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Cook County Recorder 47.00

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
MARKHAM OFFICE

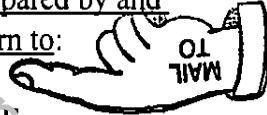


TU #9456 JE (all)

This instrument prepared by and
after recording return to:

BOX 251

Janet E. Follstaed, Esq.
Winstead Sechrest & Minick
5400 Renaissance Tower
1201 Elm Street
Dallas, Texas 75270



Property Address:

400 E. Lincoln Hwy. /
P.O. Box 751
Chicago Heights, Illinois
P.I.N. Nos.: 32-31-411-005-0000 /
32-21-411-006-0000

MODIFICATION AGREEMENT

This MODIFICATION AGREEMENT ("Agreement") is made as of the 25th day of October, 1999, by and between Chase Bank of Texas, National Association (formerly known as Texas Commerce Bank National Association) as administrative agent (in such capacity, together with any successors in such capacity, "Administrative Agent"), whose address is 2200 Ross Avenue, 3rd Floor, Dallas, Texas 75201, for Lenders (as defined in the Credit Agreement [hereinafter defined]), and IMCO Recycling of Illinois, Inc. ("Mortgagor") (formerly known as Metal Mark, Inc., an Illinois corporation), whose address is 5215 North O'Connor Blvd., Suite 940, Irving, Texas 75039.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of January 21, 1997 (the "Original Credit Agreement") by and between Mortgagor, IMCO Recycling Inc., Administrative

Agent, the Lenders named therein ("Original Lenders"), the Subsidiary Guarantors (as defined therein) and Merrill Lynch & Co., as Arranger and Syndication Agent, Original Lenders made or committed to make loans (the "Original Loan") in the maximum principal amount of ONE HUNDRED TWENTY-FIVE MILLION AND NO/100 DOLLARS (\$125,000,000.00); and

WHEREAS, the Original Credit Agreement was amended pursuant to that certain Amended and Restated Credit Agreement dated as of November 5, 1997 (the "Existing Credit Agreement") to, among other things, increase the Original Loan to TWO HUNDRED MILLION AND NO/100 DOLLARS (\$200,000,000.00) (the "Existing Loan"); and

WHEREAS, Mortgagor executed and delivered that certain Mortgage, Assignment of Leases, Security Agreement and Fixture Filing (as same may have been heretofore amended, the "Mortgage") dated of even date with the Original Credit Agreement in favor of Administrative Agent, recorded as Document No. 97-045183 with the Cook County, Illinois Recorder, covering the real property described in Exhibit "A" attached hereto and incorporated herein for all purposes, together with all improvements, appurtenances, other properties (whether real or personal), rights and interests described in and encumbered by the Mortgage ("Property"), to secure the payment of all obligations of Mortgagor then existing or arising under or in respect of the Original Credit Agreement (as amended, restated, supplemented, or otherwise modified from time to time), the Interest Rate Agreements (as defined herein), the Mortgage, or any other Security Document (as defined therein); and

WHEREAS, Mortgagor caused to be issued by Chicago Title Insurance Company ("Title Company") that certain Mortgagee Policy of Title Insurance ("Policy") No. 16 54 118, dated January 21, 1997, in the amount of \$5,700,000.00, insuring the validity, enforceability and priority of the lien created and evidenced by the Mortgage; and

WHEREAS, IMCO Recycling Inc., a Delaware corporation ("Borrower"), the Subsidiary Guarantors (as defined therein), Lenders, Administrative Agent, Bank of America, N.A., as Syndication Agent, and PNC Bank, National Association, as Documentation Agent, have entered into that certain Second Amended and Restated Credit Agreement dated of even date herewith (the "Credit Agreement") to amend and restate the Existing Credit Agreement to provide for (i) an increase in the revolving credit commitments to TWO HUNDRED FIFTY MILLION AND NO/100 DOLLARS (\$250,000,000.00) (such commitments and all loans made or to be made thereunder being referred to herein collectively as the "Loan"), subject to increase and reduction as herein set forth, and (ii) other changes to the Existing Credit Agreement; and

WHEREAS, Administrative Agent and Mortgagor now propose to modify, as required by the Credit Agreement, certain of the terms and provisions of the Mortgage and the other related documents executed by Mortgagor or third parties pertaining to, evidencing or securing the Original Loan and/or the Existing Loan (collectively, the "Basic Documents").

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, Administrative Agent and Mortgagor hereby agree as follows:

1. Grant. If the increase in the Original Loan and the Existing Loan pursuant hereto is ever deemed or construed not to constitute a debt or obligation secured by the Mortgage, Mortgagor and Administrative Agent hereby agree that, from and after the date hereof, the lien of the Mortgage shall secure the payment of the aggregate amount of the Loan as increased by the Existing Credit Agreement and the Credit Agreement. To effectuate same, Mortgagor by these presents does hereby GRANT, MORTGAGE, BARGAIN, SELL, ASSIGN, WARRANT and CONVEY, under and pursuant to the terms and provisions of the Mortgage, unto Administrative Agent and Administrative Agent's successors and assigns, forever, all and singular, the Property, TO HAVE AND TO HOLD the Property unto such Administrative Agent, forever, upon and subject to each and every term and provision contained in the Mortgage, all of which are incorporated herein by reference to secure the repayment of the Notes, as increased and modified pursuant to the Credit Agreement, and the performance by Mortgagor and other parties of the terms, covenants and provisions of the Basic Documents, as hereby modified.

2. Amendment of the Mortgage.

(a) The front page of the Mortgage is hereby amended by replacing "\$125,000,000.00" with "\$250,000,000.00"

(b) Recital A of the Mortgage is hereby amended to read in its entirety as follows:

A. Pursuant to a certain Second Amended and Restated Credit Agreement, dated as of October 25th, 1999 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not defined herein shall have the meanings assigned to them in the Credit Agreement), among IMCO Recycling Inc. ("IMCO"), the Subsidiary Guarantors, Bank of America, N.A., as Syndication Agent, PNC Bank, National Association, as Documentation Agent, Chase Bank of Texas, National Association, formerly known as Texas Commerce Bank National Association, as Administrative Agent for the Lenders, and Lenders, the Lenders have agreed (i) to make to or for the account of IMCO certain Revolving Loans up to an aggregate principal amount of \$250,000,000.00, the principal of which must be paid by the last Business Day in December, 2003, such Revolving Loans to be evidenced by one or more promissory notes issued in accordance with the provisions set forth in the Credit Agreement, and (ii) to issue certain Letters of Credit for the account of IMCO.

(c) Recital E of the Mortgage is hereby amended to insert "and any Affiliate of any Lender who is a party to a Swap Contract" after "the benefit of the Lenders" and before "(collectively, the "Secured Parties")".

(d) Recital E of the Mortgage is hereby further amended to insert ", all obligations of any Obligor pursuant to Swap Contracts to which such Obligor is a party with any Lender or Affiliate of any Lender" after "or in respect of the Credit Agreement" and before "and all Interest Rate Obligations" in clause (i).

(e) Section 5.5 of the Mortgage is hereby amended to read in its entirety as follows:

Section 5.5 Interest Provisions.

(a) Savings Clause. It is expressly stipulated and agreed to be the intent of Mortgagor and Lenders at all times to comply strictly with the applicable Texas law governing the maximum rate or amount of interest payable on the Notes or the Related Indebtedness (hereinafter defined) (or applicable United States federal law to the extent that it permits any Lender to contract for, charge, take, reserve or receive a greater amount of interest than under Texas law). If the applicable law is ever judicially interpreted so as to render usurious any amount (i) contracted for, charged, taken, reserved or received pursuant to the Notes, any of the other Basic Documents or any other communication or writing by or between Mortgagor and Mortgagee or any Lender related to the transaction or transactions that are the subject matter of the Basic Documents, (ii) contracted for, charged or received by reason of any Lender's exercise of the option to accelerate the maturity of the Notes and/or the Related Indebtedness, or (iii) Mortgagor will have paid or any Lender will have received by reason of any voluntary prepayment by Mortgagor of the Notes and/or the Related Indebtedness, then it is Mortgagor's and Lenders' express intent that all amounts charged in excess of the Maximum Lawful Rate shall be automatically cancelled, ab initio, and all amounts in excess of the Maximum Lawful Rate heretofore collected by any Lender shall be credited on the principal balance of the Notes and/or the Related Indebtedness (or, if the Notes and all Related Indebtedness have been or would thereby be paid in full, refunded to Mortgagor), and the provisions of the Notes and the other Basic Documents immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder; provided, however, if the Notes have been paid in full before the end of the stated term of the Notes, then Mortgagor and Lenders agree that Lenders shall, with reasonable promptness after any Lender discovers or is advised by Mortgagor that interest was received in an amount in excess of the Maximum Lawful Rate, either refund such excess interest to Mortgagor and/or credit such excess interest against the Notes and/or any Related Indebtedness then owing by Mortgagor to Lenders. Mortgagor hereby agrees that as a condition

precedent to any claim seeking usury penalties against any Lender, Mortgagor will provide written notice to such Lender, advising such Lender in reasonable detail of the nature and amount of the violation, and such Lender shall have sixty (60) days after receipt of such notice in which to correct such usury violation, if any, by either refunding such excess interest to Mortgagor or crediting such excess interest against the Notes and/or the Related Indebtedness then owing by Mortgagor to such Lender. All sums contracted for, charged or received by Lenders for the use, forbearance or detention of any debt evidenced by the Notes and/or the Related Indebtedness shall, to the extent permitted by applicable law, be amortized or spread, using the actuarial method, throughout the stated term of the Notes and/or the Related Indebtedness (including any and all renewal and extension periods) until payment in full so that the rate or amount of interest on account of the Notes and/or the Related Indebtedness does not exceed the Maximum Lawful Rate from time to time in effect and applicable to the Notes and/or the Related Indebtedness for so long as debt is outstanding. In no event shall the provisions of Chapter 346 of the Texas Finance Code (which regulates certain revolving credit loan accounts and revolving triparty accounts) apply to the Notes and/or the Related Indebtedness. Notwithstanding anything to the contrary contained herein or in any of the other Basic Documents, it is not the intention of Lenders to accelerate the maturity of any interest that has not accrued at the time of such acceleration or to collect unearned interest at the time of such acceleration.

(b) Definitions. As used herein, the term "Maximum Lawful Rate" shall mean the maximum lawful rate of interest which may be contracted for, charged, taken, received or reserved by Lenders in accordance with the applicable laws of the State of Texas (or applicable United States federal law to the extent that it permits any Lender to contract for, charge, take, receive or reserve a greater amount of interest than under Texas law), taking into account all Charges (as herein defined) made in connection with the transaction evidenced by the Notes and the other Basic Documents. As used herein, the term "Charges" shall mean all fees, charges and/or any other things of value, if any, contracted for, charged, received, taken or reserved by Lenders in connection with the transactions relating to the Notes and the other Basic Documents, which are treated as interest under applicable law. As used herein, the term "Related Indebtedness" shall mean any and all debt paid or payable by Mortgagor to Lenders pursuant to the Basic Documents or any other communication or writing by or between Mortgagor and Mortgagee or any Lender related to the transaction or transactions that are the subject matter of the Basic Documents, except such debt which has been paid or is payable by Mortgagor to Lenders under the Notes.

(c) Ceiling Election. To the extent that Lenders are relying on Chapter 303 of the Texas Finance Code to determine the Maximum Lawful Rate payable on the Notes and/or the Related Indebtedness, Lenders will utilize the weekly ceiling from time to time in effect as provided in such Chapter 303, as amended. To the extent United States federal law permits any Lender to contract for, charge, take, receive or reserve a greater amount of interest than under Texas law, such Lender will rely on United States federal law instead of such Chapter 303 for the purpose of determining the Maximum Lawful Rate. Additionally, to the extent permitted by applicable law now or hereafter in effect, Lenders may, at their option and from time to time, utilize any other method of establishing the Maximum Lawful Rate under such Chapter 303 or under other applicable law by giving notice, if required, to Mortgagor as provided by applicable law now or hereafter in effect.

(f) Section 5.7 of the Mortgage is hereby amended to read in its entirety as follows:

Section 5.7 Governing Law. THIS MORTGAGE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO THE LAWS OF CONFLICT) OF THE STATE OF TEXAS AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA, EXCEPT TO THE EXTENT THE LAW OF THE STATE IN WHICH THE PROPERTY IS LOCATED GOVERNS THE CREATION, PERFECTION AND DETERMINATION OF LIEN RIGHTS AND PRIORITY UNDER SUCH BASIC DOCUMENTS, AND ENFORCEMENT OF REMEDIES AND THE DISPOSITION OF THE PROPERTY. MORTGAGOR HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY PROCEEDING RELATING TO ANY BASIC DOCUMENT TO WHICH IT IS A PARTY OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF, TO THE NON-EXCLUSIVE GENERAL JURISDICTION OF THE COURTS OF THE STATE OF TEXAS, THE COURTS OF THE UNITED STATES OF AMERICA FOR THE NORTHERN DISTRICT OF TEXAS, DALLAS DIVISION, AND APPELLATE COURTS FROM ANY THEREOF; (B) CONSENTS THAT ANY SUCH PROCEEDING MAY BE BROUGHT IN SUCH COURTS AND WAIVES TRIAL BY JURY AND ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH PROCEEDING IN ANY SUCH COURT OR THAT SUCH PROCEEDING WAS BROUGHT IN AN INCONVENIENT COURT AND AGREES NOT TO PLEAD OR CLAIM THE SAME;

Documents or Administrative Agent's or any Lender's performance under the Basic Documents or with respect to the Property; (v) the representations and warranties contained in the Basic Documents are true and correct representations and warranties of Mortgagor and third parties, as of the date hereof; and (vi) neither Administrative Agent nor any Lender is in default and no event has occurred which, with the passage of time, giving of notice, or both, would constitute a default by Administrative Agent or any Lender of their respective obligations under the terms and provisions of the Basic Documents. To the extent Mortgagor now has, or in the future possesses, any claims, offsets, defenses or counterclaims against Administrative Agent or any Lender or the repayment of all or a portion of the Loan, whether known or unknown, fixed or contingent, same are hereby forever irrevocably waived and released in their entirety.

6. No Waiver of Remedies. Except as may be expressly set forth herein, nothing contained in this Agreement shall prejudice, act as, or be deemed to be a waiver of any right or remedy available to Administrative Agent or Lenders by reason of the occurrence or existence of any fact, circumstance or event constituting a default under the Credit Agreement, the Notes or the other Basic Documents.

7. Costs and Expenses. Contemporaneously with the execution and delivery hereof, Mortgagor shall pay, or cause to be paid, all costs and expenses incident to the preparation, execution and recordation hereof and the consummation of the transaction contemplated hereby, including, but not limited to, recording fees, title insurance policy or endorsement premiums or other charges of the Title Company, and reasonable fees and expenses of legal counsel to Administrative Agent.

8. Additional Documentation. From time to time, Mortgagor shall execute or procure and deliver to Administrative Agent and Lenders such other and further documents and instruments evidencing, securing or pertaining to the Loan or the Basic Documents as shall be reasonably requested by Administrative Agent or any Lender so as to evidence or effect the terms and provisions hereof. Upon Administrative Agent's request, Mortgagor shall cause to be delivered to Administrative Agent and Lenders an opinion of counsel, satisfactory to Administrative Agent as to form, substance and rendering attorney, opining to (i) the validity and enforceability of this Agreement and the terms and provisions hereof, and any other agreement executed in connection with the transaction contemplated hereby, (ii) the authority of Mortgagor, and any constituents of Mortgagor, to execute, deliver and perform its or their respective obligations under the Basic Documents, as hereby modified, and (iii) such other matters as reasonably requested by Administrative Agent or any Lender.

9. Effectiveness of the Basic Documents. Except as expressly amended and restated by the Credit Agreement or expressly modified by the terms and provisions hereof or by the terms and provisions of any other documents executed by Mortgagor or any other third parties as of the effective date hereof pertaining to, evidencing or securing the Credit Agreement, each of the terms and provisions of the Basic Documents are hereby ratified and shall remain in full force and effect; provided, however, that any reference in any of the Basic Documents to the Loan, the amount constituting the Loan, any defined terms, or to any of the other Basic Documents shall be deemed, from and after the date hereof, to refer to the Loan, the amount constituting the Loan, defined terms

(C) AGREES THAT SERVICE OF PROCESS IN ANY SUCH PROCEEDING MAY BE EFFECTED BY MAILING A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, TO MORTGAGOR AT ITS ADDRESS SET FORTH HEREIN OR AT SUCH OTHER ADDRESS OF WHICH THE ADMINISTRATIVE AGENT SHALL HAVE BEEN NOTIFIED PURSUANT THERETO; AND (D) AGREES THAT NOTHING HEREIN SHALL AFFECT THE RIGHT TO EFFECT SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT TO SUE IN ANY OTHER JURISDICTION.

(g) Section 5.20 of the Mortgage shall be amended to replace "\$375,000,000" with "three (3)" in the last sentence thereof.

3. Promissory Notes. Contemporaneously with the execution and delivery of this agreement, Borrower shall execute and deliver to Lenders those certain promissory notes (collectively, the "Notes") in the aggregate principal amount of TWO HUNDRED FIFTY MILLION AND NO/100 DOLLARS (\$250,000,000.00) to evidence the indebtedness originally evidenced by the Original Credit Agreement and increased, amended and restated by the Existing Credit Agreement and as increased, amended and restated by the Credit Agreement. Mortgagor acknowledges that the indebtedness originally evidenced by the Original Credit Agreement shall be renewed by and continued in full force and effect (and shall not be extinguished) in accordance with the terms and conditions of the Notes and the Credit Agreement, and the Notes shall be secured by the liens and security interests of the Basic Documents as modified herein.

4. Title Insurance. Contemporaneously with the execution and delivery hereof, the Borrower shall cause the Title Company to issue with respect to the Policy, the standard ALTA date down endorsement acceptable to Administrative Agent, an endorsement confirming that the Policy has not been reduced or terminated by virtue of the terms and provisions hereof, and a revolving credit endorsement acknowledging that the Mortgage secures a revolving credit.

5. Acknowledgment by Mortgagor. Except as otherwise specified herein, the terms and provisions hereof shall in no manner impair, limit, restrict or otherwise affect the obligations of Mortgagor or any third party to Lenders or Administrative Agent, as evidenced by the Basic Documents. Mortgagor hereby acknowledges, agrees and represents that (i) Mortgagor is indebted to Lenders pursuant to the terms of the Credit Agreement and the Notes; (ii) the liens, security interests and assignments created and evidenced by the Basic Documents are, respectively, valid and subsisting liens, security interests and assignments of the respective dignity and priority recited in the Basic Documents; (iii) there are no claims or offsets against, or defenses or counterclaims to, the terms or provisions of the Basic Documents, and the other obligations created or evidenced by the Basic Documents; (iv) Mortgagor has no claims, offsets, defenses or counterclaims arising from any of Administrative Agent's or any Lender's acts or omissions with respect to the Property, the Basic

and to such other Basic Documents, as amended and restated by the Credit Agreement and/or modified hereby.

10. Time. Time is of the essence in the performance of the covenants contained herein and in the Basic Documents.

11. Binding Agreement. This Agreement shall be binding upon the successors and assigns of the parties hereto; provided, however, the foregoing shall not be deemed or construed to (i) permit, sanction, authorize or condone the assignment of all or any part of the Property or any of Mortgagor's rights, titles or interests in and to the Property or any rights, titles or interests in and to Mortgagor, except as expressly authorized in the Basic Documents, or (ii) confer any right, title, benefit, cause of action or remedy upon any person or entity not a party hereto, which such party would not or did not otherwise possess.

12. Headings. The section headings hereof are inserted for convenience of reference only and shall in no way alter, amend, define or be used in the construction or interpretation of the text of such section.

13. Construction. Whenever the context hereof so requires, reference to the singular shall include the plural and likewise, the plural shall include the singular; words denoting gender shall be construed to mean the masculine, feminine or neuter, as appropriate; and specific enumeration shall not exclude the general, but shall be construed as cumulative of the general recitation.

14. Severability. If any clause or provision of this Agreement is or should ever be held to be illegal, invalid or unenforceable under any present or future law applicable to the terms hereof, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and that in lieu of each such clause or provision of this Agreement that is illegal, invalid or unenforceable, such clause or provision shall be judicially construed and interpreted to be as similar in substance and content to such illegal, invalid or unenforceable clause or provision, as the context thereof would reasonably suggest, so as to thereafter be legal, valid and enforceable.

15. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages.

16. ENTIRE AGREEMENT. THIS AGREEMENT AND THE OTHER DOCUMENTS, IF ANY, HEREIN REQUIRED TO BE EXECUTED REPRESENT THE FINAL AGREEMENT OR AGREEMENTS BETWEEN THE PARTIES AS TO THE SUBJECT MATTER HEREOF AND THEREOF, AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. THIS INSTRUMENT MAY BE AMENDED ONLY BY AN INSTRUMENT IN WRITING EXECUTED BY THE PARTIES HERETO.

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Property of Cook County Clerk's Office

EXECUTED as of the date first above written.

ADMINISTRATIVE AGENT:

CHASE BANK OF TEXAS, NATIONAL ASSOCIATION
(formerly known as Texas Commerce Bank National
Association), as administrative agent for Lenders

By: Mae Reeves
Name: MAE REEVES
Title: VICE PRESIDENT

MORTGAGOR:

IMCO RECYCLING OF ILLINOIS, INC.,
(formerly known as Metal Mark, Inc.)

By: James B. Walburg
James B. Walburg, Vice President

Property of Cook County Clerk's Office

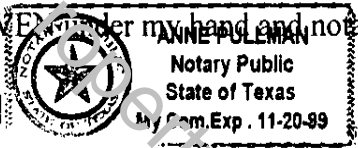
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STATE OF TEXAS §
 §
COUNTY OF DALLAS §

I, ANNE PULLMAN, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT MAE REEVES, VICE PRESIDENT of Chase Bank of Texas, National Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said banking association for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25th day of OCTOBER, 1999.

[SEAL]



Anne Pullman

Notary Public, State of TEXAS
PULLMAN

My Commission Expires:

11-20-99

ANNE ~~PRESIDENT~~
Printed Name of Notary Public AN

OFFICE OF COOK COUNTY CLERK'S OFFICE

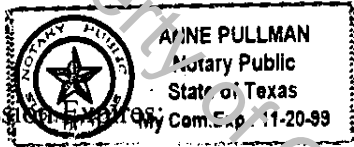
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STATE OF TEXAS §
 §
COUNTY OF DALLAS §

I, ANNE PULLMAN, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT James B. Walburg, Vice President of IMCO Recycling of Illinois, Inc. (formerly known as Metal Mark, Inc.), personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25th day of OCTOBER, 1999.

[SEAL]



My Commission Expires

11-20-99

Anne Pullman

Notary Public, State of Texas

ANNE PULLMAN

Printed Name of Notary Public

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331:13312-294

Cook County Clerk's Office

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EXHIBIT "A"

Legal Description

Lot 6 (except that part conveyed to the County of Cook by deed recorded as document 26-337737) and all of lot 7, in block 238 of Chicago Heights, a subdivision of that part of the south east 1/4 of section 21, township 35 north, range 14 east of the third principal meridian lying east of a line drawn parallel to and 541 feet west from the east line of said section (except the south 729.4 feet thereof) in Cook County, Illinois.

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