in the U.S. mail, addressed to Seller at 17174 W. Delaware, Cambridge City, Indiana 47327; and to Purchaser when so deposited and addressed to Purchaser at 3801 Tupelo Drive, Columbus, Indiana 47202.

13. Specific Performance. Seller agrees that money damages are not an adequate remedy for breach of this Contract by Seller, and, in addition to any other remedies available to Purchaser in the event of a breach by Seller, Purchaser shall be entitled to (a) the remedy of specific performance to enforce the terms hereof; or (b) cancel this Contract and all of its obligations hereunder by written notice to Seller, in which event, all Earnest Money deposited shall be immediately refunded to Purchaser.

14. Brokers. Purchaser and Seller hereby represent and warrant to each other that they have not dealt with any broker in connection with this transaction. Purchaser and Seller hereby further represent and warrant to each other that no fee, commission or similar compensation shall be payable by Seller or Purchaser to any broker or any other similar person, as a result of any agreement or action by Purchaser or Seller, respectively.

15. Survival and Indemnity. Seller and Purchaser shall each indemnify and hold the other harmless from and against all costs and damages (including attorneys' fees and court costs) incurred as a result of any breach of any representation or warranty by Seller or Purchaser, respectively. All representations, warranties and indemnification obligations set forth in this Contract shall survive the closing and shall not be merged into any document of transfer or conveyance.

16. General. The captions and section numbers shall not be considered in any way to affect the interpretation of this Contract. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, and personal representatives. This Contract is the final expression of the complete and exclusive agreement between Seller and Purchaser. This Contract shall not be construed with resort to any presumption against the preparer or maker hereof.

17. Authority. Each undersigned person signing this Contract on behalf of any party that is a corporation, partnership or other entity certifies that: (a) he is fully empowered and duly authorized by any and all necessary action or consent required under any applicable articles of incorporation, bylaws, partnership agreement or other agreement to execute and deliver this Contract for and on behalf of said party; (b) that said party has full capacity, power and authority to enter into and carry out its obligations under this Contract; and (c) that this Contract has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of such party, enforceable in accordance with its terms.

18. Recording. This Contract shall not be recorded. However, upon request by Purchaser, Seller shall execute and deliver to Purchaser, duplicate originals of a memorandum of this Contract, in recordable form, satisfactory to Purchaser in its sole discretion.

19. Facsimile. The parties agree that this Contract may be executed in separate counterparts, each of which when executed shall be an original; but all of such counterparts shall together constitute but one and the same agreement. The parties agree that a facsimile of either party's execution of this Contract shall be binding upon such party. Each party agrees that it shall send an original Contract to the other party by overnight courier within seventy-two (72) hours after sending the Contract by facsimile.

20. Inventory. Seller agrees that it shall sell the personal property inventory located on the Real Estate on the Closing Date to Purchaser for an amount equal to Seller's actual cost and pursuant to such other terms and conditions that are mutually acceptable to Seller and Purchaser.

This Contract for Purchase of Property is hereby executed as of the 29th day of September, 1995.

PURCHASER:

KP OIL, INC.

By: _____

Printed: Gregory J. PENCE

Title: Executive Vice-President

SELLER: STOP 3 TRUCK PLAZA, INC.

By: _____

Printed: Michael S. Muse Peer

_____

Printed: _____

# EXHIBIT A

DESCRIPTION OF TRACT "A": A part of the south half of Section 9, Township 16 North, Range 3 East, containing the southwesterly half of Lot Number 21, all of Lots Numbed 22, 23, 24, and 25, in Hollwagers First Addition to Spiceland, Indiana, recorded in Plat Book 8, Pages 36 & 37, in the Office of the Recorder of Henry County, Indiana, being a part of Spiceland Township, Henry County, Indiana, all more particularly described as follows, to wit:

Beginning at an iron pipe stake found at the southeast corner of said Lot Number 25, thence on an assumed bearing of North 42 degrees 46 minutes 40 seconds East a distance of 450.00 feet along the southeasterly line of said addition (being on the northwesterly right of way line of State Road Number 3) to a 1/2 inch rebar, thence North 47 degrees 13 minutes 20 seconds West a distance of 677.60 feet to a 1/2 inch rebar, thence South 42 degrees 46 minutes 40 seconds West a distance of 450.00 feet to a 1/2 inch rebar, thence South 47 degrees 13 minutes 20 seconds East a distance of 677.60 feet to the point of beginning, containing 7.000 acres, more or less, subject to all easements of record and subject to the following easements:

Easement Number 1: Subject to the following described 40 feet wide permanent ingress - egress easement for unrestricted access by the grantors, their heirs, assigns, designees, and the general public, to a 3.000 acre tract retained by the grantors and lying to the northwest of the herein described 7.000 acre tract; said easement being described as follows, to wit: Commencing at an iron pipe stake at the southeast corner of the herein described 7.000 acre tract, thence North 47 degrees 13 minutes 20 seconds West a distance of 210.00 feet along the southwesterly line of said 7.000 acre tract to the point of beginning of said easement; thence North 47 degrees 13 minutes 20 seconds West a distance of 467.60 feet along the southwesterly line of said 7.000 acre tract to a 1/2 inch rebar at the southwest corner thereof, thence North 42 degrees 46 minutes 40 seconds East a distance of 40.00 feet along the northwesterly line of said 7.000 acre tract to a 1/2 inch rebar, thence South 47 degrees 13 minutes 20 seconds East a distance of 467.60 feet to a 1/2 inch rebar, thence South 42 degrees 46 minutes 40 seconds West a distance of 40.00 feet to the point of beginning.

Easement Number 2: This easement is for the same purposes and use as Easement Number 1 and is describes as follows, to wit:

Beginning at an iron pipe stake at the southeast corner of the herein described 7.000 acre tract, thence North 47 degrees 13 minutes 20 seconds West a distance of 210.00 feet along the southwesterly line of said said 7.000 acre tract to a 1/2 inch rebar, thence North 42 degrees 46 minutes 40 seconds East a distance of 55.00 feet to a 1/2 inch rebar, thence South 47 degrees 13 minutes 20 seconds East a distance of 160.00 feet to a point, thence North 42 degrees 46 minutes 40 seconds East a distance of 75.00 feet to a point, thence South 47 degrees 13 minutes 20 seconds East a distance of 50.00 feet to a point on the northwesterly right of way line of State Road Number 3, thence South 42 degrees 46 minutes 40 seconds West a distance of 130.00 feet along the northwesterly right of way line of State Road Number 3 to the point of beginning.

Easement Number 2 is for the purpose of providing a hard surface driveway and for access to an existing driveway entrance off of State Road Number 3 and may be relinquished by mutual agreement of the grantors and grantees herein, their heirs, or assigns.

*Note: Use of this form constitutes practice of law and is limited to practicing lawyers. Care should be taken as to whether or not Federal or State disclosures are applicable.*

# INSTALLMENT PROMISSORY NOTE

$ 1,543,500.00 Final Installment Due Date: October 1, 2015

For value received, the undersigned (jointly and severally) promise(s) to pay to the order of Stop 3 Truck Plaza, Inc., of Henry County, State of Indiana the sum of One Million, Five Hundred Forty-Three Thousand, Five Hundred Dollars ($1,543,500.), at 17174 W. Delaware, Cambridge City, IN 47327 or at such other place as the holder hereof may direct in writing, with interest upon the unpaid principal balance at the rate of eight percent (8---%) per annum from the date of this instrument until maturity, and ten percent (10----%) per annum after maturity until paid, with attorneys' fees and costs of collection and without relief from valuation and appraisement laws, payment of principal and interest to be made as follows:

Twenty (20) equal annual installments of One Hundred Fifty-Seven Thousand, Two Hundred Eight and 85/100 Dollars ($157,208.85 ) each, commencing on October 1, 1996, and payable on the same day of each year thereafter.

~~This note may be prepaid in full or in part on any interest paying date.~~ MB

In the event of default in payment of any of said installments when due, the entire unpaid balance of principal and interest shall become due and payable immediately, without notice, at the election of the holder hereof.

The maker(s) and indorser(s) jointly and severally waive demand, presentment, protest, notice of protest and notice of nonpayment or dishonor of this note, and each of them consents to extensions of the time of payment of this note.

No delay or omission on the part of the holder hereof in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the holder hereof of any right or remedy shall preclude other or further exercise thereof or of any other right or remedy.

This note, and any extensions or renewals hereof, is secured by a ~~(Security Agreement)~~ (Mortgage on real estate in Henry County, Indiana) dated OCTOBER 1, 1995, and executed in favor of and delivered to the payee(s) hereof by KP OIL INC., to which reference is made for other rights as to prepayment and acceleration. (If this is not a secured note, strike for the foregoing paragraph).

Signed and delivered at Columbus, IN., this 1st day of October, 19 95.

KP OIL, INC.

By:

**Signature:** _____ **Signature:** _____

**Printed:** GREGORY J. GENCE **Printed:** _____

**Title:** ~~Agency~~ Executive Vice-Pres.

**Address:** _____ **Address:** _____

EXHIBIT C

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EXHIBIT "B"

# AMENDED
# INSTALLMENT ON PROMISSORY NOTE

$1,543,500.00 Final Installment Due Date: October 1, 2015

For value received, the undersigned (jointly and severally) promises to pay to the order of Stop 3 Truck Plaza, Inc., of Henry County, State of Indiana, One Million, Five Hundred Forty-Three Thousand, Five Hundred Dollars ($1,543,500.00), at 17174 W. Delaware, Cambridge City, IN 47327 or at such other place as the holder hereof may direct in writing, with interest upon the unpaid principal balance at the rate of eight percent (8%) per annum from the date of this instrument until maturity, and ten percent (10%) per annum after maturity until paid, with attorneys' fees and costs of collection and without relief from valuation and appraisement laws, payment of principal and interest to be made as follows:

Equal installments of Twelve Thousand Eight Hundred Twenty-Six and 13/100 Dollars ($12,826.13) each month, commencing on November 1, 1996, and payable on the same day of each month thereafter until paid in full in accordance with the amortization schedule attached hereto.

**THIS NOTE SUPERSEDES and REPLACES THAT NOTE ORIGINALLY EXECUTED ON OCTOBER 1, 1995, AND AMENDS THE ORIGINAL NOTE RELATIVE TO THE SCHEDULE OF PAYMENTS ONLY.**

In the event of default in payment of any of said installments when due, the entire unpaid balance of principal and interest shall become due and payable immediately, without notice, at the election of the holder hereof.

The maker(s) and indorser(s) jointly and severally waive demand, presentment, protest, notice of protest and notice of nonpayment or dishonor of this note, and each of them consents to extensions of the time of payment of this note.

No delay or omission on the part of the holder hereof in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the holder hereof of any right or remedy shall preclude other or further exercise thereof or of any other right or remedy.

This note, and nay extensions or renewals hereof, is secured by a Mortgage on real estate in Henry County, Indiana dated September 29, 1995, and executed in favor of and delivered to the payee(s) hereof by Gregory J. Pence, Vice President, KP Oil, Inc. to which reference is made for other rights as to prepayment and acceleration.

Execution of this note also amends and replaces reference to the schedule of payments referred to in the Real Estate Mortgage recorded in the Office of the Recorder of Henry County, Indiana, in Mortgage Record 521, page 350-352. The same having been recorded on October 6, 1995.

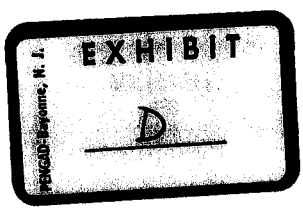
Signed and delivered at Columbus, Indiana, this 7th day of December, 1995.

**KP OIL, INC.**

By:
Signature: _____

Printed: Gregory J. Pence

Title: Executive Vice President



STOP 3 TRUCK PLAZA, INC.
17174 W DELAWARE, CAMBRIDGE CITY, IN 47327

| | INTEREST RATE | BEG BALANCE | INTEREST | PRINCIPAL | TOTAL CHECK | END BALANCE |
|---|---|---|---|---|---|---|
| 11-1-95 | 8.00% | 1,543,500.00 | 10,176.92 | 2,649.21 | 12,826.13 | 1,540,850.79 |
| 12-1-95 | 8.00% | 1,540,850.79 | 10,159.46 | 2,666.67 | 12,826.13 | 1,538,184.12 |
| 1-1-96 | 8.00% | 1,538,184.12 | 10,141.87 | 2,684.26 | 12,826.13 | 1,535,499.86 |
| 2-1-96 | 8.00% | 1,535,499.86 | 10,124.17 | 2,701.96 | 12,826.13 | 1,532,797.91 |
| 3-1-96 | 8.00% | 1,532,797.91 | 10,106.36 | 2,719.77 | 12,826.13 | 1,530,078.14 |
| 4-1-96 | 8.00% | 1,530,078.14 | 10,088.43 | 2,737.70 | 12,826.13 | 1,527,340.43 |
| 5-1-96 | 8.00% | 1,527,340.43 | 10,070.38 | 2,755.75 | 12,826.13 | 1,524,584.68 |
| 6-1-96 | 8.00% | 1,524,584.68 | 10,052.21 | 2,773.92 | 12,826.13 | 1,521,810.76 |
| 7-1-96 | 8.00% | 1,521,810.76 | 10,033.92 | 2,792.21 | 12,826.13 | 1,519,018.54 |
| 8-1-96 | 8.00% | 1,519,018.54 | 10,015.51 | 2,810.62 | 12,826.13 | 1,516,207.92 |
| 9-1-96 | 8.00% | 1,516,207.92 | 9,996.98 | 2,829.15 | 12,826.13 | 1,513,378.77 |
| 10-1-96 | 8.00% | 1,513,378.77 | 9,978.32 | 2,847.81 | 12,826.13 | 1,510,530.96 |
| 11-1-96 | 8.00% | 1,510,530.96 | 9,959.54 | 2,866.59 | 12,826.13 | 1,507,664.37 |
| 12-1-96 | 8.00% | 1,507,664.37 | 9,940.64 | 2,885.49 | 12,826.13 | 1,504,778.89 |
| 1-1-97 | 8.00% | 1,504,778.89 | 9,921.62 | 2,904.51 | 12,826.13 | 1,501,874.38 |
| 2-1-97 | 8.00% | 1,501,874.38 | 9,902.47 | 2,923.66 | 12,826.13 | 1,498,950.71 |
| 3-1-97 | 8.00% | 1,498,950.71 | 9,883.19 | 2,942.94 | 12,826.13 | 1,496,007.78 |
| 4-1-97 | 8.00% | 1,496,007.78 | 9,863.79 | 2,962.34 | 12,826.13 | 1,493,045.43 |
| 5-1-97 | 8.00% | 1,493,045.43 | 9,844.26 | 2,981.87 | 12,826.13 | 1,490,063.56 |
| 6-1-97 | 8.00% | 1,490,063.56 | 9,824.59 | 3,001.54 | 12,826.13 | 1,487,062.02 |
| 7-1-97 | 8.00% | 1,487,062.02 | 9,804.80 | 3,021.33 | 12,826.13 | 1,484,040.70 |
| 8-1-97 | 8.00% | 1,484,040.70 | 9,784.88 | 3,041.25 | 12,826.13 | 1,480,999.45 |
| 9-1-97 | 8.00% | 1,480,999.45 | 9,764.83 | 3,061.30 | 12,826.13 | 1,477,938.15 |
| 10-1-97 | 8.00% | 1,477,938.15 | 9,744.65 | 3,081.48 | 12,826.13 | 1,474,856.67 |
| 11-1-97 | 8.00% | 1,474,856.67 | 9,724.33 | 3,101.80 | 12,826.13 | 1,471,754.87 |
| 12-1-97 | 8.00% | 1,471,754.87 | 9,703.88 | 3,122.25 | 12,826.13 | 1,468,632.62 |
| 1-1-98 | 8.00% | 1,468,632.62 | 9,683.29 | 3,142.84 | 12,826.13 | 1,465,489.78 |
| 2-1-98 | 8.00% | 1,465,489.78 | 9,662.57 | 3,163.56 | 12,826.13 | 1,462,326.22 |
| 3-1-98 | 8.00% | 1,462,326.22 | 9,641.71 | 3,184.42 | 12,826.13 | 1,459,141.80 |
| 4-1-98 | 8.00% | 1,459,141.80 | 9,620.72 | 3,205.41 | 12,826.13 | 1,455,936.39 |
| 5-1-98 | 8.00% | 1,455,936.39 | 9,599.58 | 3,226.55 | 12,826.13 | 1,452,709.84 |
| 6-1-98 | 8.00% | 1,452,709.84 | 9,578.31 | 3,247.82 | 12,826.13 | 1,449,462.01 |
| 7-1-98 | 8.00% | 1,449,462.01 | 9,556.89 | 3,269.24 | 12,826.13 | 1,446,192.78 |
| 8-1-98 | 8.00% | 1,446,192.78 | 9,535.34 | 3,290.79 | 12,826.13 | 1,442,901.98 |
| 9-1-98 | 8.00% | 1,442,901.98 | 9,513.64 | 3,312.49 | 12,826.13 | 1,439,589.49 |
| 10-1-98 | 8.00% | 1,439,589.49 | 9,491.80 | 3,334.33 | 12,826.13 | 1,436,255.16 |
| 11-1-98 | 8.00% | 1,436,255.16 | 9,469.81 | 3,356.32 | 12,826.13 | 1,432,898.85 |
| 12-1-98 | 8.00% | 1,432,898.85 | 9,447.68 | 3,378.45 | 12,826.13 | 1,429,520.40 |
| 1-1-99 | 8.00% | 1,429,520.40 | 9,425.41 | 3,400.72 | 12,826.13 | 1,426,119.68 |
| 2-1-99 | 8.00% | 1,426,119.68 | 9,402.99 | 3,423.14 | 12,826.13 | 1,422,696.54 |
| 3-1-99 | 8.00% | 1,422,696.54 | 9,380.42 | 3,445.71 | 12,826.13 | 1,419,250.82 |
| 4-1-99 | 8.00% | 1,419,250.82 | 9,357.70 | 3,468.43 | 12,826.13 | 1,415,782.39 |
| 5-1-99 | 8.00% | 1,415,782.39 | 9,334.83 | 3,491.30 | 12,826.13 | 1,412,291.09 |
| 6-1-99 | 8.00% | 1,412,291.09 | 9,311.81 | 3,514.32 | 12,826.13 | 1,408,776.77 |
| 7-1-99 | 8.00% | 1,408,776.77 | 9,288.64 | 3,537.49 | 12,826.13 | 1,405,239.28 |
| 8-1-99 | 8.00% | 1,405,239.28 | 9,265.31 | 3,560.82 | 12,826.13 | 1,401,678.46 |
| 9-1-99 | 8.00% | 1,401,678.46 | 9,241.84 | 3,584.29 | 12,826.13 | 1,398,094.17 |
| 10-1-99 | 8.00% | 1,398,094.17 | 9,218.20 | 3,607.93 | 12,826.13 | 1,394,486.24 |

STOP 3 TRUCK PLAZA, INC.
17174 W DELAWARE, CAMBRIDGE CITY, IN 47327

| | INTEREST RATE | BEG BALANCE | INTEREST | PRINCIPAL | TOTAL CHECK | END BALANCE |
|---|---|---|---|---|---|---|
| 11-1-99 | 8.00% | 1,394,486.24 | 9,194.41 | 3,631.72 | 12,826.13 | 1,390,854.53 |
| 12-1-99 | 8.00% | 1,390,854.53 | 9,170.47 | 3,655.66 | 12,826.13 | 1,387,198.87 |
| 1-1-00 | 8.00% | 1,387,198.87 | 9,146.37 | 3,679.76 | 12,826.13 | 1,383,519.10 |
| 2-1-00 | 8.00% | 1,383,519.10 | 9,122.10 | 3,704.03 | 12,826.13 | 1,379,815.08 |
| 3-1-00 | 8.00% | 1,379,815.08 | 9,097.68 | 3,728.45 | 12,826.13 | 1,376,086.63 |
| 4-1-00 | 8.00% | 1,376,086.63 | 9,073.10 | 3,753.03 | 12,826.13 | 1,372,333.60 |
| 5-1-00 | 8.00% | 1,372,333.60 | 9,048.35 | 3,777.78 | 12,826.13 | 1,368,555.82 |
| 6-1-00 | 8.00% | 1,368,555.82 | 9,023.44 | 3,802.69 | 12,826.13 | 1,364,753.13 |
| 7-1-00 | 8.00% | 1,364,753.13 | 8,998.37 | 3,827.76 | 12,826.13 | 1,360,925.38 |
| 8-1-00 | 8.00% | 1,360,925.38 | 8,973.13 | 3,853.00 | 12,826.13 | 1,357,072.38 |
| 9-1-00 | 8.00% | 1,357,072.38 | 8,947.73 | 3,878.40 | 12,826.13 | 1,353,193.98 |
| 10-1-00 | 8.00% | 1,353,193.98 | 8,922.16 | 3,903.97 | 12,826.13 | 1,349,290.01 |
| 11-1-00 | 8.00% | 1,349,290.01 | 8,896.42 | 3,929.71 | 12,826.13 | 1,345,360.30 |
| 12-1-00 | 8.00% | 1,345,360.30 | 8,870.51 | 3,955.62 | 12,826.13 | 1,341,404.67 |
| 1-1-01 | 8.00% | 1,341,404.67 | 8,844.43 | 3,981.70 | 12,826.13 | 1,337,422.97 |
| 2-1-01 | 8.00% | 1,337,422.97 | 8,818.17 | 4,007.96 | 12,826.13 | 1,333,415.01 |
| 3-1-01 | 8.00% | 1,333,415.01 | 8,791.75 | 4,034.38 | 12,826.13 | 1,329,380.63 |
| 4-1-01 | 8.00% | 1,329,380.63 | 8,765.15 | 4,060.98 | 12,826.13 | 1,325,319.65 |
| 5-1-01 | 8.00% | 1,325,319.65 | 8,738.37 | 4,087.76 | 12,826.13 | 1,321,231.89 |
| 6-1-01 | 8.00% | 1,321,231.89 | 8,711.42 | 4,114.71 | 12,826.13 | 1,317,117.18 |
| 7-1-01 | 8.00% | 1,317,117.18 | 8,684.29 | 4,141.84 | 12,826.13 | 1,312,975.34 |
| 8-1-01 | 8.00% | 1,312,975.34 | 8,656.98 | 4,169.15 | 12,826.13 | 1,308,806.19 |
| 9-1-01 | 8.00% | 1,308,806.19 | 8,629.49 | 4,196.64 | 12,826.13 | 1,304,609.55 |
| 10-1-01 | 8.00% | 1,304,609.55 | 8,601.82 | 4,224.31 | 12,826.13 | 1,300,385.24 |
| 11-1-01 | 8.00% | 1,300,385.24 | 8,573.97 | 4,252.16 | 12,826.13 | 1,296,133.08 |
| 12-1-01 | 8.00% | 1,296,133.08 | 8,545.93 | 4,280.20 | 12,826.13 | 1,291,852.88 |
| 1-1-02 | 8.00% | 1,291,852.88 | 8,517.71 | 4,308.42 | 12,826.13 | 1,287,544.46 |
| 2-1-02 | 8.00% | 1,287,544.46 | 8,489.30 | 4,336.83 | 12,826.13 | 1,283,207.64 |
| 3-1-02 | 8.00% | 1,283,207.64 | 8,460.71 | 4,365.42 | 12,826.13 | 1,278,842.22 |
| 4-1-02 | 8.00% | 1,278,842.22 | 8,431.93 | 4,394.20 | 12,826.13 | 1,274,448.01 |
| 5-1-02 | 8.00% | 1,274,448.01 | 8,402.95 | 4,423.18 | 12,826.13 | 1,270,024.84 |
| 6-1-02 | 8.00% | 1,270,024.84 | 8,373.79 | 4,452.34 | 12,826.13 | 1,265,572.50 |
| 7-1-02 | 8.00% | 1,265,572.50 | 8,344.43 | 4,481.70 | 12,826.13 | 1,261,090.80 |
| 8-1-02 | 8.00% | 1,261,090.80 | 8,314.88 | 4,511.25 | 12,826.13 | 1,256,579.56 |
| 9-1-02 | 8.00% | 1,256,579.56 | 8,285.14 | 4,540.99 | 12,826.13 | 1,252,038.57 |
| 10-1-02 | 8.00% | 1,252,038.57 | 8,255.20 | 4,570.93 | 12,826.13 | 1,247,467.64 |
| 11-1-02 | 8.00% | 1,247,467.64 | 8,225.06 | 4,601.07 | 12,826.13 | 1,242,866.57 |
| 12-1-02 | 8.00% | 1,242,866.57 | 8,194.72 | 4,631.41 | 12,826.13 | 1,238,235.16 |
| 1-1-03 | 8.00% | 1,238,235.16 | 8,164.19 | 4,661.94 | 12,826.13 | 1,233,573.22 |
| 2-1-03 | 8.00% | 1,233,573.22 | 8,133.45 | 4,692.68 | 12,826.13 | 1,228,880.54 |
| 3-1-03 | 8.00% | 1,228,880.54 | 8,102.51 | 4,723.62 | 12,826.13 | 1,224,156.92 |
| 4-1-03 | 8.00% | 1,224,156.92 | 8,071.36 | 4,754.77 | 12,826.13 | 1,219,402.15 |
| 5-1-03 | 8.00% | 1,219,402.15 | 8,040.01 | 4,786.12 | 12,826.13 | 1,214,616.04 |
| 6-1-03 | 8.00% | 1,214,616.04 | 8,008.46 | 4,817.67 | 12,826.13 | 1,209,798.36 |
| 7-1-03 | 8.00% | 1,209,798.36 | 7,976.69 | 4,849.44 | 12,826.13 | 1,204,948.93 |
| 8-1-03 | 8.00% | 1,204,948.93 | 7,944.72 | 4,881.41 | 12,826.13 | 1,200,067.52 |
| 9-1-03 | 8.00% | 1,200,067.52 | 7,912.53 | 4,913.60 | 12,826.13 | 1,195,153.92 |
| 10-1-03 | 8.00% | 1,195,153.92 | 7,880.14 | 4,945.99 | 12,826.13 | 1,190,207.92 |

STOP 3 TRUCK PLAZA, INC.
17174 W DELAWARE, CAMBRIDGE CITY, IN 47327

| | INTEREST RATE | BEG BALANCE | INTEREST | PRINCIPAL | TOTAL CHECK | END BALANCE |
|---|---|---|---|---|---|---|
| 11-1-03 | 8.00% | 1,190,207.92 | 7,847.52 | 4,978.61 | 12,826.13 | 1,185,229.32 |
| 12-1-03 | 8.00% | 1,185,229.32 | 7,814.70 | 5,011.43 | 12,826.13 | 1,180,217.89 |
| 1-1-04 | 8.00% | 1,180,217.89 | 7,781.66 | 5,044.47 | 12,826.13 | 1,175,173.41 |
| 2-1-04 | 8.00% | 1,175,173.41 | 7,748.40 | 5,077.73 | 12,826.13 | 1,170,095.68 |
| 3-1-04 | 8.00% | 1,170,095.68 | 7,714.92 | 5,111.21 | 12,826.13 | 1,164,984.47 |
| 4-1-04 | 8.00% | 1,164,984.47 | 7,681.22 | 5,144.91 | 12,826.13 | 1,159,839.55 |
| 5-1-04 | 8.00% | 1,159,839.55 | 7,647.29 | 5,178.84 | 12,826.13 | 1,154,660.72 |
| 6-1-04 | 8.00% | 1,154,660.72 | 7,613.15 | 5,212.98 | 12,826.13 | 1,149,447.73 |
| 7-1-04 | 8.00% | 1,149,447.73 | 7,578.78 | 5,247.35 | 12,826.13 | 1,144,200.38 |
| 8-1-04 | 8.00% | 1,144,200.38 | 7,544.18 | 5,281.95 | 12,826.13 | 1,138,918.43 |
| 9-1-04 | 8.00% | 1,138,918.43 | 7,509.35 | 5,316.78 | 12,826.13 | 1,133,601.65 |
| 10-1-04 | 8.00% | 1,133,601.65 | 7,474.30 | 5,351.83 | 12,826.13 | 1,128,249.82 |
| 11-1-04 | 8.00% | 1,128,249.82 | 7,439.01 | 5,387.12 | 12,826.13 | 1,122,862.70 |
| 12-1-04 | 8.00% | 1,122,862.70 | 7,403.49 | 5,422.64 | 12,826.13 | 1,117,440.06 |
| 1-1-05 | 8.00% | 1,117,440.06 | 7,367.74 | 5,458.39 | 12,826.13 | 1,111,981.66 |
| 2-1-05 | 8.00% | 1,111,981.66 | 7,331.75 | 5,494.38 | 12,826.13 | 1,106,487.28 |
| 3-1-05 | 8.00% | 1,106,487.28 | 7,295.52 | 5,530.61 | 12,826.13 | 1,100,956.67 |
| 4-1-05 | 8.00% | 1,100,956.67 | 7,259.05 | 5,567.08 | 12,826.13 | 1,095,389.60 |
| 5-1-05 | 8.00% | 1,095,389.60 | 7,222.35 | 5,603.78 | 12,826.13 | 1,089,785.82 |
| 6-1-05 | 8.00% | 1,089,785.82 | 7,185.40 | 5,640.73 | 12,826.13 | 1,084,145.09 |
| 7-1-05 | 8.00% | 1,084,145.09 | 7,148.21 | 5,677.92 | 12,826.13 | 1,078,467.17 |
| 8-1-05 | 8.00% | 1,078,467.17 | 7,110.77 | 5,715.36 | 12,826.13 | 1,072,751.81 |
| 9-1-05 | 8.00% | 1,072,751.81 | 7,073.09 | 5,753.04 | 12,826.13 | 1,066,998.77 |
| 10-1-05 | 8.00% | 1,066,998.77 | 7,035.16 | 5,790.97 | 12,826.13 | 1,061,207.79 |
| 11-1-05 | 8.00% | 1,061,207.79 | 6,996.97 | 5,829.16 | 12,826.13 | 1,055,378.64 |
| 12-1-05 | 8.00% | 1,055,378.64 | 6,958.54 | 5,867.59 | 12,826.13 | 1,049,511.05 |
| 1-1-06 | 8.00% | 1,049,511.05 | 6,919.85 | 5,906.28 | 12,826.13 | 1,043,604.77 |
| 2-1-06 | 8.00% | 1,043,604.77 | 6,880.91 | 5,945.22 | 12,826.13 | 1,037,659.55 |
| 3-1-06 | 8.00% | 1,037,659.55 | 6,841.71 | 5,984.42 | 12,826.13 | 1,031,675.13 |
| 4-1-06 | 8.00% | 1,031,675.13 | 6,802.25 | 6,023.88 | 12,826.13 | 1,025,651.26 |
| 5-1-06 | 8.00% | 1,025,651.26 | 6,762.54 | 6,063.59 | 12,826.13 | 1,019,587.66 |
| 6-1-06 | 8.00% | 1,019,587.66 | 6,722.56 | 6,103.57 | 12,826.13 | 1,013,484.09 |
| 7-1-06 | 8.00% | 1,013,484.09 | 6,682.31 | 6,143.82 | 12,826.13 | 1,007,340.27 |
| 8-1-06 | 8.00% | 1,007,340.27 | 6,641.80 | 6,184.33 | 12,826.13 | 1,001,155.95 |
| 9-1-06 | 8.00% | 1,001,155.95 | 6,601.03 | 6,225.10 | 12,826.13 | 994,930.85 |
| 10-1-06 | 8.00% | 994,930.85 | 6,559.98 | 6,266.15 | 12,826.13 | 988,664.70 |
| 11-1-06 | 8.00% | 988,664.70 | 6,518.67 | 6,307.46 | 12,826.13 | 982,357.24 |
| 12-1-06 | 8.00% | 982,357.24 | 6,477.08 | 6,349.05 | 12,826.13 | 976,008.19 |
| 1-1-07 | 8.00% | 976,008.19 | 6,435.22 | 6,390.91 | 12,826.13 | 969,617.28 |
| 2-1-07 | 8.00% | 969,617.28 | 6,393.08 | 6,433.05 | 12,826.13 | 963,184.23 |
| 3-1-07 | 8.00% | 963,184.23 | 6,350.67 | 6,475.46 | 12,826.13 | 956,708.76 |
| 4-1-07 | 8.00% | 956,708.76 | 6,307.97 | 6,518.16 | 12,826.13 | 950,190.60 |
| 5-1-07 | 8.00% | 950,190.60 | 6,264.99 | 6,561.14 | 12,826.13 | 943,629.47 |
| 6-1-07 | 8.00% | 943,629.47 | 6,221.73 | 6,604.40 | 12,826.13 | 937,025.07 |
| 7-1-07 | 8.00% | 937,025.07 | 6,178.19 | 6,647.94 | 12,826.13 | 930,377.13 |
| 8-1-07 | 8.00% | 930,377.13 | 6,134.35 | 6,691.78 | 12,826.13 | 923,685.35 |
| 9-1-07 | 8.00% | 923,685.35 | 6,090.23 | 6,735.90 | 12,826.13 | 916,949.45 |
| 10-1-07 | 8.00% | 916,949.45 | 6,045.82 | 6,780.31 | 12,826.13 | 910,169.14 |

STOP 3 TRUCK PLAZA, INC.
17174 W DELAWARE, CAMBRIDGE CITY, IN 47327

| | INTEREST RATE | BEG BALANCE | INTEREST | PRINCIPAL | TOTAL CHECK | END BALANCE |
|---|---|---|---|---|---|---|
| 11-1-07 | 8.00% | 910,169.14 | 6,001.12 | 6,825.01 | 12,826.13 | 903,344.13 |
| 12-1-07 | 8.00% | 903,344.13 | 5,956.12 | 6,870.01 | 12,826.13 | 896,474.11 |
| 1-1-08 | 8.00% | 896,474.11 | 5,910.82 | 6,915.31 | 12,826.13 | 889,558.80 |
| 2-1-08 | 8.00% | 889,558.80 | 5,865.22 | 6,960.91 | 12,826.13 | 882,597.90 |
| 3-1-08 | 8.00% | 882,597.90 | 5,819.33 | 7,006.80 | 12,826.13 | 875,591.09 |
| 4-1-08 | 8.00% | 875,591.09 | 5,773.13 | 7,053.00 | 12,826.13 | 868,538.09 |
| 5-1-08 | 8.00% | 868,538.09 | 5,726.62 | 7,099.51 | 12,826.13 | 861,438.59 |
| 6-1-08 | 8.00% | 861,438.59 | 5,679.81 | 7,146.32 | 12,826.13 | 854,292.27 |
| 7-1-08 | 8.00% | 854,292.27 | 5,632.70 | 7,193.43 | 12,826.13 | 847,098.84 |
| 8-1-08 | 8.00% | 847,098.84 | 5,585.27 | 7,240.86 | 12,826.13 | 839,857.97 |
| 9-1-08 | 8.00% | 839,857.97 | 5,537.53 | 7,288.60 | 12,826.13 | 832,569.37 |
| 10-1-08 | 8.00% | 832,569.37 | 5,489.47 | 7,336.66 | 12,826.13 | 825,232.71 |
| 11-1-08 | 8.00% | 825,232.71 | 5,441.09 | 7,385.04 | 12,826.13 | 817,847.67 |
| 12-1-08 | 8.00% | 817,847.67 | 5,392.40 | 7,433.73 | 12,826.13 | 810,413.94 |
| 1-1-09 | 8.00% | 810,413.94 | 5,343.39 | 7,482.74 | 12,826.13 | 802,931.20 |
| 2-1-09 | 8.00% | 802,931.20 | 5,294.05 | 7,532.08 | 12,826.13 | 795,399.12 |
| 3-1-09 | 8.00% | 795,399.12 | 5,244.39 | 7,581.74 | 12,826.13 | 787,817.38 |
| 4-1-09 | 8.00% | 787,817.38 | 5,194.40 | 7,631.73 | 12,826.13 | 780,185.65 |
| 5-1-09 | 8.00% | 780,185.65 | 5,144.08 | 7,682.05 | 12,826.13 | 772,503.61 |
| 6-1-09 | 8.00% | 772,503.61 | 5,093.43 | 7,732.70 | 12,826.13 | 764,770.91 |
| 7-1-09 | 8.00% | 764,770.91 | 5,042.45 | 7,783.68 | 12,826.13 | 756,987.22 |
| 8-1-09 | 8.00% | 756,987.22 | 4,991.12 | 7,835.01 | 12,826.13 | 749,152.22 |
| 9-1-09 | 8.00% | 749,152.22 | 4,939.47 | 7,886.66 | 12,826.13 | 741,265.55 |
| 10-1-09 | 8.00% | 741,265.55 | 4,887.47 | 7,938.66 | 12,826.13 | 733,326.89 |
| 11-1-09 | 8.00% | 733,326.89 | 4,835.12 | 7,991.01 | 12,826.13 | 725,335.88 |
| 12-1-09 | 8.00% | 725,335.88 | 4,782.43 | 8,043.70 | 12,826.13 | 717,292.18 |
| 1-1-10 | 8.00% | 717,292.18 | 4,729.40 | 8,096.73 | 12,826.13 | 709,195.45 |
| 2-1-10 | 8.00% | 709,195.45 | 4,676.01 | 8,150.12 | 12,826.13 | 701,045.34 |
| 3-1-10 | 8.00% | 701,045.34 | 4,622.28 | 8,203.85 | 12,826.13 | 692,841.48 |
| 4-1-10 | 8.00% | 692,841.48 | 4,568.19 | 8,257.94 | 12,826.13 | 684,583.54 |
| 5-1-10 | 8.00% | 684,583.54 | 4,513.74 | 8,312.39 | 12,826.13 | 676,271.15 |
| 6-1-10 | 8.00% | 676,271.15 | 4,458.93 | 8,367.20 | 12,826.13 | 667,903.95 |
| 7-1-10 | 8.00% | 667,903.95 | 4,403.76 | 8,422.37 | 12,826.13 | 659,481.58 |
| 8-1-10 | 8.00% | 659,481.58 | 4,348.23 | 8,477.90 | 12,826.13 | 651,003.68 |
| 9-1-10 | 8.00% | 651,003.68 | 4,292.33 | 8,533.80 | 12,826.13 | 642,469.88 |
| 10-1-10 | 8.00% | 642,469.88 | 4,236.07 | 8,590.06 | 12,826.13 | 633,879.82 |
| 11-1-10 | 8.00% | 633,879.82 | 4,179.43 | 8,646.70 | 12,826.13 | 625,233.11 |
| 12-1-10 | 8.00% | 625,233.11 | 4,122.42 | 8,703.71 | 12,826.13 | 616,529.40 |
| 1-1-11 | 8.00% | 616,529.40 | 4,065.03 | 8,761.10 | 12,826.13 | 607,768.30 |
| 2-1-11 | 8.00% | 607,768.30 | 4,007.26 | 8,818.87 | 12,826.13 | 598,949.43 |
| 3-1-11 | 8.00% | 598,949.43 | 3,949.12 | 8,877.01 | 12,826.13 | 590,072.42 |
| 4-1-11 | 8.00% | 590,072.42 | 3,890.59 | 8,935.54 | 12,826.13 | 581,136.88 |
| 5-1-11 | 8.00% | 581,136.88 | 3,831.67 | 8,994.46 | 12,826.13 | 572,142.42 |
| 6-1-11 | 8.00% | 572,142.42 | 3,772.37 | 9,053.76 | 12,826.13 | 563,088.66 |
| 7-1-11 | 8.00% | 563,088.66 | 3,712.67 | 9,113.46 | 12,826.13 | 553,975.20 |
| 8-1-11 | 8.00% | 553,975.20 | 3,652.58 | 9,173.55 | 12,826.13 | 544,801.65 |
| 9-1-11 | 8.00% | 544,801.65 | 3,592.10 | 9,234.03 | 12,826.13 | 535,567.62 |
| 10-1-11 | 8.00% | 535,567.62 | 3,531.22 | 9,294.91 | 12,826.13 | 526,272.71 |

STOP 3 TRUCK PLAZA, INC.
17174 W DELAWARE, CAMBRIDGE CITY, IN 47327

| | INTEREST RATE | BEG BALANCE | INTEREST | PRINCIPAL | TOTAL CHECK | END BALANCE |
|---|---|---|---|---|---|---|
| 11-1-11 | 8.00% | 526,272.71 | 3,469.93 | 9,356.20 | 12,826.13 | 516,916.51 |
| 12-1-11 | 8.00% | 516,916.51 | 3,408.24 | 9,417.89 | 12,826.13 | 507,498.62 |
| 1-1-12 | 8.00% | 507,498.62 | 3,346.14 | 9,479.99 | 12,826.13 | 498,018.63 |
| 2-1-12 | 8.00% | 498,018.63 | 3,283.64 | 9,542.49 | 12,826.13 | 488,476.14 |
| 3-1-12 | 8.00% | 488,476.14 | 3,220.72 | 9,605.41 | 12,826.13 | 478,870.73 |
| 4-1-12 | 8.00% | 478,870.73 | 3,157.39 | 9,668.74 | 12,826.13 | 469,201.99 |
| 5-1-12 | 8.00% | 469,201.99 | 3,093.64 | 9,732.49 | 12,826.13 | 459,469.50 |
| 6-1-12 | 8.00% | 459,469.50 | 3,029.47 | 9,796.66 | 12,826.13 | 449,672.84 |
| 7-1-12 | 8.00% | 449,672.84 | 2,964.88 | 9,861.25 | 12,826.13 | 439,811.59 |
| 8-1-12 | 8.00% | 439,811.59 | 2,899.86 | 9,926.27 | 12,826.13 | 429,885.31 |
| 9-1-12 | 8.00% | 429,885.31 | 2,834.41 | 9,991.72 | 12,826.13 | 419,893.59 |
| 10-1-12 | 8.00% | 419,893.59 | 2,768.53 | 10,057.60 | 12,826.13 | 409,835.99 |
| 11-1-12 | 8.00% | 409,835.99 | 2,702.22 | 10,123.91 | 12,826.13 | 399,712.08 |
| 12-1-12 | 8.00% | 399,712.08 | 2,635.46 | 10,190.67 | 12,826.13 | 389,521.41 |
| 1-1-13 | 8.00% | 389,521.41 | 2,568.27 | 10,257.86 | 12,826.13 | 379,263.55 |
| 2-1-13 | 8.00% | 379,263.55 | 2,500.64 | 10,325.49 | 12,826.13 | 368,938.06 |
| 3-1-13 | 8.00% | 368,938.06 | 2,432.56 | 10,393.57 | 12,826.13 | 358,544.49 |
| 4-1-13 | 8.00% | 358,544.49 | 2,364.03 | 10,462.10 | 12,826.13 | 348,082.39 |
| 5-1-13 | 8.00% | 348,082.39 | 2,295.05 | 10,531.08 | 12,826.13 | 337,551.31 |
| 6-1-13 | 8.00% | 337,551.31 | 2,225.61 | 10,600.52 | 12,826.13 | 326,950.79 |
| 7-1-13 | 8.00% | 326,950.79 | 2,155.72 | 10,670.41 | 12,826.13 | 316,280.38 |
| 8-1-13 | 8.00% | 316,280.38 | 2,085.37 | 10,740.76 | 12,826.13 | 305,539.62 |
| 9-1-13 | 8.00% | 305,539.62 | 2,014.55 | 10,811.58 | 12,826.13 | 294,728.03 |
| 10-1-13 | 8.00% | 294,728.03 | 1,943.26 | 10,882.87 | 12,826.13 | 283,845.17 |
| 11-1-13 | 8.00% | 283,845.17 | 1,871.51 | 10,954.62 | 12,826.13 | 272,890.54 |
| 12-1-13 | 8.00% | 272,890.54 | 1,799.28 | 11,026.85 | 12,826.13 | 261,863.69 |
| 1-1-14 | 8.00% | 261,863.69 | 1,726.57 | 11,099.56 | 12,826.13 | 250,764.14 |
| 2-1-14 | 8.00% | 250,764.14 | 1,653.39 | 11,172.74 | 12,826.13 | 239,591.40 |
| 3-1-14 | 8.00% | 239,591.40 | 1,579.72 | 11,246.41 | 12,826.13 | 228,344.99 |
| 4-1-14 | 8.00% | 228,344.99 | 1,505.57 | 11,320.56 | 12,826.13 | 217,024.43 |
| 5-1-14 | 8.00% | 217,024.43 | 1,430.93 | 11,395.20 | 12,826.13 | 205,629.23 |
| 6-1-14 | 8.00% | 205,629.23 | 1,355.80 | 11,470.33 | 12,826.13 | 194,158.90 |
| 7-1-14 | 8.00% | 194,158.90 | 1,280.17 | 11,545.96 | 12,826.13 | 182,612.94 |
| 8-1-14 | 8.00% | 182,612.94 | 1,204.04 | 11,622.09 | 12,826.13 | 170,990.85 |
| 9-1-14 | 8.00% | 170,990.85 | 1,127.41 | 11,698.72 | 12,826.13 | 159,292.13 |
| 10-1-14 | 8.00% | 159,292.13 | 1,050.28 | 11,775.85 | 12,826.13 | 147,516.28 |
| 11-1-14 | 8.00% | 147,516.28 | 972.63 | 11,853.50 | 12,826.13 | 135,662.78 |
| 12-1-14 | 8.00% | 135,662.78 | 894.48 | 11,931.65 | 12,826.13 | 123,731.13 |
| 1-1-15 | 8.00% | 123,731.13 | 815.81 | 12,010.32 | 12,826.13 | 111,720.81 |
| 2-1-15 | 8.00% | 111,720.81 | 736.62 | 12,089.51 | 12,826.13 | 99,631.30 |
| 3-1-15 | 8.00% | 99,631.30 | 656.91 | 12,169.22 | 12,826.13 | 87,462.08 |
| 4-1-15 | 8.00% | 87,462.08 | 576.67 | 12,249.46 | 12,826.13 | 75,212.63 |
| 5-1-15 | 8.00% | 75,212.63 | 495.91 | 12,330.22 | 12,826.13 | 62,882.40 |
| 6-1-15 | 8.00% | 62,882.40 | 414.61 | 12,411.52 | 12,826.13 | 50,470.88 |
| 7-1-15 | 8.00% | 50,470.88 | 332.78 | 12,493.35 | 12,826.13 | 37,977.53 |
| 8-1-15 | 8.00% | 37,977.53 | 250.40 | 12,575.73 | 12,826.13 | 25,401.80 |
| 9-1-15 | 8.00% | 25,401.80 | 167.48 | 12,658.65 | 12,826.13 | 12,743.15 |
| 10-1-15 | 8.00% | 12,743.15 | 84.02 | 12,743.15 | 12,827.17 | 0.00 |

9500823

# REAL ESTATE MORTGAGE

350

THIS INDENTURE WITNESSETH, That KP OIL, INC.

(the "Mortgagor") of ~~County, State of~~ _____, MORTGAGES AND WARRANTS to Stop 3 Truck Plaza, Inc.

(the "Mortgagee") of Henry County, State of Indiana, the following described real estate in Henry County, Indiana:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

RECEIVED FOR RECORD
AT 10:00 AM
RECORDED IN RECORD 521
PAGE 350 - 352 FEE $ 13.00
OCT - 6 1995
VCA $25.00 CK
Linda C. Winchester
RECORDER HENRY COUNTY

(hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection with, the Mortgaged Premises, and all the rents, issues, income and profits thereof.

This mortgage is given to secure the performance of the provisions hereof and the payment of a certain promissory note ("Note") dated October 1, 1995, in the principal amount of One Million, Five Hundred Forty-Three Thousand, Five Hundred Dollars Dollars ($ 1,543,500 ) with interest as therein provided and with a final maturity date of October 1, 2015.

Said principal and interest are payable as follows:

Twenty (20) equal annual installments of One Hundred Fifty-Seven Thousand, Two Hundred Eight and 85/100 Dollars ($ 157,208.85 ) each, commencing on October 1, 1996, and payable on the same day of each year thereafter.

The Mortgagor (jointly and severally) covenants and agrees with the Mortgagee that:

1. **Payment of Indebtedness.** The Mortgagor shall pay when due all indebtedness secured by this mortgage, on the dates and in the amounts, respectively, as provided in the Note or in this mortgage, without relief from valuation and appraisement laws, and with attorneys' fees.
2. **No Liens.** The Mortgagor shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged Premises or any part thereof for more than 45 days after receiving notice thereof from the Mortgagee.
3. **Repair of Mortgaged Premises; Insurance.** The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain in effect at all times adequate insurance in insurance companies acceptable to the Mortgagee against loss, damage to, or destruction of the Mortgaged Premises because of fire, windstorm or other such hazards in such amounts as the Mortgagee may reasonably require from time to time, and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to the Mortgagee and the Mortgagor as their respective interests may appear. All such policies of insurance shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.
4. **Taxes and Assessments.** The Mortgagor shall pay all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue.
5. **Advancements to Protect Security.** The Mortgagee may, at his option, advance and pay all sums necessary to protect and preserve the security intended to be given by this mortgage. All sums so advanced and paid by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the rate of twelve per centum (12%) per annum. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be or become prior and senior to this mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorney's fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this mortgage or to the Mortgaged Premises.

EXHIBIT E

6. **Default by Mortgagor; Remedies of Mortgagee.** Upon default by the Mortgagor in any payment provided for herein or in the Note, or in the performance of any covenant or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the Mortgaged Premises, or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged premises, except if said trustee or receiver is appointed in any bankruptcy action, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice, and this mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.

7. **Non-Waiver; Remedies Cumulative.** No delay by the Mortgagee in the exercise of any of his rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of his rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of his rights or remedies hereunder successively or concurrently.

8. **Extensions; Reductions; Renewals; Continued Liability of Mortgagor.** The Mortgagee at his option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefor, without consent of any junior lien holder, and without the consent of the Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises. No such extension, reduction or renewal shall affect the priority of this mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee.

9. **General Agreement of Parties.** All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and masculine form shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.

IN WITNESS WHEREOF, the Mortgagor has executed this mortgage, this 1st day of October, 19 95

| | |
|---|---|
| | KP OIL, INC. |
| Signature _____ | By: Signature [signature] |
| Printed _____ | Printed GREGORY J. PENCE |
| | Title: Executive Vice-President |
| Signature _____ | Signature _____ |
| Printed _____ | Printed _____ |

STATE OF INDIANA )
) SS:
COUNTY OF )

Before me, a Notary Public in and for said County and State, personally appeared GREGORY J. PENCE, the VICE PRESIDENT of KP OIL, INC.,

who acknowledged the execution of the foregoing mortgage on behalf of said Corporation.

Witness my hand and Notarial Seal this 27th day of September, 19 95

Signature Patricia L. Neafus

Printed PATRICIA L. NEAFUS

NOTARY PUBLIC

My commission expires 2-9-98

Residing in Bartholomew County, Indiana.

This instrument was prepared by Joseph M. Scimia, attorney at law.

Return to JERRY W. MILLER, Attorney at Law
1811 Bundy Avenue, New Castle, Indiana 47362

# EXHIBIT A

DESCRIPTION OF TRACT "A": A part of the south half of Section 9, Township 16 North, Range 10 East, containing the southwesterly half of Lot Number 21, all of Lots Numbed 22, 23, 24, and 25, in Holwagers First Addition to Spiceland, Indiana, recorded in Plat Book 8, Pages 36 & 37, in the Office of the Recorder of Henry County, Indiana, being a part of Spiceland Township, Henry County, Indiana, all more particularly described as follows, to wit:

Beginning at an iron pipe stake found at the southeast corner of said Lot Number 25, thence on an assumed bearing of North 42 degrees 46 minutes 40 seconds East a distance of 450.00 feet along the southeasterly line of said addition (being on the northwesterly right of way line of State Road Number 3) to a 1/2 inch rebar, thence North 47 degrees 13 minutes 20 seconds West a distance of 677.60 feet to a 1/2 inch rebar, thence South 42 degrees 46 minutes 40 seconds West a distance of 450.00 feet to a 1/2 inch rebar, thence South 47 degrees 13 minutes 20 seconds East a distance of 677.60 feet to the point of beginning, containing 7.000 acres, more or less, subject to all easements of record and subject to the following easements:

Easement Number 1: Subject to the following described 40 feet wide permanent ingress - egress easement for unrestricted access by the grantors, their heirs, assigns, designees, and the general public, to a 3.000 acre tract retained by the grantors and lying to the northwest of the herein described 7.000 acre tract; said easement being described as follows, to wit: Commencing at an iron pipe stake at the southeast corner of the herein described 7.000 acre tract, thence North 47 degrees 13 minutes 20 seconds West a distance of 210.00 feet along the southwesterly line of said 7.000 acre tract to the point of beginning of said easement; thence North 47 degrees 13 minutes 20 seconds West a distance of 467.60 feet along the southwesterly line of said 7.000 acre tract to a 1/2 inch rebar at the southwest corner thereof, thence North 42 degrees 46 minutes 40 seconds East a distance of 40.00 feet along the northwesterly line of said 7.000 acre tract to a 1/2 inch rebar, thence South 47 degrees 13 minutes 20 seconds East a distance of 467.60 feet to a 1/2 inch rebar, thence South 42 degrees 46 minutes 40 seconds West a distance of 40.00 feet to the point of beginning.

Easement Number 2: This easement is for the same purposes and use as Easement Number 1 and is describes as follows, to wit:

Beginning at an iron pipe stake at the southeast corner of the herein described 7.000 acre tract, thence North 47 degrees 13 minutes 20 seconds West a distance of 210.00 feet along the southwesterly line of said said 7.000 acre tract to a 1/2 inch rebar, thence North 42 degrees 46 minutes 40 seconds East a distance of 55.00 feet to a 1/2 inch rebar, thence South 47 degrees 13 minutes 20 seconds East a distance of 160.00 feet to a point, thence North 42 degrees 46 minutes 40 seconds East a distance of 75.00 feet to a point, thence South 47 degrees 13 minutes 20 seconds East a distance of 50.00 feet to a point on the northwesterly right of way line of State Road Number 3, thence South 42 degrees 46 minutes 40 seconds West a distance of 130.00 feet along the northwesterly right of way line of State Road Number 3 to the point of beginning.

Easement Number 2 is for the purpose of providing a hard surface driveway and for access to an existing driveway entrance off of State Road Number 3 and may be relinquished by mutual agreement of the grantors and grantees herein, their heirs, or assigns.