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CHARGE

TRUST DEED, MODIFICATION AND EXTENSION AGREEMENT

THIS TRUST DEED AND AGREEMENT made as of June 1, 1975, by and between THE ROBINO-LADD COMPANY, a Delaware corporation, laving an office at 201 Southwest 13th Street, Miami, Florida the "Mortgagor") and CHICAGO TITLE AND TRUST COMPANY, as Trustee, rich its principal office at 111 West Washington Street, Chicago, I'linois, for itself and as Agent (the "Mortgagee").

W I T N E S S E T H :

W'WREAS, by instrument dated November 5, 1974 (the "Prior Trust Deed') the Mortgagor did convey all that certain lot, piece or parcel of lind more particularly described in Schedule "A" annexed hereto and made a part hereof (said land together with the property, fixtures and other rights and interests conveyed pursuant to the Prior Trust Deed are bereinafter collectively referred to as the "Premises"), to Mortgagie, in Trust, which Prior Trust Deed was recorded on December 20 1974, as Document No. 22944764, in the Office of the Recorder of Deeds, Cook County, Illinois.

WHEREAS, as a condition to the extension of additional credit to The Robino-Ladd Company, (the "Company") the Mortgagee has requested an additional trust leed on the Premises to secure the extensions of credit, which trust deed shall be consolidated with the Prior Trust Deed;

NOW, THEREFORE, to secure the payment of an indebtedness in the sum of SEVEN MILLION FIVE HUNDRED THOUSAND (\$7,500,000.00) DOLLARS, lawful money of the United Stater to be paid according to three separate notes, each for \$2,500,000.00 made of even date herewith, by the Company to, respectively, the Mortgagee, Continental Illinois National Bank and Trust Company of Clicago ("Continental") and The Equitable Life Assurance Society of the United States ("Equitable") (said notes being hereinafter collectively referred to as the "Note"), and all other obligations and liabilities due or to become due to the Mortgagee under the terms of this Trust Deed and Agreement and the Note, together with all interest on the said indebtedness, obligations and liabilities (all of the aforesaid are hereinafter collectively referred to as the "Indebtedness"), the Mortgagor hereby mortgages, grants, bargains, sells, warrans, conveys, aliens, remises, releases, assigns, sets over and confilms the Premises to the Mortgagee,

AND, the Mortgagor covenants with the Mortgagee as folic ws

1. The Mortgagor will pay the Indebtedness as provided for the in the Amended and Restated Term Loan Agreement dated as of June 1, 1975 made by and between the Company and, respectively, the Mortgagee, Continental and Equitable (the "Amended Loan Agreement").

· 2. The Mortgagor warrants title to the Premises and warrants that it has full power and lawful authority to encumber the Premises in the manner and form herein set forth. The Board of Directors of the Mortgagor has duly authorized the execution of this Trust Deed and Agreement and the Note and there is no provision in the certificate of incorporation or by-laws of the Mort-

Identification No. 591763 Chicago Title & Trust Company, trustee

yice President -Chicago Title Insurance Company

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gagor requiring that its stockholders consent to such action.

- The lien of the Prior Trust Deed be, and hereby is consolidated and coordinated with this Trust Deed and Agreement, so hat together they shall hereafter constitute in law but one Trust a single lien securing the principal sum of FORTY NINE MILLION (\$49,000,000.00) DOLLARS
- All of the terms, covenants and provisions of the Prior Proc. Deed and the Amended Loan Agreement are incorporated herein by reference and, except as specifically modified herein, all of such terms, covenants and provisions shall continue in full for ce and field, and shall apply to the Indebtedness secured by the Note and this Trust Deed and Agreement to the same extent as if all such terms, coven at and conditions were specifically set forth
- 5. This Trust Deed and Agreement may not be changed, modified, satisfied or terminated, in whole or in part except in writing, executed by 'ne party against whom such change, modification, satisfaction or termination is sought to be enforced. The terms, covenants and agreements contained herein shall run with the local and hind the Montage in the intermediate. with the land and bind the Morgagor, its heirs, successors, administrators and assigns and all subsequent owners, tenants and subtenants of the Premises.

IN WITNESS WHEREOF, this rust Deed and Agreement has endury executed by the parties here to as of June 1, 1975. THE ROLINO-LADD COMPANY Witness: CHICAGO TITLE AND TRUST COMPANY,

This Trust Deed and Agreement was prepared by William R. Burdett Attorney at Law. OF PREYER THAUB 90 PARK BYE NEW YORK, N.Y Silny R. Olsen 22 *23!

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STATE OF COUNTY OF On the 15 day of July, 1975, before me personally care JOSEPH F. NOVOTNY, to me known, who, being by me duly sween, did depose and say that he resides at No. , that he is a ASST. VICE PRESIDENT

of Chicago Title and Trust Company, the trust company described in and which executed the foregoing instrument; that he knows the seal of said trust company; that the seal affixed to raid instrument is such seal; and that he duly executed the instrumer, for and on behalf of said trust company, as trustee.

Notary Public

STATE OF NOW YORK COUNTY OF NEW YORK

Subscribers:

Name: Steven J. GREEN

the BOALED Corporate office: Chairman of

Home residence: 201 S. w. 1314 Street, MAMI

· Name:

Corporate office:

Corporation: The ROBING - LADO CO

State of incorporation: Deleware
Date of instrument: As of Towel, 1175

Refore me, the below Notary Public in and for the above County and State, duly cormissioned and sworn, personally appeared the Suberchers, to me personally known and known to me to hold the respective corporate offices indicated above in the Corporation named above which is named in and which executed the will nite rement be aring the date set forth above, which instrument was produced to me the County and State aforesaid 10 be Suberchers who are known to me to be the identical persons who subscribed the name of the Corporation to the foregoing instrument as its above indicated corporate officers, respectively, who, by me being duly sworn, did severally degree, by and acknowledge, on their reverse oaths, in the County and State aforesaid, that they respectively reside at the above stated corporate officers to said Corporation and that raid Toor or non-executed the said instrument; that they know the seed of said Corporation; that the real affixed to said instrument, signed are technically and resolution of its Board of Directors and that the same and on behalf of said Corporation is the order; that their signatures are in their own proper handwritings; that they executed the said instrument as such officers there to by like order; that their signatures are in their own proper handwritings; that they executed said instrument as their free and voluntary act and deed and as the voluntary act and deed of said Corporations for the consideration, uses and purposes therein set forth and expressed; that they delivered the same as such; and that the Corporation has received a true copy of the within instrument without charge.

IN WITNESS WHEREOF, I have become set—my hand and affixed my official seal in the County and State

IN WITNESS WHEREOF, I have hercunto set my hand and affixed my official scal in the County and State mentioned on this day of July , 19 75 aforementioned on this

Notary Public in and for said County and State

My commission expires

No. 24-1205060
Qualified in Kings County
Commission Expires March 30, 1977

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The Northwest Quarter of the Southwest Quarter (excepting the South Five Bundred Seventy Five (575) feet of the North Nine Bundred Twenty Five (925) feet of the East Three Bundred Seventy Eight and Seventy Eight One Bundredths (378.78) feet thereof' of Section Thirteen (13), Township Forty One (41) North, Range Mine (9), East of the Third Principal Meridian, to Cook County, Illinois.

Excepting from the aforedescribed premises, those lots, pieces or parcels of land which have been released prior to the recording of this hortgage and Agreement. 23 0 50 627