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SPECIAL WARRANTY DEED

4 of 4 Pages # 80-94-236.D1

THIS INDENTURE, made this 10th day of February, 2004 between BLISS & LAUGHLIN, LLC, a Delaware limited liability company, party of the first part, and KENNETH W. HAZARD, AS LIQUIDATING TRUSTEE UNDER THE RTI NOTEHOLDER LIQUIDATING TRUST, DATED OCTOBER 1, 2003, whose address is 3770 Embassy Parkway, Akron, Ohio 44333, party of the second part, WITNESSETH, that the part of the first part, for and in consideration of the sum of Ten and no/100 Dollars and other good and valuable consideration in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and pursuant to authority of said limited liability company, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the party of the second part, and to its successors and assigns, FOREVER, all of its right, title and interest in and to the following described real estate, situated in the County of Cook and State of Illinois known and described as follows, to wit:



Doc#: 0407031043
 Eugene "Gene" Moore Fee: \$56.00
 Cook County Recorder of Deeds
 Date: 03/10/2004 09:20 AM Pg: 1 of 17

Above Space for Recorder's Use Only

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the party of the first part, either in law or in equity, of, in and to the above described premises, with the hereditments and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the party of the second part, its successors and assigns forever.

And the party of the first part, for itself, and its successors, does covenant, promise and agree, to and with the party of the second part, its successors and assigns, that, subject to the Permitted Exceptions (set forth on Exhibit B), it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND DEFEND, subject to the Permitted Exceptions SET FORTH ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

17 Bot

Bot 3B

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And the party of the second part hereby agrees to assume all of the obligations required by the City of Harvey in order to record the deed.

Permanent Real Estate Index Number(s): 29-17-214-015; 29-17-214-021; 29-17-214-027.
Address of real estate: 281 East 155th Street, Harvey, Illinois 60426-3779.

This deed is exempt from Illinois Real Estate Transfer Taxes pursuant to Section I of the Real Estate Transfer Tax Law (35 ILCS 200/31-45(i)).

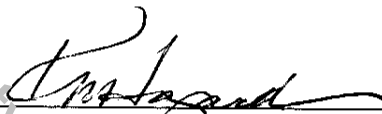
Because this instrument has been authorized pursuant to an Order of the United States Bankruptcy Court for the Northern District of Ohio, Eastern Division, relating to a plan of reorganization of the Grantor (the "Order"), it is exempt from transfer taxes, stamp taxes or similar taxes pursuant to 11 U.S.C. § 1146(c), and any officer receiving this instrument is hereby authorized and directed to permit the transfer contemplated by this instrument without the payment of any stamp tax, transfer tax or similar tax. A copy of the Order is attached hereto as Exhibit C.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Estate Manager, the day and year first above written.



№ 13960

BLISS & LAUGHLIN, LLC,
a Delaware limited liability company

By: 
Printed Name: Kenneth W. Hazard
Title: Estate Manager

This Instrument was prepared by:

McDonald Hopkins Co., LPA
2100 Bank One Center
600 Superior Avenue, E.
Cleveland, Ohio 44114

Send subsequent tax bills to:
3770 Embassy Parkway
Akron, Ohio 44333
Attn: Kenneth W. Hazard

Mail to:
R. Christopher Salata
McDonald Hopkins Co., LPA
2100 Bank One Center
600 Superior Avenue, E.
Cleveland, Ohio 44114

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STATE OF OHIO)
COUNTY OF Summit)

I, Jackie L. Evans, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Kenneth W. Hazard, personally known to me to be the Estate Manager of Bliss & Laughlin, LLC, a Delaware limited liability company, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Estate Manager, signed and delivered the foregoing instrument as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 10th day of February, 2004.

Jackie L. Evans
Notary Public

JACKIE L. EVANS
(Printed Name)

My Commission Expires:

JACKIE L. EVANS, NOTARY PUBLIC
In and For the State of Ohio
My Commission Expires Nov. 30, 2004

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EXHIBIT A

LEGAL DESCRIPTION
(See attached)

Property of Cook County Clerk's Office

Property Address: 281 East 155th Street, Harvey, Illinois 60426-3779

Permanent Index Numbers: 29-17-214-015; 29-17-214-021 & 29-17-214-027

{466196;}

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Exhibit A

PARCEL 1:

BLOCKS 1 AND 3 IN THE BUDA COMPANY'S SUBDIVISION OF PART OF THE COUNTY CLERK'S SUBDIVISION OF UNSUBDIVIDED LANDS IN THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF SAID BLOCK 1, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF BLOCK 1 WITH A LINE 440.86 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 17, SAID POINT BEING 230.80 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF BLOCK 1, AS MEASURED ALONG SAID NORTHWESTERLY LINE OF BLOCK 1; THENCE EAST ALONG SAID LINE 440.86 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 17, A DISTANCE OF 265.96 FEET TO THE NORTHEAST CORNER OF A BRICK BUILDING; THENCE SOUTH ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 41 MINUTES 50 SECONDS FROM EAST TO SOUTH WITH LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 27.07 FEET; THENCE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 517.81 FEET TO A POINT 416.53 FEET NORTH FROM THE SAID SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 17, AS MEASURED AT RIGHT ANGLES TO SAID SOUTH LINES; THENCE NORTH ALONG A STRAIGHT LINE, PERPENDICULAR TO LAST DESCRIBED LINE A DISTANCE OF 42.07 FEET; THENCE EAST ALONG A STRAIGHT LINE, PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 12.49 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE, FORMING AN ANGLE EAST TO THE SOUTHEAST OF 8 DEGREES 45 MINUTES 17 SECONDS WITH LAST DESCRIBED LINE, DISTANCE OF 45.03 FEET; THENCE SOUTHEASTERLY ALONG A CURVED LINE, CONVEX TO THE NORTHEAST TANGENT TO LAST DESCRIBED STRAIGHT LINE AND HAVING A RADIUS OF 383.07 FEET, A DISTANCE OF 225.42 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID BLOCK 1, SAID POINT BEING 38.06 FEET NORTHEASTERLY OF THE MOST EASTERLY CORNER OF SAID BLOCK 1, AS MEASURED ALONG SAID NORTHEASTERLY LINE; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE OF BLOCK 1, A DISTANCE OF 846.82 FEET; THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE OF BLOCK 1, BEING A CURVED LINE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 1306.57 FEET A DISTANCE OF 309.36 FEET TO THE NORTHERLY CORNER OF SAID BLOCK 1; THENCE SOUTHWESTERLY ALONG THE AFORESAID NORTHWESTERLY LINE OF BLOCK 1, BEING ALSO THE EASTERLY LINE OF COMMERCIAL AVENUE, A DISTANCE OF 774.36 FEET TO THE POINT OF BEGINNING; AND ALSO EXCEPT THAT PART OF SAID BLOCK 1, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 266.50 FEET NORTH, MEASURED AT RIGHT ANGLES, FROM THE SAID SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 17 AND WHICH IS 339 FEET EAST OF THE INTERSECTION OF SAID SOUTH LINE OF THE NORTHEAST 1/4 AND THE EASTERLY LINE OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD; THENCE NORTH ALONG A LINE WHICH IS AT RIGHT ANGLES TO SAID SOUTH LINE OF THE NORTHEAST 1/4, A DISTANCE OF 9.70 FEET; THENCE WEST ALONG A LINE PARALLEL WITH SAID SOUTH LINE 163.05 FEET TO THE EASTERLY LINE OF COMMERCIAL AVENUE; THENCE IN A SOUTHWESTERLY DIRECTION ALONG SAID EASTERLY LINE OF COMMERCIAL AVENUE 53.25 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 1, SAID POINT BEING 244.92 FEET NORTHEASTERLY OF THE SAID SOUTH LINE

CONTINUED ON NEXT PAGE

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OF THE NORTHEAST 1/4 AS MEASURED ALONG SAID EASTERLY LINE OF COMMERCIAL AVENUE; THENCE NORTHEASTERLY ALONG A CURVED LINE, CONVEX TO THE NORTH, AND HAVING A RADIUS OF 800 FEET, A DISTANCE OF 194.96 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS, AND ALSO EXCEPT THAT PART OF SAID BLOCK 1, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF BLOCK 1 (BEING ALSO THE EASTERLY LINE OF COMMERCIAL AVENUE) WITH A LINE 440.86 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 17, THENCE EAST ALONG SAID LINE 440.86 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 17, A DISTANCE OF 265.96 FEET TO THE NORTHEAST CORNER OF A BRICK BUILDING, THENCE SOUTH ALONG A LINE FORMING AN ANGLE OF 89 DEGREES, 41 MINUTES, 50 SECONDS FROM EAST TO SOUTH WITH LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 32.16 FEET TO A LINE 408.70 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 279.01 FEET TO THE NORTHWESTERLY LINE OF SAID BLOCK 1; THENCE NORTHEASTERLY ON THE LAST DESCRIBED LINE A DISTANCE OF 34.70 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 1 OF BUDA COMPANY'S SUBDIVISION OF PART OF THE COUNTY CLERK'S SUBDIVISION OF UNSUBDIVIDED LANDS IN THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE EASTERLY LINE OF COMMERCIAL AVENUE AND 244.92 FEET NORTHEASTERLY FROM THE SOUTH LINE OF SAID NORTHEAST 1/4; THENCE NORTHEASTERLY ALONG SAID EAST LINE OF SAID COMMERCIAL AVENUE, A DISTANCE OF 53.25 FEET; THENCE EASTERLY ALONG A LINE A DISTANCE OF 163.05 FEET; THENCE SOUTH A DISTANCE OF 9.7 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX TO THE NORTH HAVING A RADIUS OF 800 FEET FOR A DISTANCE OF 194.96 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 11, 13, 14, AND 15, TOGETHER WITH VACATED ALLEYS APPURTENANT TO SAID LOTS 11 AND 15, IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF THE ILLINOIS CENTRAL RAILROAD, ACCORDING TO THE PLAT RECORDED MAY 29, 1895 IN BOOK 61 OF PLATS PAGE 46 AS DOCUMENT 2222480, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

ALL THAT PORTION OF LOT 12 BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT ON THE NORTH SIDE OF 155TH STREET WHERE THE WESTERLY LINE OF THE RIGHT OF WAY OF THE CALUMET TERMINAL RAILROAD (NOW BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD) INTERSECTS SAID STREET RUNNING ALONG SAID WESTERN LINE OF SAID RIGHT OF WAY IN A NORTHWESTERLY DIRECTION A DISTANCE OF 208.4 FEET; THENCE WESTERLY A DISTANCE OF 87 FEET TO THE NORTHEAST CORNER OF LOT 11 OF SAID UNSUBDIVIDED LANDS; THENCE SOUTH A DISTANCE OF 47.5 FEET; THENCE EASTERLY ALONG THE NORTH LINE OF LOTS 13 AND 14 OF SAID UNSUBDIVIDED LANDS A DISTANCE OF 103.7 FEET; THENCE SOUTHEASTERLY

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ALONG THE NORTHEAST BOUNDARY LINE OF SAID LOT 14 A DISTANCE OF 36.2 FEET; THENCE SOUTH ALONG THE EASTERN BOUNDARY LINE OF SAID LOT 14 TO THE NORTH LINE OF 155TH STREET; THENCE EAST ALONG SAID NORTH LINE OF 155TH STREET A DISTANCE OF 79.23 FEET TO THE PLACE OF BEGINNING IN THE COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN THE NORTHEAST 1/4 OF SECTION 17 AFORESAID, ACCORDING TO PLAT RECORDED MAY 22, 1895 IN BOOK 61 OF PLATS PAGE 46 AS DOCUMENT 2222480, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

A PORTION OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF LOT 11 OF COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LAND IN THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE ILLINOIS CENTRAL RAILROAD, WHICH POINT IS 172.5 FEET SOUTH OF THE NORTH LINE OF SAID LOT 11; THENCE SOUTH ALONG SAID WEST LINE EXTENDED FOR A DISTANCE OF 8.27 FEET; THENCE 400.00 FEET EASTERLY ALONG A LINE APPROXIMATELY PARALLEL TO THE CENTER LINE OF 155TH STREET; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 11 EXTENDED 8.42 FEET TO A POINT 172.5 FEET SOUTH OF THE NORTH LINE OF SAID LOT 11; THENCE WEST 400.00 FEET, MORE OR LESS, ALONG THE NORTH LINE OF 155TH STREET TO PLACE OF BEGINNING ALL IN THE CITY OF HARVEY, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THAT PART OF LOT 12 LYING NORTH OF THE NORTH LINE OF LOT 11 AND NORTH OF SAID NORTH LINE OF LOT 11 EXTENDED EAST TO THE WEST LINE OF CHICAGO CENTRAL AND CALUMET TERMINAL RAILROAD (NOW BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD) RIGHT OF WAY IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND EAST OF THE ILLINOIS CENTRAL RAILROAD, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF THE RIGHT OF WAY OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD, 208.4 FEET NORTHWESTERLY FROM THE POINT OF INTERSECTION OF THE WEST LINE OF SAID RIGHT OF WAY WITH THE NORTH LINE OF 155TH STREET AND MEASURED ALONG THE WEST LINE OF SAID RIGHT OF WAY; THENCE WEST ALONG A LINE PARALLEL TO SAID NORTH LINE OF 155TH STREET A DISTANCE OF 168 FEET; THENCE NORTH ALONG A LINE AT RIGHT ANGLES TO SAID NORTH LINE OF 155TH STREET, 129.43 FEET; THENCE EAST ALONG A STRAIGHT LINE 41.8 FEET, MORE OR LESS, TO THE AFOREMENTIONED WEST RIGHT OF WAY LINE OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE SAID NORTHEAST 1/4 AND THE EAST LINE OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD, RUNNING THENCE EAST ALONG SAID SOUTH LINE 843.48 FEET; THENCE NORTH AT RIGHT ANGLES TO SAID SOUTH LINE 150 FEET; THENCE EAST ON A LINE PARALLEL TO SAID SOUTH LINE 174.24 FEET; THENCE NORTH

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AT RIGHT ANGLES TO SAID NORTH LINE 250 FEET; THENCE WEST ALONG A LINE PARALLEL TO SAID SOUTH LINE 855.36 FEET, TO THE EAST LINE OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD; THENCE SOUTHWESTERLY ALONG THE SAID RIGHT OF WAY LINE TO THE PLACE OF BEGINNING (EXCEPTING THOSE PARTS THEREOF FALLING IN LOTS 1 AND 3 IN THE BUDA COMPANY'S SUBDIVISION OF PART OF THE COUNTY CLERK'S SUBDIVISION OF UNSUBDIVIDED LANDS IN THE NORTHEAST 1/4 OF SAID SECTION 17, AND EXCEPTING THOSE PARTS THEREOF FALLING WITHIN COMMERCIAL AVENUE AND 155TH STREET), IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

PERMITTED EXCEPTIONS

For purposes hereof, the term "Permitted Exceptions" shall mean (a) the lien of all real estate taxes not yet due and payable, or past due or delinquent; (b) the lien of any and all assessments and sewer use charges not yet due and payable, past due or delinquent on or before or from and after the date hereof; (c) all easements, restrictions, covenants, licenses, agreements, conditions, mortgages, liens, deeds of trust, security interests, mechanic's liens, material men's liens, judgment liens, tax liens, and other matters, whether or not such matters are of record; (d) all rights of the public, the State of Illinois and any political subdivision thereof (including without limitation, counties, cities and municipalities) in and to any part of the real estate which has been taken or is used for highways, streets, rights-of-way, drainage, legal drains or any other purpose; (e) all boundary line disputes, encroachments, overlaps, and all other matters that would be disclosed by an accurate survey and inspection of the premises; (f) all zoning and land use laws and other applicable ordinances, rules and regulations; (g) the rights of the parties other than Grantor in possession of all or part of the real estate or improvements located thereon; and (h) all exceptions to title shown in that certain ALTA title commitment No. 1401 008094236 and dated September 22, 2003 issued by Chicago Title Insurance Company, a copy of which has previously been delivered to Grantee.

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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

FILED

2023 AUG -5 PM 12: 20

In re:	: Case Nos. 01-51117 through 01-51120
	: Jointly Administered as
REPUBLIC TECHNOLOGIES	: Case No. 01-51117
INTERNATIONAL, LLC, <u>et al.</u> ¹	:
	: Chapter 11
	:
Debtors.	: Judge Marilyn Shea-Stonum

ORDER AUTHORIZING THE SALE OF ALL OF THE DEBTORS' REMAINING REAL PROPERTY AND EQUIPMENT, OTHER THAN THEIR BALTIMORE PLANT, TO THE RTI NOTEHOLDER LIQUIDATING TRUST, FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS

This matter coming before the Court on the Debtors' Motion for an Order Authorizing the Sale of All of Their Remaining Real Property and Equipment, Other Than Their Baltimore Plant, to the *RTI Noteholder Liquidating Trust*, Free and Clear of Liens, Claims, Encumbrances, and Other Interests, Docket No. 1677 (the "Motion"), filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"), the Joint Limited Objection of the Bank of New York, as Successor Trustee, and the Majority Noteholders To: (A) Debtors' Motion for Orders (I) Approving Winddown Plan, (II) Authorizing Transfer of Noteholder Collateral, (III) Authorizing Distributions to Holders of Administrative Claims, (IV) Dismissing Chapter 11 Cases and (V) Granting Related Relief, and (B) Debtors' Motion for an Order Authorizing the Sale of All of Their Remaining Real Property and Equipment, Other Than Their Baltimore Plant, to the *RTI Noteholder Liquidating Trust*, Free and Clear of

¹The Debtors are: Republic Technologies International, LLC; Republic Technologies International Holdings, LLC; Pliss & Laughlin, LLC; and RTI Capital Corporation.
{418499:}

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Liens, Claims, Encumbrances, and Other Interests, Docket No. 1700 (the "Limited Objection"); the Court having heard statements of counsel and evidence proffered in support of the Motion; the Limited Objection having been overruled by this Court; the Court having determined that: (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and reference from the District Court for the Northern District of Ohio pursuant to 28 U.S.C. § 157; (b) notice of the Motion was sufficient under the circumstances; and (c) the legal and factual basis set forth in the Motion established just cause for the relief granted herein;

THE COURT HEREBY FINDS AND CONCLUDES THAT:

A. The sale of the Noteholder Collateral² under the terms set forth in the Motion is in the best interests of the Debtors and their estates.

B. The sale of the Noteholder Collateral reflects the exercise of the Debtors' sound business judgment and the transfer pursuant to this Order complies with the provisions of sections 105(a) and 363 (including, specifically, subsections (b), (f) and (m) thereof) of the Bankruptcy Code. The terms of the proposed sale are fair and reasonable under the circumstances.

C. Notice of the Motion, the objection deadline, and the hearing date was sufficient under the circumstances of the Debtors' cases.

IT IS HEREBY ORDERED THAT:

1. The Motion shall be, and hereby is, GRANTED.
2. The Limited Objection is hereby specifically overruled on the merits.

² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Motion.

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3. The Debtors' performance of the obligations relating to the proposed sale of the Noteholder Collateral and the conveyances made pursuant to the Motion shall be, and hereby are, approved.

4. The Debtors are authorized, pursuant to section 363(b) and (f) of the Bankruptcy Code, and Rule 6004 of the Bankruptcy Rules, to sell the Transferred Collateral (as defined below) to the Trust, pursuant to the terms of this Order, and the Order Granting, in Part, Debtors' Motion for Orders (i) Approving Winddown Plan, (ii) Authorizing Transfer of Noteholder Collateral, (iii) Authorizing Distributions to Holders of Administrative Claims, (iv) Granting Related Relief and (v) Scheduling Hearing on Dismissal of Chapter 11 Cases (the "Winddown Order").

5. In connection with the execution of the Liquidating Trust Agreement, as provided for in the Winddown Order, the Majority Noteholders and the Indenture Trustee shall agree on which items of the Noteholder Collateral shall be transferred to the Trust (the "Transferred Collateral"). At the closing, the Transferred Collateral shall be sold, conveyed, assigned, transferred, and delivered to the Trust free and clear of all liens, mortgages, pledges, security interests, restrictions, prior assignments, liabilities, obligations, encumbrances, charges, claims, and interests of any and every kind, nature, and description whatsoever, including, without limitation, claims arising out of pending litigation. The transfer of the Transferred Collateral may not take place until the Liquidating Trust Agreement has been executed by the parties required to therein.

6. The Debtors are hereby authorized to execute and deliver any and all documents and papers and to take such other actions as may be reasonably necessary or appropriate to perform their obligations under the terms of the sale of the Transferred Collateral and this

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Order, provided, however, that such additional or supplemental agreements and actions do not materially alter the terms of the transaction contemplated by the Motion and this Order.

7. The Debtors are hereby authorized to take such corporate action as may be necessary to consummate the sale of the Transferred Collateral and to execute and file any necessary documents and papers with any appropriate secretary of state or other governmental official or department, and this Order shall constitute all approvals and consents required by the laws of any state necessary to file, record, and accept such documents and papers and to give effect thereto.

8. The provisions of this Order and any actions taken pursuant hereto shall survive the entry of any order (a) confirming any plan of reorganization for the Debtors, (b) converting these cases from chapter 11 cases to chapter 7 cases under the Bankruptcy Code, or (c) dismissing the chapter 11 cases.

9. This Court hereafter shall and does retain jurisdiction (a) to enforce and implement the terms and provisions of the sale approved by this Order and any sale agreement related thereto, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith, (b) to compel delivery of the Transferred Collateral to the Trust, pursuant to the terms of this Order and the Winddown Order, (c) to compel delivery and payment of the consideration and any other amount due or owing to the Debtors pursuant to the terms of the proposed sale, (d) to resolve any disputes, controversies, or claims arising out of, or relating to, the sale of the Transferred Collateral, and (e) to interpret, implement, and enforce the provisions of this Order.

10. This Order shall serve as notice that each and every federal, state, and local governmental agency or department or official thereof may accept any and all documents,

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instruments, and papers necessary and appropriate to consummate the transactions contemplated by the Motion.

11. This Order shall govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, record, file, or register any instrument, document or paper, or report or insure any title or state of title in or to the Transferred Collateral.

12. This Order shall be immediately effective upon its entry by the Court. The stay on implementation of orders imposed pursuant to Bankruptcy Rule 6004(g) is hereby lifted and the parties are authorized to close the proposed sale transactions at any time after entry of this Order.

August 5, 2003

Prepared by:

Shawn M. Riley (0037235)
 Matthew A. Salerno (0070847)
 McDONALD HOPKINS CO., LPA
 2100 Bank One Center Building
 600 Superior Avenue, E.
 Cleveland, Ohio 44114-2653
 Telephone: (216) 348-5400
 Facsimile: (216) 348-5474
 E-mail: sriley@mcdonaldhopkins.com
msalerno@mcdonaldhopkins.com

CO-COUNSEL FOR THE DEBTORS AND
 DEBTORS IN POSSESSION


 JUDGE MARILYN SHEA-STONUM

(418499:)

5

This document consisting of 5 pages,
 is a true copy of the original filed on

8/5/03
 Attest: Kenneth J. [Signature], Clerk
 By: [Signature] 10/20/03
 Deputy Clerk Date

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008/008

STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated February 10, 2004

BLISS & LAUGHLIN, LLC

Signature: [Signature]
Kenneth W. Hazard, Estate Manager

Subscribed and sworn to before me by the
said Kenneth W. Hazard
this 10th day of February
2004.

[Signature]
Notary Public
JACKIE L. EVANS, NOTARY PUBLIC
In and For the State of Ohio
My Commission Expires Nov. 30, 2004

The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated February 10, 2004

Signature: [Signature]
Kenneth W. Hazard, as Liquidating Trustee
under the RTI Noteholder Liquidating
Trust

Subscribed and sworn to before me by the
said Kenneth W. Hazard
this 10th day of February
2004.

[Signature]
Notary Public
JACKIE L. EVANS, NOTARY PUBLIC
In and For the State of Ohio
My Commission Expires Nov. 30, 2004

NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

[Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.]

UNOFFICIAL COPY

PLAT ACT AFFIDAVIT

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

Kenneth W. Hazard, Estate Manager of Bliss & Laughlin, LLC, (the "Company") being duly sworn on oath, states that the Company resides at 3770 Embassy Parkway, Akron, Ohio 44333. That the attached deed is not in violation of 765 ILCS 205/1 for one of the following reasons:

1. Said Act is not applicable as the grantors own no adjoining property to the premises described in said deed;

- OR -

the conveyance falls in one of the following exemptions as shown by Amended Act which became effective July 17, 1959.

2. The division or subdivision of the land into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access.
3. The divisions of lots or blocks of less than one acre in any recorded subdivision which does not involve any new streets or easements of access.
4. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
5. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easement of access.
6. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
8. Conveyances made to correct descriptions in prior conveyances.
9. The sale or exchange of parcels or tracts of land existing on the date of the amendatory Act into no more than two parts and not involving any new streets or easements of access.

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

Affiant further states that _____ makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

BLISS & LAUGHLIN, LLC

Kenneth W. Hazard
Kenneth W. Hazard Estate Manager

SUBSCRIBED and SWORN to before me

this 10th day of February 2004.

Jackie L. Evans
Notary Public

JACKIE L. EVANS, NOTARY PUBLIC
In and For the State of Ohio
My Commission Expires Nov. 30, 2004