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TRUST DEED

THIS INDENTURE, made this 6th day of June, 1980, between AMALGAMATED TRUST AND SAVINGS BANK, as Trustee under Trust Agreement dated December 10, 1979, and known as Trust Number 4152 ("Trust No. 4152"), (Mortgagor"), and CHICAGO TITLE AND TRUST COMPANY ("Trustee") with CITICORP INDUSTRIAL CREDIT, INC. ("CIC") as beneficiary;

WITNESSETH:

WHEREAS, Ronald S. Wild ("Wild") is the owner of 750 shares, 75%, of the authorized, issued and outstanding capital stock of Acme Valve & Fittings Company, a Delaware corporation ("Acme") and the sole owner of 100% of the beneficial interest in and under Trust No. 4152;

WHEREAS, Acme and CIC are parties to a certain Financing Agreement of even date herewith ("Financing Agreement"), pursuant to which CIC will make loans and extend other financial accommodations to Acme from time to time hereafter;

WHEREAS, Wild, as a condition to CIC's acceptance of the Financing Agreement, has executed and delivered to CIC a certain Guaranty ("Guaranty") of even date herewith pursuant to which Wild has unconditionally guaranteed the payment in full of Acme's liabilities and obligations under the Financing Agreement;

WHEREAS, CIC has also required as a condition to its acceptance of the Financing Agreement and Guaranty that Wild execute and deliver to CIC this Trust Deed;

WHEREAS, Wild will derive substantial benefits from the financial accommodations to be accorded Acme by CIC pursuant to the Financing Agreement;

WHEREAS, Mortgagor has executed, acknowledged and delivered this Trust Deed to secure payment and performance of Wild's obligations under the Guaranty, and any and all sums, indebtedness and liabilities of any and every kind now or hereafter owing or to become due from Wild and Mortgagor to CIC, howsoever created, incurred, evidenced, acquired or arising, whether under the Guaranty, this Trust Deed, or any other instrument, document or agreement now or hereafter existing or entered into between CIC and Mortgagor and between CIC and Wild, and whether direct, indirect, primary, secondary, fixed or contingent, together with interest

PREPARED BY:

Return to:

De Veuille A. Huxton
Sidley & Austin
One First National Plaza
Chicago, Illinois 60603



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thereon as provided in such instruments, documents and agreements, and any and all renewals and extensions of any of the foregoing (said obligations and liabilities being hereinafter collectively referred to as the "Indebtedness"); and

WHEREAS, the Indebtedness to be secured hereby shall in no event exceed \$10,000,000;

NOW, THEREFORE, the Mortgagor, to secure payment of the Indebtedness in accordance with the terms of the Guaranty and all other instruments, documents and agreements evidencing the Indebtedness and otherwise securing the same, and in accordance with the terms, provisions and limitations of this Trust Deed and to secure the performance of the covenants and agreements contained herein to be performed by the Mortgagor and in the Guaranty to be performed by Wild and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents, CONVEY ~~AND WARRANT~~ unto the Trustee, its or his successors and assigns or personal representatives, the following described real estate (the "Premises") and all of his estate, right, title and interest therein, situate, lying and being in the County of Cook and State of Illinois, to wit:

(See Exhibit A attached hereto and made a part hereof for a legal description of the Premises.)

TOGETHER with the Mortgagor's rights to further encumber the Premises described above for debt and all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all appliances, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of the Premises, whether physically attached thereto or not, and it is agreed that all similar appliances, apparatus, equipment or articles hereafter placed in or on the Premises by the Mortgagor or his successors or assigns shall be considered as constituting part of the Premises.

TO HAVE AND TO HOLD the Premises unto the said Trustee, its or his successors and assigns or personal representatives, forever, for the purposes, and upon the uses and trusts herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (2) keep said Premises in good condition and repair, without waste, and except for liens of record, in any, as of the date hereof, free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any obligation or liability which may be secured by a lien or charge on the Premises superior to the lien hereof and, upon request, exhibit satisfactory evidence of the discharge of such prior lien to Trustee or CIC; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon the Premises; (5) comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof; and (6) make no material alteration in the Premises, except as required by law or municipal ordinance.

2. Mortgagor shall pay before any penalty attaches, all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and all other charges against the Premises when due, and shall, upon written request, furnish to Trustee or to CIC duplicate receipts therefor. To prevent default hereunder, Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

3. Mortgagor shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient to pay the cost of replacing or repairing the same, all in companies satisfactory to CIC under insurance policies payable, as their interest may appear, in case of loss or damage, to CIC, such rights to be evidenced by the standard mortgagee clause in favor of and provided by CIC to be attached to each policy, and shall deliver certified copies of all policies, including additional and renewal policies, to CIC, and in case of insurance about to expire, shall deliver certified copies of renewal policies not less than ten (10) days prior to the respective dates of expiration.

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4. In case of default therein, Trustee or CIC may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said Premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' and paralegals' fees and expenses, and any other moneys advanced by Trustee or CIC to protect the Premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be additional Indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the per annum rate provided in the Financing Agreement until paid in full. Inaction of Trustee or CIC, or either of them, shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagor.

5. The Trustee or CIC, or either of them, when making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. At the option of CIC, and without notice to Mortgagor, all unpaid Indebtedness secured by this Trust Deed shall, notwithstanding anything in this Trust Deed or in any other instrument, document or agreement to the contrary, become due and payable: (a) immediately in the case of default in making payment of any Indebtedness, or in the case of default in any respect under the terms of the instruments, documents or agreements otherwise securing the Indebtedness; (b) immediately upon the vacation of the Premises by Mortgagor, or upon the condemnation of the Premises, or upon the destruction of, or substantial damage to, the Premises or any major improvement of the Premises which is not fully covered by insurance; (c) immediately upon default in the performance of any other agreement of the Mortgagor herein contained; (d) immediately upon the occurrence of a default under any other mortgage now existing or hereafter entered upon the Premises; or (e) as may otherwise be provided herein.

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7. When the Indebtedness hereby secured shall become due, whether by acceleration or otherwise, CIC or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional Indebtedness in the decree for sale, all sums which may be taxed as costs in favor of Trustee or CIC in any such proceeding, all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or CIC for reasonable attorneys' and paralegals' fees and expenses, Trustee's and appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or CIC may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature mentioned in this paragraph (including, without limitation, reasonable attorneys' and paralegals' fees and expenses) shall be additional Indebtedness secured hereby and shall be immediately due and payable, with interest thereon at the per annum rate provided in the Financing Agreement, when paid or incurred by Trustee or CIC, or either of them, in connection with (a) any proceeding including probate, insolvency and bankruptcy or other proceeding to which any of them shall be a party, whether as plaintiff, claimant, defendant, or otherwise by reason of this Trust Deed or any Indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; Second, on account of all principal and interest remaining unpaid on the Indebtedness; and Third, any surplus to Mortgagor, its successors or assigns, as their rights may appear.

9. Upon, or at any time after, the filing of a bill to foreclose this Trust Deed, the court in which such bill is filed may appoint a receiver of the Premises. Such

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appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the lien value of the Premises or whether the same shall be then occupied as a homestead or not, and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the Indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency, in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Indebtedness, or any notes evidencing said Indebtedness.

11. Trustee and CIC shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence, or condition of the Premises, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of Trustee's own gross negligence or misconduct or that of the agents or employees of Trustee, and Trustee may require indemnities satisfactory to Trustee before exercising any power herein given.

13. Trustee shall release this Trust Deed and the lien hereof by proper instrument upon presentation of satisfactory evidence that all Indebtedness secured by this Trust Deed has been fully paid; provided, however, Trustee may execute and deliver a release hereof to and at the request of CIC either before or after maturity of the Indebtedness.

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14. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds in which this Trust Deed shall have been recorded or filed. In case of the resignation, death, inability or refusal to act of Trustee, the then Recorder of Deeds of the County in which the Premises are situated shall be successor in Trust. Any successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. This Trust Deed, and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, jointly and severally, whether or not such persons shall have executed the the Guaranty or any other instrument, document or agreement evidencing or otherwise securing the Indebtedness.

16. To the extent permitted by applicable law, the Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the Mortgagor, acquiring any interest in or title to the Premises subsequent to the date of this Trust Deed.

17. Mortgagor warrants and agrees that so long as any Indebtedness secured hereby subsists, Mortgagor will not, without the express prior written consent of CIC, grant, create or permit to exist any lien or encumbrance on the Premises, other than the lien created by this Trust Deed other liens, if any, of record as of the date hereof, and mechanics' liens and liens of a similar nature which are being diligently contested in good faith in an appropriate proceeding and with respect to which CIC has been given such assurances as agent deems necessary under the circumstances.

18. Mortgagor further covenants and agrees that, other than encumbrances, if any, of record as of the date hereof, it will not transfer or cause to be transferred or suffer an involuntary transfer of any interest, whether legal or equitable, and whether possessory or otherwise in the Premises, to any third party, so long as the Indebtedness secured hereby subsists, without the express prior written consent of CIC.

19. Mortgagor agrees that in the event the laws of Illinois now in force relating to taxes on trust deeds or

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mortgages or notes, bonds or other evidences of indebtedness secured by trust deed or mortgage shall be in any way changed, as a result of which the Trustee or CIC may become chargeable with the payment of such tax, then and in any such event, the Mortgagor will pay to the Trustee or CIC within twenty (20) days after written notice thereof, the amount of any such tax on the Indebtedness hereby secured.

20. This Trust Deed has been delivered at Chicago, Illinois, and shall be construed in all respects in accordance with and governed by the laws and decisions of the State of Illinois. Whenever possible each provision of this Trust Deed shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Trust Deed.

21. This Trust Deed may not be altered or amended except by an agreement in writing signed by the parties hereto. Mortgagor hereby irrevocably waives the right to direct the application of any and all payments at any time or times hereafter received by CIC, on account of the indebtedness and Mortgagor hereby agrees that CIC shall have the continuing exclusive right to accept, receive, apply and reapply on behalf of CIC any and all payments received at any time or times hereafter against the Indebtedness secured hereby in such manner as CIC may deem advisable, notwithstanding any entry by CIC upon any of its books and records.

22. In the event CIC shall take notes as evidence of any Indebtedness, or accept any collateral, in addition to that set forth herein, or in the Pledge as security for the payment of such Indebtedness, the same shall in no way limit, affect or qualify this Trust Deed or the lien hereof.

23. This Trust Deed is subject and subordinate to all encumbrances of record, if any, as of the record date hereof, and all rights conferred upon Trustee and CIC hereunder are subject and subordinate to all rights accruing to prior lienholders and encumbrancers of the Premises of record.

24. All indebtedness, the payment of which is guaranteed pursuant to the Guaranty, the Indebtedness, and all loans, advances of monies and extensions of credit now, or at any time or times hereafter made by CIC to or for the benefit of Wild shall constitute one indebtedness secured by the lien of this Trust Deed and by all other security interests,

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liens and encumbrances heretofore, now and from time to time hereafter granted by Mortgagor to CIC.

IN WITNESS WHEREOF, said Mortgagor has executed this Trust Deed on the day and year first above written.

AMALGAMATED TRUST AND SAVINGS BANK, as Trustee under Trust Agreement dated December 10, 1979, and known as Trust Number 4152

By SEE ATTACHED RIDER FOR EXECUTION BY TRUSTEE.

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PARCEL 1:
UNIT NO. 2406 IN THE 2400 LAKVIEW CONDOMINIUM AS DELINEATED ON SURVEY OF CERTAIN LOTS, ON PARIS THERIOF AND PART OF A PRIVATE ALLEY IN BAIRD'S LINCOLN PARK ADDITION TO CHICAGO, A SUBDIVISION IN THE SOUTH EAST CORNER OF THE SOUTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (HEREINAFTER REFERRED TO AS 'PARCEL'), WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1973 AND KNOWN AS TRUST NO. 32452 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 22583611 TOGETHER WITH AN UNDIVIDED .615 INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY).

PARCEL 2:
EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT RECORDED AUGUST 15, 1891 AS DOCUMENT NO. 1520807 FOR PASSAGEWAY OVER THE EAST 12 FEET OF LOT 8 (EXCEPT THE EAST 6 FEET OF LOT 8 LYING WEST OF AND ADJOINING SAID LOTS 1 AND 3 IN THE SUBDIVISION OF LOTS 1 AND 2 IN ANDREW E. LEICHT'S SUBDIVISION OF LOTS 9 AND 10 IN BAIRD'S LINCOLN PARK ADDITION) IN BAIRD'S LINCOLN PARK ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 3:
EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT RECORDED AUGUST 15, 1891 AS DOCUMENT NO. 1520807 FOR PASSAGEWAY OVER THE EAST 12 FEET OF LOT 8 (EXCEPT THE EAST 6 FEET OF LOT 8 LYING WEST OF AND ADJOINING LOT 2 IN THE SUBDIVISION OF LOTS 1 AND 2 IN ANDREW E. LEICHT'S SUBDIVISION OF LOTS 9 AND 10 IN BAIRD'S LINCOLN PARK ADDITION) IN BAIRD'S LINCOLN PARK ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT A

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Rider attached to TRUST DEED

Dated: 6/6/80

This instrument is executed by AMALGAMATED TRUST & SAVINGS BANK, not in its individual corporate capacity, but as Trustee as aforesaid, and it is expressly agreed that nothing herein contained shall be construed as creating any liability on said AMALGAMATED TRUST & SAVINGS BANK in its individual corporate capacity with respect to any warranty or representation contained in this instrument, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right or interest hereunder, and the parties hereto and such other persons shall accept this instrument upon the express condition that no duty shall rest upon said AMALGAMATED TRUST & SAVINGS BANK, either in its individual corporate capacity, or as said Trustee, to collect, receive, sequester or retain for any purpose the rents, issues and profits arising from the property hereinabove described or the property or funds at any time subject to said Trust Agreement, or the proceeds arising from the sale or other disposition of any such property, or to continue as such Trustee, or to retain any right, title or interest in or to the property hereinabove described or in or to any part or all of the property or funds at any time subject to said Trust Agreement.

AMALGAMATED TRUST & SAVINGS BANK,
not individually, but as Trustee
under Trust No. 4152



[Signature]
Vice President

[Signature]
Assistant Secretary

JUN 9 PM 2:35

STATE OF ILLINOIS)
COUNTY OF COOK) SS:

JUN-9 3 10 5 15 1980 19.30

MAIL
19.00

I, AMBER J. BOOKER
a Notary Public in and for said County, in the State aforesaid, do hereby certify, that H. J. ISADOR Vice-President of AMALGAMATED TRUST & SAVINGS BANK, and Katharine E. Blumenthal, Assistant Secretary of said banking corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Assistant Secretary, respectively, appeared before me, this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said banking association, did affix the said corporate seal of said banking corporation to said instrument as her own free and voluntary act, and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth.

Notary Public
25481042

Given under my hand and Notarial Seal this 6th day of June, 1980

[Signature]
Notary Public



My commission expires MY COMMISSION EXPIRES JUNE 4, 1981

END OF RECORDED DOCUMENT