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SECOND SUPPLEMENT

36<sup>00</sup>

To

INDENTURE OF MORTGAGE AND DEED OF TRUST

From

ZAYRE THIRD REALTY CORP.

To

SHAWMUT BANK OF BOSTON, N.A.

And  
MAX GOLDSMITH,  
as Trustees

85 297 700

Dated as of October 1, 1985  
Supplementing the Indenture of Mortgage and Deed of Trust  
Dated as of December 15, 1969

RECORDED TO THE INDEX  
INDEXED TO THE RECORD

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BOX 333-TH

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THIRD JUDICIAL CIRCUIT

of

IN RE: THE ESTATE OF [Name]

vs.

THE STATE OF ILLINOIS

of

SHARON L. [Name]

and

THE STATE OF ILLINOIS

as Appellee

Case No. [Number]

Appealed from the judgment of the Circuit Court of Cook County, Illinois, entered on [Date]

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SECOND SUPPLEMENT TO INDENTURE OF MORTGAGE AND DEED OF TRUST, dated as of October 1, 1985 (herein called this Supplement), between ZAYRE THIRD REALTY CORP. (herein called the Company), a Delaware corporation, having an address at 770 Cochituate Road, Framingham, Massachusetts 01701, and SHAWMUT BANK OF BOSTON, N.A. (formerly The National Shawmut Bank of Boston), as trustee (herein, together with its successors and assigns as such trustee, called the Trustee), having its corporate trust office at One Federal Street, Boston, Massachusetts 02211, and MAX GOLDSMITH (as successor individual trustee to W.S. Wadland), as individual trustee, (herein called the Individual Trustee), having an address at c/o Shawmut Bank of Boston, One Federal Street, Boston, Massachusetts 02211, as trustees (herein, together with all separate trustees and co-trustees appointed as provided in Section 8.6 of the Original Indenture as hereinafter defined, collectively called the Trustees).

## PRELIMINARY STATEMENT

This Supplement amends and supplements the Indenture of Mortgage and Deed of Trust dated as of December 15, 1969, as amended by the Supplement to Indenture of Mortgage and Deed of Trust dated as of December 15, 1970 (together herein called the Original Indenture), from the Company to the Trustees, duly recorded in the office of the Illinois Recorder of Deeds for Cook County (the Original Indenture, as amended and supplemented by this Supplement, being herein called the Indenture) covering the land described in Schedule A attached thereto, together with the improvements constructed thereon (said land and improvements being herein collectively called the Original Property).

The Company, having deemed it necessary to incur indebtedness by borrowing for its proper corporate purposes, issued its 7-3/4% Secured Notes,

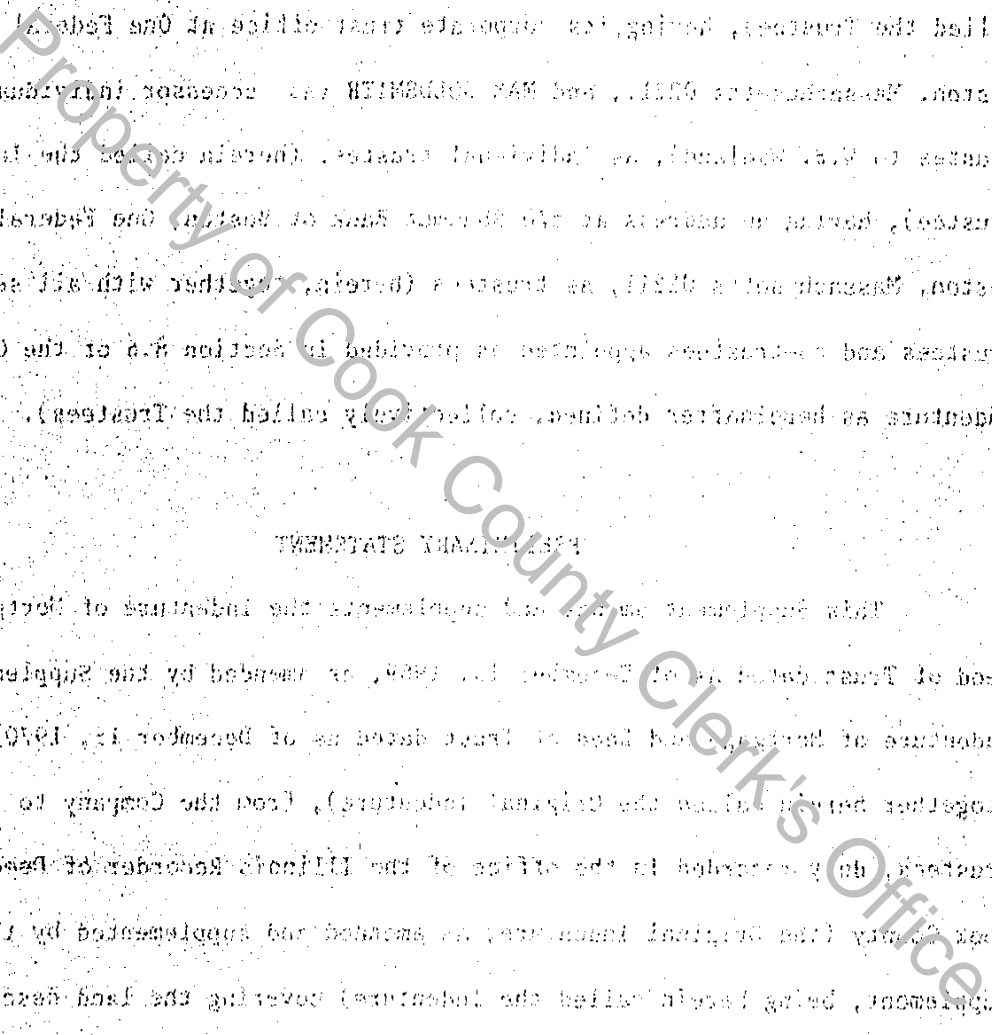
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...of October 1, 1960 (hereinafter referred to as the Supplement), between SAVREY TRUST  
 REACT 1957, (hereinafter referred to as the Reactor), a Delaware corporation, having an  
 address at 775 Washington Road, Washington, Massachusetts 01901, and SHAWMUT  
 BANK OF BOSTON, N.A. (hereinafter referred to as the Bank of Boston), an  
 organized (hereinafter referred to as the Trustee) with its principal office at One Federal Street,  
 called the Trustee, having its principal office at One Federal Street,  
 Boston, Massachusetts 02111, and MAX SCHMIDT, an individual  
 known to the Trustee, as individual trustee. (Hereinafter referred to as the Individual  
 Trustee), having its principal office at One Federal Street,  
 Boston, Massachusetts 02111, as trustee, together with all persons  
 named and designated herein as provided in Section 2.4 of the Original  
 indenture as hereinafter defined, collectively called the Trustee).

PERMANENT STATEMENT

This Supplement was prepared and signed by the Trustee and  
 the Individual Trustee on the date hereof, and is intended to amend the Supplement to  
 the Original Indenture of October 1, 1960, as amended by the Supplement to  
 the Original Indenture of January 1, 1961, and the Supplement to the Original Indenture of  
 December 1, 1960.  
 The Trustee and the Individual Trustee, together with the Company to the  
 Trustee, are recorded in the office of the Illinois Recorder of Deeds for  
 Cook County (the Original Indenture was amended and supplemented by this  
 Supplement, being herein called the Indenture) covering the term described in  
 Schedule A attached hereto, together with the improvements contained  
 therein said land and improvements being herein collectively called the  
 Original Property.  
 The Company, having deemed it necessary to incur indebtedness by  
 borrowing for the purpose herein provided, issued its A-1(1) Secured Notes,

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Series C, due January 1, 2001 and its 9-1/2% Secured Notes, due January 1, 2001 (the Original Notes) in the original aggregate principal amount of \$3,210,000 and mortgaged, warranted, granted, bargained, sold, conveyed, pledged and assigned the Trust Estate (as defined in the Original Indenture and herein referred to as the Original Trust Estate) in order to secure payment of the Original Notes.

The Company now deems it necessary to incur additional indebtedness for its proper corporate purposes. Such borrowing is evidenced by its 11.50% Improvement Notes, Series C, due January 1, 2001 (the Series C Improvement Notes) in the original aggregate principal amount of \$4,245,000 and substantially in the form attached hereto as Schedule B. The Series C Improvement Notes are equally and ratably secured with the Original Notes, and entitled to the benefits of the Indenture.

The proceeds of the sale of the Series C Improvement Notes will be used to reimburse the Company for its expenses incurred in purchasing a certain parcel of land including the improvements located thereon adjacent to the Original Property (the Additional Property) described in Schedule A-1 hereto and to reimburse Chicago Trading Corp., an Illinois corporation (the Lessee) for its expenses incurred in constructing additional improvements (the Improvements) to the Original Property and the Additional Property pursuant to paragraph 19 of the Lease Agreement, dated as of December 15, 1969 (herein called the Original Lease), between the Company, as lessor, and the Lessee, as lessee. The Original Lease has been supplemented by a First Supplement to Lease Agreement, dated as of the date hereof (herein called the Lease Supplement), between the Company and the Lessee, and constitutes a part of the property described in the granting clauses of the Original Indenture. In addition, the Guaranty, dated as of December 15, 1969 (the Original Guaranty),

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Series B, the January 1, 1981 and the 9-11-81 Secured Notes, and January 1, 1981 (the Original Notes) in the original aggregate principal amount of \$1,110,000 and mortgage, warehouse, granted, bargained, sold, conveyed, pledged and assigned the legal estate (as defined in the Original Indenture and herein referred to as the Original Trust Estate) in order to secure payment of the Original Notes.

The Company now deems it necessary to incur additional indebtedness for the proper corporate purposes. Such borrowing is evidenced by its \$1,500,000 Improvement Notes, Series B, the January 1, 1981 (the Series B Improvement Notes) in the original aggregate principal amount of \$1,500,000 and substantially in the form attached hereto as Schedule B. The Series B Improvement Notes are equally and ratably secured with the Original Notes, and entitled to the benefits of the Indenture.

The proceeds of the sale of the Series B Improvement Notes will be used to reimburse the Company for the expenses incurred in purchasing a certain parcel of land including the improvements located thereon adjacent to the Original Property (the Additional Property) described in Schedule A-1 hereto and to reimburse Chicago Trading Corp., an Illinois corporation (the Lessee) for the expenses incurred in constructing additional improvements (the Improvements) to the Original Property and the Additional Property pursuant to paragraph 12 of the Lease Agreement, dated and of December 15, 1980 (herein called the Original Lease), between the Company, as lessor, and the Lessee, as lessee. The Original Lease has been supplemented by a First Supplement to Lease Agreement, dated as of the date hereof (herein called the Lease Supplement), between the Company and the Lessee, and constitutes a part of the property described in the general clauses of the Original Indenture. In addition, the Guaranty, dated as of December 15, 1980 (the Original Guaranty),

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from Zayre Corp., a Delaware corporation, to the Company and the predecessors of the Trustees, has been supplemented by a First Supplement to Guaranty, dated as of the date hereof (the Guaranty Supplement), and constitutes a part of the property described in the granting clauses of the Original Indenture.

The Company proposes to amend and supplement the Original Indenture in order to confirm that the Additional Property and Improvements are subject to the lien thereof and to create the Series C Improvement Notes. The Company is duly authorized under all applicable provisions of law to execute and deliver this Supplement and the Series C Improvement Notes and to do such other things as are hereinafter set forth, and all action required by law and all corporate action on its part required therefor have been duly taken.

## GRANTING CLAUSE

NOW, THEREFORE, THIS SUPPLEMENT WITNESSETH: that the Company, in consideration of the premises and of One Dollar (\$1.00), the receipt of which is hereby acknowledged, hereby confirms and agrees that it has (i) mortgaged, warranted, granted, conveyed, pledged and assigned unto the Trustees the Trust Estate under the Original Indenture and (ii) mortgaged, warranted, granted, conveyed, pledged and assigned and by these presents does hereby mortgage, warrant, grant, convey, pledge and assign unto the Trustees, and their successors in the trust hereby created and assigns forever (in the case of the Trustee, only to the extent of its legal qualification and capacity under the laws of any particular jurisdiction to receive and hold property therein for the purposes hereof), all its estate, right, title and interest in and to the following described property (herein together with the Original Trust Estate called the Trust Estate):

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The Company... in order to control... to the land... in a duly authorized... delivered this... other things... all corporate... have been duly taken.

WARRANTY

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That the Company, in consideration of the premises... is hereby acknowledged, granted, conveyed and assigned into the Trust Estate under the Original... conveyed, pledged and assigned... warrant, grant, convey, pledge and assign... Trustee, only to the extent of its legal qualification and capacity under the laws of any particular jurisdiction... the purposes hereof, all its estate, right, title and interest in and to the following described property (hereinafter referred to as the Trust Estate) called the Trust Estate:

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The Additional Property and all improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Original Property and the Additional Property acquired by or released to the Company or constructed, assembled or placed on the Original Property or the Additional Property by the Company or the Lessee, but excluding any personal property, subsequent to the execution and delivery of the Original Indenture in the case of the Original Property and subject to the execution and delivery of this Supplement in the case of the Additional Property, including all right, title and interest of the Company in and to all buildings, equipment and fixtures (other than those trade fixtures which are the property of the Lessee) and subject to the lien of the Indenture, upon such acquisition, release, construction, assembling or placement, without any future mortgaging, granting, conveying, assigning, bargaining, selling, pledging, giving, transferring, setting over, or other act by the Company, as fully and completely, and with the same effect, as though then owned by the Company.

The Company further confirms and agrees that the Original Lease as supplemented by the Lease Supplement constitutes a part of the property described in the granting clauses of the Original Indenture and is and shall remain a portion of the Trust Estate.

TO HAVE AND TO HOLD the Trust Estate, whether now owned or held or hereafter acquired, unto the Trustees, their successors and assigns, forever.

IN TRUST, NEVERTHELESS, upon the terms and trusts set forth in the Indenture for the equal and proportionate benefit and security of the present and future holders of the Notes (as such term is defined in the Original Indenture) issued and to be issued by the Company, without preference of any Note over any other, and for enforcement of the payment of the Notes, in accordance with their respective terms, and all other sums payable under the

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The Additional Property and all improvements, betterments, accessories, fixtures, and appurtenances and all additional and appurtenances to, the Original Property and the Additional Property acquired by or released to the Company or transferred, assigned or placed on the Original Property or the Additional Property by the Company or the holder, but excluding any personal property, subsequent to the execution and delivery of the Original Instrument in the case of the Original Property and subject to the execution and delivery of this Supplement in the case of the Additional Property, including all right, title and interest of the Company in and to all buildings, equipment and fixtures (other than those items which are the property of the holder) and subject to the lien of the Instrument and such acquisition, release, construction, assignment or placement, without any future mortgage, granting, conveying, releasing, partitioning, selling, pledging, giving, transferring, setting apart, or otherwise by the Company, as fully and completely, and with the same effect, as though then owned by the Company.

The Company further warrants and agrees that the Original Loss as suggested by the loss supplement constitutes a part of the property described in the existing clause of the Original Instrument and is and shall remain a part of the Total Estate.

IT IS HEREBY AGREED AND SOLEMNLY DECLARED, whether now owned or held or hereafter acquired, unto the heirs, their successors and assigns, forever IN TRUST, REVENUELESSLY, upon the terms and covenants set forth in the Instrument for the equal and proportionate benefit and security of the present and future holders of the Notes (as and when as defined in the Original Instrument) and to be insured by the Company, without pretense of any Note over any other and for enforcement of the payment of the Notes, in accordance with their respective terms, and all other sums payable under the

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Indenture, or on the Notes, and for the performance of and compliance with the obligations, covenants and conditions of the Indenture.

ARTICLE I

Amendments

The Company and the Trustees hereby agree that the Original Indenture shall be amended and supplemented as follows:

Section 1.1. Definitions. Certain defined terms appearing in the Original Indenture and this Supplement shall have the following meanings:

(a) The term "Additional Property" as used in this Supplement has the meaning specified in the Preliminary Statement hereto.

(b) The term "Assignment" as used in this Supplement and in the Original Indenture shall mean the Assignment, as defined in the Original Indenture, as amended and supplemented by the First Supplement to Assignment of Lease and Agreement, dated as of the date hereof, and as the same may be further amended and supplemented from time to time as permitted thereby.

(c) The term "corporate trust office" as used in the Original Indenture shall mean the office of the Trustee at which its corporate trust business is administered, presently at One Federal Street, Boston, Massachusetts 02211.

(d) The term "Guaranty" as used in this Supplement and in the Original Indenture shall mean the Guaranty, as defined in the Original Indenture, as amended and supplemented by the First Supplement to Guaranty, dated as of the date hereof, and as further supplemented from time to time as permitted thereby.

(e) The term "Lease" as used in this Supplement and in the Original Indenture shall mean the Lease Agreement, as defined in the Original

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Indebtedness, or in the event of the performance of such obligations with the  
obligations, covenants and conditions of the Indebtedness.

## ARTICLE I

### Definitions

The Company and the Lessor hereby agree that the Original Indebtedness

shall be amended and supplemented as follows:

Section 1.1. Definitions. The term defined terms appearing in the

Original Indebtedness and this Supplement shall have the following meanings:

(a) The term "Additional Property" as used in this Supplement has

the meaning specified in the Preliminary Statement hereto.

(b) The term "Assignment" as used in this Supplement and in the

Original Indebtedness shall mean the assignment, as defined in the Original

Indebtedness, as amended and supplemented by the first Supplement to Assignment

of Lease and agreement, dated as of the date hereof, and as the same may be

further amended and supplemented from time to time as permitted thereby.

(c) The term "Corporate Trust Office" as used in the Original

Indebtedness shall mean the office of the trustee at which its corporate trust

business is conducted, presently at One Federal Street, Boston,

Massachusetts 02111.

(d) The term "Guaranty" as used in this Supplement and in the

Original Indebtedness shall mean the Guaranty, as defined in the Original

Indebtedness, as amended and supplemented by the first Supplement to Guaranty,

dated as of the date hereof, and as further supplemented from time to time as

permitted thereby.

(e) The term "Lease" as used in this Supplement and in the Original

Indebtedness shall mean the Lease Agreement, as defined in the Original

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Indenture, as amended and supplemented by the First Supplement to Lease Agreement, dated as of the date hereof, and as further supplemented from time to time as permitted thereby.

(f) The term "Indenture" has the meaning specified in the Preliminary Statement hereto.

(g) The term "Note Agreements" as used in the Original Indenture shall mean the Note Agreements as defined in the Original Indenture, and shall include the Note Agreement dated October 1, 1985 between the Company and each of the parties listed in Exhibit A thereto.

(h) The term "Other Indenture" as used in the Original Indenture shall mean the Other Indenture, as defined in the Original Indenture, as amended and supplemented by the First Supplement to Indenture of Mortgage and Deed of Trust, dated as of the date hereof, and as the same may be further amended and supplemented from time to time as permitted thereby.

(i) The term "Other Lease" as used in the Original Indenture shall mean the Other Lease, as defined in the Original Indenture, as amended and supplemented by the First Supplement to Lease Agreement, dated as of the date hereof, and as the same may be further amended and supplemented from time to time as permitted thereby.

(j) The term "Other Notes" as used in the Original Indenture shall mean the Other Notes, as defined in the Original Indenture, and shall include the Series A Improvement Notes issued and sold by the Company to certain purchasers and created and secured by the Other Indenture related thereto.

Section 1.2 Financial Statements; Books and Records. The Original Indenture is hereby amended to extend to the holders of the Improvement Notes the rights given to the Trustee under Section 3.16 of the Original Indenture.

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Indebtedness, as amended and supplemented by the first Supplement to Lease Agreement, dated as of the date hereof, and as further supplemented from time to time as permitted thereby.

(1) The term "Indebtedness" has the meaning specified in the Preliminary Statement hereto.

(g) The term "Other Instruments" as used in the Original Indebtedness shall mean the first Supplement as defined in the Original Indebtedness, and shall include the Note Agreement dated January 1, 1985 between the Company and each of the parties listed in Exhibit A hereto.

(b) The term "Other Indebtedness" as used in the Original Indebtedness shall mean the Other Indebtedness, as defined in the Original Indebtedness, as amended and supplemented by the first Supplement to Indebtedness of Mortgage and Lease Agreement, dated as of the date hereof, and as the same may be further amended and supplemented from time to time as permitted thereby.

(i) The term "Other Lease" as used in the Original Indebtedness shall mean the Other Lease, as defined in the Original Indebtedness, as amended and supplemented by the first Supplement to Lease Agreement, dated as of the date hereof, and as the same may be further amended and supplemented from time to time as permitted thereby.

(j) The term "Other Notes" as used in the Original Indebtedness shall mean the Other Notes, as defined in the Original Indebtedness, and shall include the Series A Improvement Note as issued and sold by the Company to certain purchasers and issued and secured by the other interests related thereto.

Section 1.3 Financial Statements, Books and Records. The Original Indebtedness is hereby amended to extend to the holders of the Improvement Notes the rights given in the first Supplement under Section 2.10 of the Original Indebtedness.

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Section 1.3. Events of Default. The Original Indenture is hereby amended by deleting paragraphs (h), (i) and (j) of Section 7.1 and by substituting in lieu thereof the following paragraphs (h), (i) and (j):

- "(h) if the Company shall be adjudicated a debtor or bankrupt or be declared insolvent under the Federal Bankruptcy Code or any other federal or state law (as now or hereafter in effect) relating to bankruptcy, insolvency, reorganization, winding-up or adjustment of debts (hereinafter collectively called Bankruptcy Laws); or
- (i) if the Company shall (A) apply for or consent to the appointment of, or the taking of possession by any receiver, custodian, trustee, United States Trustee or liquidator (or other similar official) of the Trust Estate or any part thereof or of any substantial portion of the Company's property, or (B) generally not pay its debts as they become due, or admit in writing its inability to pay its debts generally as they become due or (C) make a general assignment for the benefit of its creditors, or (D) file a petition commencing a voluntary case under or seeking to take advantage of any Bankruptcy Law, or (E) fail to controvert in timely and appropriate manner, or in writing acquiesce to, any petition commencing an involuntary case against the Company or otherwise filed against the Company pursuant to any Bankruptcy Law, or (F) take any corporate action in furtherance of any of the foregoing, or
- (j) if an order for relief against the Company shall be entered in any involuntary case under the Federal Bankruptcy Code or any similar order against the Company shall be entered pursuant to any other Bankruptcy Law, or if a petition commencing an involuntary case against the Company or proposing the reorganization of the Company under any Bankruptcy Law shall be filed and not be discharged or denied within 60 days after such filing, or if a proceeding or case shall be commenced in any court of competent jurisdiction seeking (A) the liquidation, reorganization, dissolution, winding-up or adjustment of debts of the Company, or (B) the appointment of a receiver, custodian, trustee, United States Trustee or liquidator (or any similar official) of the Trust Estate or any part thereof or of the Company or of any substantial portion of the Company's property, or (C) any similar relief as to the Company pursuant to any Bankruptcy Law, and any such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be

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Section 1.4. Section 1.4. Section 1.4. Section 1.4. Section 1.4.

amended by deleting paragraphs (1), (2) and (3) of Section 7.1 and by

replacing in the second the following paragraphs (1), (2) and (3):

(1) If the company shall be organized a defector or partner of the defector organized under the Federal bankruptcy law or any other Federal or State law (as now or hereafter in effect) relating to bankruptcy, insolvency, reorganization, liquidation or adjustment of debts, hereinafter collectively called bankruptcies, and

(2) If the company shall be organized by or for the appointment of, or the taking of possession by or for, a receiver, assignee, trustee, liquidator or fiduciary (for other than the official of the Trust) of any assets of the company, or if any substantial part of the company's property, or if any substantial part of the company's assets, shall be held in trust, or if the company shall be organized as a defector or partner of the defector organized under the Federal bankruptcy law or any other Federal or State law (as now or hereafter in effect) relating to bankruptcy, insolvency, reorganization, liquidation or adjustment of debts, hereinafter collectively called bankruptcies, and

(3) If in any of the cases stated in the Company shall be organized, or in any of the cases stated in the Federal bankruptcy law or any other Federal or State law (as now or hereafter in effect) relating to bankruptcy, insolvency, reorganization, liquidation or adjustment of debts, hereinafter collectively called bankruptcies, and

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entered and continue unstayed and in effect for 60 days; or"

Section 1.4. Schedule A. The Original Indenture is hereby amended by deleting Schedule A thereto in its entirety and by substituting in lieu thereof Schedule A attached hereto.

Section 1.5. Improvement Notes. Section 2.2(c)(ii) of the Original Indenture is hereby amended to add the following phrase:

"Said Supplemental Indenture shall describe the terms, including interest and maturity dates, of Improvement Notes and shall have been recorded;"

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...and ... in effect for ...

Section 1.4. Schedule A. The original instrument is hereby amended

by deleting Schedule A therein in its entirety and by substituting in lieu

thereof Schedule A attached hereto.

Section 1.5. Improvement Name. Section 1.3(c)(1) of the Original

instrument is hereby amended to add the following phrase:

"This supplemental instrument shall describe the terms, including interest and maintenance fees, of improvement bonds and shall have been recorded."

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## ARTICLE II

### The Notes

Section 2.1. The Series C Improvement Notes. The Series C Improvement Notes may have such letters, numbers and other marks of identification and such legends or endorsements thereon as the Company may determine with the approval of the Trustee and as are not inconsistent with the provisions of the Indenture. The Series C Improvement Notes shall:

- (a) each be designated the "11.50% Improvement Note, Series C, due January 1, 2001";
- (b) be limited in aggregate original principal amount to an amount of \$4,400,000 (exclusive of Notes issued pursuant to Section 2.7 of the Indenture);
- (c) be issuable only as fully registered Notes, without coupons, in any denomination;
- (d) be dated the date of issuance thereof, except as otherwise provided in Section 2.8 of the Indenture;
- (e) mature, unless sooner paid in full pursuant to the provisions thereof and of the Indenture, on January 1, 2001;
- (f) bear interest (computed as if each full calendar month consisted of 30 days and each full calendar year consisted of 360 days) on the unpaid principal amount thereof from the date thereof to maturity, whether by acceleration or otherwise, at the rate of 11.50% per annum, and (to the extent permitted by applicable law) on any overdue principal, premium, if any, and overdue interest, at the rate of 12.50% per annum (or such lesser rate of interest as may be the maximum permitted by applicable law);
- (g) be due and payable as to interest only accrued from the respective dates of issuance thereof up to and including December 31, 1985, on January 1, 1986;
- (h) be due and payable on April 1, 1986 (in addition to the interest payment due on such date) and on the first day of each July, October, January and April thereafter to and including October 1, 2000 in 59 equal quarterly instalment payments (herein, together with the remaining balance payable on January 1, 2001, called the Instalment Payments), each in amounts sufficient that upon the due payment of all such Instalment Payments there shall have been paid to the holders of the Series C Improvement Notes

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ARTICLE II

THE NOTES

Section 2.1. The Series C Improvement Notes. The Series C

Improvement Notes are hereby authorized, numbered and other marks of identification and such legends or endorsements thereon as the Company may determine with the approval of the Trustee and as are not inconsistent with the provisions of the Indenture. The Series C Improvement Notes shall:

(a) each be denominated in the \$1,000 Improvement Note Series C, and January 1, 2007;

(b) be limited in aggregate original principal amount to an amount of \$2,500,000 (exclusive of interest accrued pursuant to Section 2.1 of the Indenture);

(c) be interest only on fully registered notes, without coupons, in any denomination;

(d) be dated the date of the first interest payment, except as otherwise provided in Section 2.1 of the Indenture;

(e) mature, unless otherwise provided in the Indenture, on January 1, 2007.

The Series C Improvement Notes shall be issued in full and shall be payable in full on the date specified in the Indenture. The Series C Improvement Notes shall be payable in full on the date specified in the Indenture. The Series C Improvement Notes shall be payable in full on the date specified in the Indenture. The Series C Improvement Notes shall be payable in full on the date specified in the Indenture.

(f) be due and payable as to interest only according to the respective dates of interest thereon set forth in the Indenture, on January 1, 2007.

(g) be due and payable on April 1, 2008 (in addition to the interest payments due on each date) and on the first day of each of the months of January and April thereafter to and including October 1, 2009 in 25 equal quarterly installments. The Series C Improvement Notes shall be payable in full on the date specified in the Indenture. The Series C Improvement Notes shall be payable in full on the date specified in the Indenture.

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100% of the original principal amount thereof, together with accrued interest thereon; each Instalment Payment when paid, to be applied first to the payment of all interest accrued and unpaid on the Series C Improvement Notes and then to payment on account of the principal thereof;

(i) be prepayable only as provided in Article VI of the Indenture;

(j) be substantially of the tenor and in the form set forth in Schedule B hereto, with such omissions, insertions and variations as are provided for or permitted by the Indenture; and

(k) be secured equally and ratably with the Original Notes of the Company and all other series of Improvement Notes of the Company which may be issued pursuant to Section 2.2 of the Indenture and be entitled to the benefits of the Indenture.

Section 2.2. Original Issue of the Series C Improvement Notes.

Forthwith upon the execution and delivery of this Supplement, the Series C Improvement Notes in an aggregate original principal amount of \$4,245,000 shall be authenticated and delivered by the Trustee in accordance with the order of the Company signed by the President or a Vice President thereof. Such order shall specify the principal amount of the Series C Improvement Notes to be authenticated and delivered, and shall be the only authority required by the Trustee for the authentication and delivery of the Series C Improvement Notes provided for in this Section 2.2.

ARTICLE III

Ratification

This Supplement is expressly made supplemental to and a part of the Original Indenture. Except as hereby expressly amended and supplemented, the Original Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect.

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100% of the original principal amount of the original notes... with accrued interest... shall be applied first to the payment of all interest... and then to payment of principal of the original notes.

(i) be payable only as provided in Article IV of the Indenture.

(j) be subject to the terms and conditions of the Indenture... with such variations, amendments, and additions as are provided for or permitted by the Indenture.

(k) be secured equally and ratably with the Original Notes of the Company and all other notes of Improvement Notes of the Company which may be issued pursuant to Section 2.2 of the Indenture and be entitled to the benefits of the Indenture.

### Section 2.2. Original terms of the Series C Improvement Notes.

Notwithstanding upon the execution and delivery of this Supplement, the Series C Improvement Notes in an aggregate principal amount of \$4,200,000 shall be authenticated and delivered by the Trustee in accordance with the order of the Company signed by the President or a Vice President thereof. Such order shall specify the principal amount of the Series C Improvement Notes to be authenticated and delivered, and shall be the only authority required by the Trustee for the authentication and delivery of the Series C Improvement Notes provided for in this section 2.2.

ARTICLE III

Definitions

This Supplement is expressly made supplemental to and a part of the Original Indenture. Except as expressly amended and supplemented, the Original Indenture is to all intents, conditions and purposes, and all the terms, conditions and provisions thereof shall remain in full force and effect.

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## ARTICLE IV

### Equal and Ratable Security

Anything in this Supplement to the contrary notwithstanding, the Company and the Trustees agree that the Original Notes and the Series C Improvement Notes shall be equally and ratably secured by the Original Indenture, as supplemented by this Supplement.

## ARTICLE V

### Priority of the Lease

Anything in this Supplement to the contrary notwithstanding, the Company and the Trustees agree that the Original Indenture, as supplemented and amended by this Supplement, shall be and remain subject to the rights of the Lessee under the Original Lease, as supplemented by the Lease Supplement.

## ARTICLE VI

### Representation and Warranty

Anything in this Supplement to the contrary notwithstanding, the Company represents and warrants the truth and correctness of the information set forth in the Preliminary Statement hereof and in the Original Indenture, and covenants and agrees that the Original Indenture, as supplemented by this Supplement, constitutes a direct and valid first lien on the prior security interest with respect to the Trust Estate subject to Permitted Exceptions as defined in the Original Indenture.

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## ARTICLE IV

### Assignment and Sublease

Notwithstanding to the contrary notwithstanding, the

Company and the Lessor agree that the Original Lease and the Lease

Improvement there shall be deemed to be a single lease by the Original

Lease, as supplemented by this Supplement.

## ARTICLE V

### Priority of the Lease

Notwithstanding to the contrary notwithstanding, the

Company and the Lessor agree that the Original Lease, as supplemented

and amended by this Supplement, shall be deemed to be the lease of

the Lessor under the Original Lease, as supplemented by the Lease Supplement.

## ARTICLE VI

### Warranty and Release

Notwithstanding to the contrary notwithstanding, the

Company represents and warrants the truth and correctness of the information

set forth in the Preliminary Statement, Lease and in the Original Lease,

and covenants and agrees that the Original Lease, as supplemented by this

Supplement, constitutes a valid and enforceable lease on the part of the

Lessor with respect to the land herein subject to permitted exceptions as

defined in the Original Lease.

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## ARTICLE VII

### Miscellaneous

Section 7.1. Counterparts. This Supplement may be executed in any number of counterparts and each thereof shall be deemed to be an original; and all such counterparts shall constitute but one and the same instrument.

Section 7.2. Headings. The headings of the various Articles, Sections and Schedules herein have been inserted for convenient reference only and shall not to any extent have the effect of modifying or amending the express terms and provisions of this Supplement.

## ARTICLE VIII

### Incorporated Schedules

The following are Schedules A, A-1 and B referred to in this Supplement:

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ARTICLE VII

INDEPENDENT SCHEDULES

Section 7.1. The following independent schedules shall be established and maintained by the Board of Supervisors and shall be subject to the provisions of the various Articles of this Charter. The Board of Supervisors shall have the authority to amend, modify or repeal any of the independent schedules established hereunder and to provide for the establishment of any other independent schedules. The Board of Supervisors shall have the authority to amend, modify or repeal any of the independent schedules established hereunder and to provide for the establishment of any other independent schedules.

ARTICLE VIII

INDEPENDENT SCHEDULES

The following are schedules A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UY, UV, UW, UX, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VV, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YY, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ.

Supplement

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## SCHEDULE A

### PROPERTY DESCRIPTION

THAT PART OF THE WEST 2/3 OF THE SOUTH WEST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 33 FEET OF SAID SOUTH WEST 1/4 (SAID EAST LINE ALSO BEING THE EAST LINE OF CENTRAL AVENUE) WITH THE SOUTH LINE OF THE NORTH <sup>feet</sup> 33<sub>1</sub> OF SAID SOUTH WEST 1/4 (SAID SOUTH LINE ALSO BEING THE SOUTH LINE OF 115TH STREET); THENCE EAST ALONG THE SOUTH LINE OF 115TH STREET, 1537.18 FEET TO AN INTERSECTION WITH A LINE WHICH IS 200 FEET, MEASURED PERPENDICULARLY, WEST FROM AND PARALLEL WITH THE EAST LINE OF THE SAID WEST 2/3 OF THE SOUTH WEST 1/4; THENCE SOUTH ON LAST DESCRIBED LINE A DISTANCE OF 1217.79 FEET; THENCE NORTHWESTERLY ON A CURVE CONVEX TO THE NORTH EAST, HAVING A RADIUS OF 420 FEET AND AN ARC DISTANCE OF 529.45 FEET TO A POINT WHICH IS 959 FEET SOUTH FROM NORTH LINE OF SAID SOUTH WEST 1/4, AND 599.85 FEET, MEASURED PARALLEL WITH SAID NORTH LINE OF THE SOUTH WEST 1/4, WEST FROM THE EAST LINE OF SAID WEST 2/3 OF THE SOUTH WEST 1/4; THENCE WEST ALONG A LINE WHICH IS 959 FEET SOUTH FROM AND PARALLEL WITH NORTH LINE OF SAID SOUTH WEST 1/4, (SAID PARALLEL LINE BEING TANGENT TO LAST DESCRIBED CURVE), A DISTANCE OF 1137.53 FEET TO A POINT ON THE EAST LINE OF CENTRAL AVENUE; THENCE NORTH ON THE EAST LINE OF CENTRAL AVENUE, A DISTANCE OF 920 FEET TO THE POINT OF BEGINNING, (EXCEPTING THOSE PARTS THEREOF TAKEN AND USED FOR 115th STREET AND CENTRAL AVENUE) IN COOK COUNTY, ILLINOIS.

85 297 700

24-21-300-008  
24-21-300-010  
Central Ave & 115th Street

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SCHEDULE A

PROPERTY DESCRIPTION

THAT PART OF THE WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 21, TOWNSHIP 17 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDARY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 33 FEET OF SAID SOUTH WEST 1/4 (SAID EAST LINE ALSO BEING THE EAST LINE OF CENTRAL AVENUE) WITH THE SOUTH LINE OF THE SOUTH 1/2 OF SAID SOUTH WEST 1/4 (SAID SOUTH LINE ALSO BEING THE SOUTH LINE OF THE EAST LINE OF THE SOUTH 1/2 OF SAID SOUTH WEST 1/4); THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTH WEST 1/4 (SAID SOUTH LINE ALSO BEING THE SOUTH LINE OF THE EAST LINE OF THE SOUTH 1/2 OF SAID SOUTH WEST 1/4) A DISTANCE OF 113.25 FEET TO A POINT ON THE EAST LINE OF CENTRAL AVENUE; THENCE NORTH ON THE EAST LINE OF CENTRAL AVENUE A DISTANCE OF 95.75 FEET TO THE POINT OF BEGINNING, (EXCEPTING THOSE PARTS THEREOF TAKEN AND USED FOR 112th STREET AND CENTRAL AVENUE) IN COOK COUNTY, ILLINOIS.

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24-1-82  
 112th Street  
 Cook County, Illinois

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SCHEDULE A-1

## DESCRIPTION OF ADDITIONAL PROPERTY

THAT PART OF THE LAND FALLING IN THE NORTH 393 FEET OF THE SOUTH WEST 1/4 OF SECTION 21 AFORESAID AND ALSO THAT PART OF THE LAND LYING NORTHEASTERLY OF A CURVED LINE, HAVING A RADIUS OF 420 FEET, COMMENCING AT A POINT ON THE EAST LINE OF THE LAND, A DISTANCE OF 684.79 FEET SOUTH OF THE NORTH LINE OF SAID SOUTH WEST 1/4 OF SECTION 21 AND RUNS NORTHWESTERLY ALONG AFORESAID CURVED LINE A DISTANCE OF 529.44 FEET TO A POINT ON SAID SOUTH LINE OF THE NORTH 393 FEET OF THE SOUTH WEST 1/4 SECTION 21

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SECTION 31

DESCRIPTION OF ADDITIONAL PROPERTY

THAT PART OF THE LAND Lying in the North West 1/4 of  
SECTION 31 APPROXIMATELY AND ALSO THAT PART OF THE LAND LYING NORTHWESTERLY OF A  
CURVED LINE, HAVING A RADIUS OF 400 FEET, COMMENCING AT A POINT ON THE EAST  
LINE OF THE LAND, A DISTANCE OF 100 FEET SOUTH OF THE NORTH LINE OF SAID  
SOUTH WEST 1/4 OF SECTION 31 AND BEING SOUTHWESTERLY ALONG APPROXIMATELY CURVED  
LINE A DISTANCE OF 100 FEET TO A POINT ON SAID SOUTH LINE OF THE NORTH 1/4  
1/4 OF THE SOUTH WEST 1/4 SECTION 31

82-541-803

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## SCHEDULE B

ZAYRE THIRD REALTY CORP.

11.50% IMPROVEMENT NOTE, SERIES C  
Due JANUARY 1, 2001

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE  
SECURITIES ACT OF 1933, AS AMENDED, AND IS  
SUBJECT TO RESTRICTIONS ON TRANSFER AND SALE.

Registered No. \_\_\_\_\_

\$ \_\_\_\_\_

ZAYRE THIRD REALTY CORP., a Delaware corporation (herein, together with its successors and assigns, called the Company), for value received hereby promises to pay to \_\_\_\_\_, or registered assigns, on or before January 1, 2001, as herein provided, the principal sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), and to pay interest on the unpaid principal amount of this Note from the date hereof to maturity at the rate of 11.50% per annum, and (to the extent not prohibited by applicable law) to pay interest on any overdue principal, premium, if any, and interest, at the rate of 12.50% per annum (or at such lesser rate as may be the maximum not prohibited by applicable law), in each case computed on the basis of 360-day year of twelve 30-day months. Such principal, premium, if any, and interest shall be payable upon presentation of this Note (except upon compliance with the conditions of Section 2.3 of the Indenture hereinafter referred to) at the corporate trust office of Shawmut Bank of Boston, N.A. (formerly The National Shawmut Bank of Boston) (herein, together with its successors and assigns as trustee under the Indenture called the Trustee), One Federal Street, Boston, Massachusetts 02211, as trustee under the Indenture of Mortgage and Deed of Trust, dated as of December 15, 1969, as supplemented by the Supplement to Indenture of Mortgage and Deed of Trust, dated as of December 15, 1970

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REGISTERED

YAYE TRUST REALTY CORP.

11 FOL LOWING... SERIES C

NOVEMBER 1, 1901

THIS NOTE HAS BEEN REGISTERED UNDER THE  
REGISTERED ACT OF 1913, AS AMENDED, AND IS  
SUBJECT TO RESTRICTIONS ON TRANSFER AND SALE.

Registered No. \_\_\_\_\_

YAYE TRUST REALTY CORP., a business corporation (hereinafter referred to as the "Company"), together

with its successors and assigns, called the Company, for value received

hereby promises to pay to \_\_\_\_\_ of registered assignee, on or

before January 1, 1901, as herein provided, the principal sum of

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) and to pay interest on the unpaid

principal amount of this Note from the date hereof to maturity at the rate of

11.50% per annum, and for the extent not provided by applicable law to pay

interest on any overdue principal, premium, if any, and interest, at the rate

of 12.50% per annum (or as much lower rate as may be the maximum not

provided by applicable law), in each case computed on the basis of 360-day

year of twelve (12) months. Such principal, premium, if any, and interest

shall be payable upon presentation of this Note (except upon compliance with

the conditions of Section 13 of the Industrial Development referred to as the

corporate trust office of Standard Trust of Boston, B.A. (formerly The National

Standard Trust of Boston) (hereinafter referred to as the "Trustee"), together with its successors and assigns as

Trustee under the Industrial Development referred to as the Industrial Development of Boston, Boston,

Massachusetts (hereinafter referred to as the "Industrial Development of Boston") and head of

Trust, dated as of December 15, 1900, as supplemented by the Supplement to

Industrial Development of Boston and head of Trust, dated as of December 15, 1900

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(together herein called the Original Indenture), as supplemented by the Second Supplement to Indenture of Mortgage and Deed of Trust dated as of the date hereof (together with the Original Indenture herein called the Indenture), between the Company and the Trustee and Max Goldsmith (as successor individual trustee to W. B. Wadland), as trustees (the Trustees), or at the office of its successor as such Trustee, in lawful money of the United States of America. Interest accrued on the principal amount of this Note from and including the date hereof to and including December 31, 1985, shall be payable on January 1, 1986 (the Interest Payment). Thereafter, 59 equal quarterly instalment payments of principal and interest (together with the remaining balance due and payable on January 1, 2001, called the Instalment Payments), each in the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) shall be payable on April 1, 1986 and on the first day of each July, October, January and April thereafter to and including October 1, 2001. The remaining unpaid balance hereof together with all accrued and unpaid interest thereon, shall be due and payable on January 1, 2001. Each Instalment Payment, when paid, shall be applied first to the payment of interest accrued and unpaid on this Note to the date fixed for such Instalment Payment, and second to the payment of the principal hereof.

This Note is one of the Company's Improvement Notes, Series C, due January 1, 2001, which are equally and ratably secured with the 7-3/4% Secured Notes, Series C, due January 1, 2001, and the 9-1/2% Secured Notes, due January 1, 2001 of the Company in the aggregate original principal amount of \$3,210,000 (together, the Original Notes) and all other Improvement Notes of the Company which may be issued pursuant to Section 2.2 of the Indenture (this Improvement Note), the Original Notes and all other series of Improvement Notes, herein collectively called the Notes), by the Indenture. The Indenture

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(together herein called the original instrument), as supplemented by the second supplement to instrument of mortgage and bond of trust dated as of the date hereof (together with the original instrument herein called the instrument), between the Company and the Trustee and his assigns, the successor individual trustee to W. S. Washburn, as trustee (the Trustee), or at the office of its successor as such Trustee, in lawful money of the United States of America, interest accrued on the principal amount of this Note from and including the date hereof to and including December 31, 1951, shall be payable on January 1, 1952 (the Interest Payment). Thereafter, 2% equal quarterly payments of principal and interest (together with the remaining balance due and payable on January 1, 1951, called and labeled "payments"), each in the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) shall be payable on April 1, 1952 and on the first day of each third, October, January and April thereafter to and including October 1, 1951. The remaining unpaid balance hereof together with all accrued and unpaid interest thereon, shall be due and payable on January 1, 1951. Each installment payment, when paid, shall be applied first to the payment of interest accrued and unpaid on this Note to the date of such installment payment, and second to the payment of the principal hereof.

This Note is one of the Company's Improvement Notes, Series D, due January 1, 1951, which are equal in rank and priority to the 3-1/2% Secured Notes, Series E, due January 1, 1951, and the 9-1/2% Secured Notes, due January 1, 1951 of the Company in the aggregate principal amount of \$2,310,000 (together with the Original Notes and all other Improvement Notes of the Company which may be issued pursuant to Section 2.1 of the Instrument (this Improvement Note), the Original Notes and all other series of Improvement Notes, herein collectively called the Notes), by the Instrument.

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permits the issuance of further series of Improvement Notes which may be equally and ratably secured by the Indenture. Upon any partial prepayment of this Note, the Instalment Payments shall be reduced as provided in the Indenture. Reference is hereby made to the Indenture for a description of the Trust Estate thereby pledged and assigned, the nature and extent of the security for the Notes, the rights of the registered owners of the Notes, the Trustees and the Company in respect of such security and otherwise and the terms upon which the Notes are authenticated and delivered. The Indenture is hereby incorporated by reference in and made a part of this Note.

The principal of this Note is subject to prepayment from time to time, in the manner, to the extent and under the circumstances set forth in the Indenture, in whole or in part, at a price equal to 100% of the principal amount hereof to be prepaid plus interest accrued and unpaid to the date fixed for prepayment, together with the premium, if any, provided for in the Indenture upon such prepayment.

Upon the occurrence of an Event of Default specified in the Indenture, the principal hereof, the premium hereon, if any, and the interest accrued and unpaid hereon may be declared to be forthwith due and payable as provided in the Indenture.

The Company and the Trustees may deem and treat the person in whose name this Note is registered on the Register, as defined in the Indenture, as the absolute owner hereof (whether or not this Note shall be overdue) for the purpose of receiving payments of principal, premium, if any, and interest and for all other purposes, and neither the Company nor the Trustees shall be affected by any notice to the contrary. In accordance with the provisions of the Indenture, this Note may be transferred only on the Register at the

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provide the balance of payment of the loan which may be  
equally and ratably secured by the Indenture. Upon any partial payment of  
this Note, the outstanding payments shall be reduced as provided in the  
Indenture. Reference is hereby made to the Indenture for a description of the  
Trust Estate thereby pledged and assigned, the nature and extent of the  
security for the Note, the rights of the registered owners of the Note, the  
Trustee and the Company in respect of such security and otherwise and the  
terms upon which the Note are authorized and delivered. The Indenture is  
herby incorporated by reference in and made a part of this Note.  
The principal of this Note is subject to prepayment from time to  
time, in the manner, to the extent and under the circumstances set forth in  
the Indenture, in whole or in part, at a price equal to 100% of the principal  
amount thereof to be prepaid plus interest accrued and unpaid to the date fixed  
for prepayment, together with the premium, if any, provided for in the  
Indenture upon such prepayment.  
Upon the occurrence of an event of default specified in the Inden-  
ture, the principal hereof, the premium hereon, if any, and the interest  
accrued and unpaid hereon may be declared to be forthwith due and payable as  
provided in the Indenture.  
The Company and the Trustee may from time to time and from place to place  
and this Note is registered on the Register, as defined in the Indenture, as  
the absolute owner thereof (whether or not this Note shall be overdue) for the  
purpose of receiving payment of principal, premium, if any, and interest and  
for all other purposes, and neither the Company nor the Trustee shall be  
affected by any laws of the country. In accordance with the provisions of  
the Indenture, this Note may be transferred only on the Register to the

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corporate trust office of the Trustee, and exchanged for Notes of other authorized denominations.

Should any indebtedness represented by this Note be collected at law or in equity, or in bankruptcy or any other proceeding, or this Note be placed in the hands of attorneys for collection after default, the Company agrees to pay, in addition to the principal, premium, if any, and interest due and payable hereon, all costs of collecting or attempting to collect this Note, including reasonable attorneys' fees and expenses (including those incurred in connection with any appeal).

No recourse shall be had for the payment of the principal of or interest or premium, if any, on this Note or for any claim based hereon or for any claim based on the Indenture, against (i) any incorporator or any past, present or future subscriber to the capital stock, stockholder, officer or director of the Company (together with those of any predecessor or successor corporation); (ii) any corporation, partnership (or any partner thereof) or individual to which the property or any part thereof granted by the Indenture shall have been transferred, or (iii) any person other than the Company on the ground that in entering into the transactions evidenced hereby and by the Indenture, the Company was acting as an agent for the account and benefit of such person and that such person was the principal of the Company, in any such case, under any rule of law, statute or constitution, or by the enforcement of any assessments or penalty, or otherwise, it being expressly understood that this Note and all obligations of the Company under the Indenture are solely corporate obligations of the Company. Nothing contained herein or in the Indenture shall be taken to prevent recourse to and the enforcement (i) against the Company and the Trust Estate of all liabilities, obligations and undertakings therein contained; (ii) of any liability, obligation or

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...of the ... and ... for ... of other ...  
... should any ... be collected at law ...  
... or in equity, or in ... of this Note be placed ...  
... in the hands of ... the Company agrees to ...  
... in addition to the principal, interest, and ...  
... all sums of ... or ... to collect the Note, ...  
... including reasonable attorneys' fees and ... incurred in ...  
... connection with any appeal.

No recourse shall be ... for the payment of the principal of or ...  
interest or premium, if any, on this Note or for any claim based thereon or for ...  
any claim based on the Indenture, against the Indentor or any guarantor, officer or ...  
director of the Company (together with those of any predecessor or successor ...  
individual to which the property or any part thereof granted by the Indenture ...  
shall have been transferred, or (iii) any person other than the Company or the ...  
ground that in entering into the transactions evidenced hereby and by the ...  
Indenture, the Company was acting as an agent for the account and benefit of ...  
such person and that such person was the principal of the Company, in any such ...  
case, under any rule of law, statute or contract, or by the enforcement of ...  
any measure or remedy, or otherwise, it being expressly understood that ...  
this Note and all obligations of the Company under the Indenture are solely ...  
corporate obligations of the Company. Nothing contained herein or in the ...  
Indenture shall be taken to prevent recourse to and the enforcement of ...  
against the Company and the joint and several obligations and ...  
undertaking thereon contained in (i) of any liability, obligation or ...

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undertaking of any stockholder or subscriber to capital stock upon or in respect of shares of capital not fully paid upon; or (iii) against any corporation, partnership (or any general partner thereof) or individual to which said property or any part thereof shall have been transferred, of the obligations, if any, expressly undertaken or assumed by such corporation, partnership (or any general partner thereof) or individual.

No remedy conferred upon or reserved to the registered owner hereof under this Note or the Indenture is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Indenture or now or hereafter existing at law or in equity or by statute. No delay or omission of the registered owner hereof or of the Trustee to exercise any right or power accruing upon any default hereunder or under the Indenture shall impair any such right or power, or shall be construed to be a waiver of any such default or any acquiescence therein; and every power and remedy given hereunder or under the Indenture to the registered owner hereof or the Trustee may be exercised from time to time and as often as may be deemed expedient.

This Note may not be modified or discharged except by an instrument in writing executed by the Company and the registered owner hereof. Except as expressly provided in the Indenture, no requirement of this Note may be waived at any time. The Company waives presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note.

If any one or more of the provisions herein contained shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof,

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...of any association or corporation to capital stock owned or in  
...of shares of capital stock (including any) against any  
...individual, partnership (or any general partner thereof) or individual to  
...when such property or any part thereof shall have been transferred, of the  
...obligation, if any, expressly undertaken or assumed by such corporation,  
...partnership for any general partner thereof) or individual.

No remedy provided upon or reserved to the registered owner hereof  
under this note or the instrument to be recorded to be enforceable by any other  
party, and such remedy shall be cumulative and shall be in addition to  
every other remedy given hereunder or under the instrument or now or hereafter  
existing or law or in equity or by statute, to the extent of violation of the  
registered owner hereof or of the instrument to exercise any right or power  
accorded upon any default hereunder or under the instrument shall in any way  
affect right of power, or shall be deemed to be a waiver of any such default  
or any nonperformance hereof and every power and remedy given hereunder or  
under the instrument or the instrument shall remain in full force and effect  
excepted from time to time and in full as may be deemed expedient.

This note may not be modified or discharged except by an instrument  
in writing executed by the company and the registered owner hereof. Except as  
expressly provided in the instrument, no assignment of this note may be waived  
at any time. The company, without protest, demand, notice, protest and all  
other demands and notices in connection with the delivery, acceptance,

performance, default or enforcement of this note.  
If any one or more of the provisions herein contained shall be held  
to be invalid, illegal or unenforceable in any respect, such invalidity,  
illegality or unenforceability shall not affect any other provision hereof.

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# UNOFFICIAL COPY

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and this Note shall be construed as if such invalid provision had never been contained herein.

This Note shall not be valid until the certificate of authentication hereon shall have been signed by the Trustee and shall be governed by and construed and enforced in accordance with the law of the State of Georgia.

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85 297 710

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and this Note shall be construed as if it were limited provision had never been

contained therein.

This Note shall not be valid until the certificate of authentication

thereon shall have been signed by the Treasurer and shall be governed by and

enforced and entered in accordance with the law of the State of Georgia.

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IN WITNESS WHEREOF, ZAYRE THIRD REALTY CORP. has caused this 11.50% Improvement Note, Series C, due January 1, 2001 to be duly executed and its corporate seal to be affixed hereto.

Dated: ZAYRE THIRD REALTY CORP.

By: \_\_\_\_\_  
Vice President

[Seal] By: \_\_\_\_\_  
Treasurer

Attest:

\_\_\_\_\_

## (FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This Note is one of the 11.50% Improvement Notes, Series C, due January 1, 2001 described in the within-mentioned Indenture.

SHAWMUT BANK OF BOSTON, N.A.,  
as Trustee

By: \_\_\_\_\_  
Authorized Officer

85 297 700

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IN WITNESS WHEREOF, SAYRE THIRD REALTY CORP. has caused this instrument to be signed and sealed to be attested hereto.

Witness my hand and the seal of said corporation this 1st day of January, 2001.

SAYRE THIRD REALTY CORP.

By: \_\_\_\_\_

Vice President

Treasurer

By: \_\_\_\_\_

By: \_\_\_\_\_

(FORM OF TREASURER'S CERTIFICATE OF AUTHENTICATION)

This instrument is one of the \$1,000,000 Investment Notes, Series C, due

January 1, 2001 described in the attached instrument.

SHAWMUT BANK OF BOSTON, N.A.  
as Trustee

By: \_\_\_\_\_  
Authorized Officer

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IN WITNESS WHEREOF, ZAYRE THIRD REALTY CORP. has caused this Supplement to be signed in its corporate name and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized and SHAWMUT BANK OF BOSTON, N.A., in token of its acceptance of the trusts created hereunder, has caused this Supplement to be signed in its corporate name and its corporate seal to be hereunto duly authorized, and MAX GOLDSMITH, in token of his acceptance of the trusts created hereunder, has hereunto set his hand and seal, all as of the day and year first above written.

Attest:

[Signature]  
Secretary

ZAYRE THIRD REALTY CORP.

By: [Signature]  
Vice President

By: [Signature]  
Treasurer

Witnesses as to the above

[Signature]  
[Signature]

Attest:

Trust Officer

SHAWMUT BANK OF BOSTON, N.A.,  
as Trustee

By: \_\_\_\_\_  
Trust Officer

MAX GOLDSMITH,  
Individual Trustee

85 297 700

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IN WITNESS WHEREOF, I have hereunto set my hand and the corporate seal to be  
 attached to the original and a true copy of the same, this 1st day of  
 January, 1900, at the City of Boston, State of Massachusetts.

Witness my hand and the corporate seal to be attached to the original and a true  
 copy of the same, this 1st day of January, 1900, at the City of Boston, State of  
 Massachusetts.

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*[Handwritten Signature]*  
 \_\_\_\_\_  
 Trust Officer

SHAWMUT BANK OF BOSTON, MASS.  
 by Trustee

MAX GOLDSMITH,  
 Individual Trustee

82-581-890

# UNOFFICIAL COPY

85 297 700

IN WITNESS WHEREOF, ZAYRE THIRD REALTY CORP. has caused this Supplement to be signed in its corporate name and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized and SHAWMUT BANK OF BOSTON, N.A., in token of its acceptance of the trusts created hereunder, has caused this Supplement to be signed in its corporate name and its corporate seal to be hereunto duly authorized, and MAX GOLDSMITH, in token of his acceptance of the trusts created hereunder, has hereunto set his hand and seal, all as of the day and year first above written.

Attest:

ZAYRE THIRD REALTY CORP.

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Vice President

By: \_\_\_\_\_  
Treasurer

[Seal]

Attest:

SHAWMUT BANK OF BOSTON, N.A.,  
as Trustee

By: Kenneth Corbettino  
Trust Officer  
AUTHORIZED OFFICER

By: [Signature]  
Trust Officer - CORPORATE TRUST OFFICER

MAX GOLDSMITH,  
Individual Trustee

[Signature]

85 297 700

# UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the corporate seal to be  
 hereunto affixed and attested by the officers mentioned duly authorized and  
 the name of the corporation to be signed in its corporate name and  
 its corporate seal to be hereunto duly authorized, and MAX GOLDMITH, in token  
 of his acceptance of the trusts created hereunder, has hereunto set his hand  
 and seal, all as of the day and year first above written.

DAVID TRUMP REALTY CORP.

Attest:

By: \_\_\_\_\_  
 Vice President

By: \_\_\_\_\_  
 Secretary

By: \_\_\_\_\_  
 Treasurer

Attest:

FRANKLIN BANK OF BOSTON, N.A.  
 as Trustee

Attest:

By: \_\_\_\_\_  
 President

By: \_\_\_\_\_  
 Trust Officer

MAX GOLDMITH  
 Individual Trustee

By: \_\_\_\_\_

008 785-28

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[Illinois]

Commonwealth of Massachusetts )  
County of Middlesex ) ss.:

On this the 26<sup>th</sup> day of November, 1985, before me, M. ELIZABETH REED, the undersigned officer, personally appeared Arthur F. Loewy and George Freeman who acknowledged themselves to be a Treasurer and Vice President of Zayre Third Realty Corp., a Delaware corporation, and that they, as such Treasurer and Vice President, being authorized so to do, executed the foregoing instrument on behalf of said Delaware corporation for the purpose therein contained, by signing the name of the Delaware corporation by themselves as a Treasurer and Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

M. Elizabeth Reed  
Notary Public

[Seal]

My Commission Expires:

NOVEMBER 21, 1991  
21. General Statutes, Chapter 21, 1931

85 297 700

# UNOFFICIAL COPY

(Illinois)

Commonwealth of Massachusetts

1985

County of Middlesex

On this the \_\_\_\_\_ day of November, 1985, before

me, \_\_\_\_\_, the undersigned officer, personally

appeared Arthur E. [Name] and George [Name] who acknowledged

themselves to be a Treasurer and Vice President of [Name] Third

Trust Corp., a Delaware corporation, and that they as such

Treasurer and Vice President being authorized to do

execute the foregoing instrument on behalf of said Delaware

corporation for the purpose therein contained, by signing the

same of the Delaware corporation as Treasurers

and Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and

official seal.

Notary Public

My Commission Expires:



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UNOFFICIAL COPY

85 297 700

[Illinois]

COMMONWEALTH OF MASSACHUSETTS )  
 ) SS.:  
COUNTY OF SUFFOLK )

On this the <sup>25<sup>th</sup></sup> day of November, 1985, before me, Paul Masuret, the undersigned officer, personally appeared Kevin Constantino and Kathleen M. Sederquist, who acknowledged themselves to be Authorized Officer and Corporate Trust Officer of Shawmut Bank of Boston, N.A., a Massachusetts corporation, and that they, as such Authorized Officer and Corporate Trust Officer, being authorized so to do, executed the foregoing instrument on behalf of said Massachusetts corporation for the purpose therein contained, by signing the name of the Massachusetts corporation by themselves as a Authorized Officer and Corporate Trust Officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*Paul Masuret*

Notary Public

[Seal]

My Commission Expires:

PAUL MASURET  
Notary Public  
My Commission Expires February 6, 1992

85 297 700

Cook County Clerk's Office

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[Illegible]

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

On this [illegible] day of [illegible], 1985, before me, [illegible] Notary Public, appeared [illegible] who acknowledged to me that they, as such, a Massachusetts corporation, and that they, being authorized as to do, executed the foregoing instrument on behalf of said Massachusetts corporation for the purpose therein contained, by signing the same of the Massachusetts corporation by themselves as a [illegible] and [illegible].

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Illegible Signature]

[Seal]

My Commission Expires: [illegible]

PAUL MASURSET  
Notary Public  
My Commission Expires February 6, 1988

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COMMONWEALTH OF MASSACHUSETTS )  
 ) SS.:  
COUNTY OF SUFFOLK )

I, Paul Masuret, a notary public residing in the county and state aforesaid, do certify that Max Goldsmith, who is personally to me known, this day appeared before me personally and did acknowledge that he did sign, seal and deliver the foregoing instrument of his own free will and accord for the purposes therein named and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 25th day of November, 1985.

Paul Masuret 11/25/85  
Notary Public

My commission expires:

PAUL MASURET  
Notary Public

[Seal]

My Commission Expires February 6, 1992

85 297 700

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# UNOFFICIAL COPY

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COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

I, Paul Washnet, a Notary Public residing in the County and State aforesaid, do hereby certify that Max Goldstein, who is personally to me known, this day appeared before me personally and did acknowledge that he did sign, seal and deliver the foregoing instrument of his own free will and accord for the purposes therein named and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 27th day of November, 1995.

Notary Public

My Commission Expires:

PAUL WASHNET

Notary Public

My Commission Expires February 6, 1997

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