

SECOND AMENDMENT OF WOLCOTT LEASEHOLD MORTGAGE,
ASSIGNMENT OF LEASES AND RENTS
AND SECURITY AGREEMENT

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This SECOND AMENDMENT OF WOLCOTT LEASEHOLD MORTGAGE,
ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT
(herein referred to as "this Amendment") is entered into as
of December 19, 1985 by and between TEMPEL STEEL COMPANY, an
Illinois corporation having its chief executive office at
5990 West Touhy Avenue, Niles, Illinois 60648 (herein,
together with its successors and assigns, referred to as the
"Mortgagor") and CONTINENTAL ILLINOIS NATIONAL BANK AND
TRUST COMPANY OF CHICAGO, a national banking association
having its principal place of business at 231 South LaSalle
Street, Chicago, Illinois 60697 (herein, together with its
successors and assigns, referred to as the "Mortgagee").

R E C I T A L S:

A. Restated Loan Agreement and Restated Revolving
Note. The Mortgagor and Mortgagee have heretofore entered
into a Credit Agreement dated as of July 7, 1981 pursuant to
which the Mortgagee was to make and has made loans to the
Mortgagor on a revolving basis in amounts not to exceed
\$60,000,000. Said loans were evidenced by a revolving
promissory note (herein referred to as the "Initial Note")
made by the Mortgagor payable to the order of the Mortgagee
in the principal amount of \$60,000,000.

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SECOND ASSIGNMENT OF MORTGAGE TO MORTGAGEE COMPANY
BY THE MORTGAGEE COMPANY TO THE MORTGAGEE COMPANY
AND THE MORTGAGEE COMPANY TO THE MORTGAGEE COMPANY

THIS SECOND ASSIGNMENT OF MORTGAGE TO MORTGAGEE COMPANY

ASSIGNMENT OF MORTGAGE TO MORTGAGEE COMPANY TO MORTGAGEE COMPANY

(hereinafter referred to as the "Mortgagee") is assigned to the Mortgagee Company

the following interest in the above described property:

to wit: the above described property, together with

all other interests in the above described property which the Mortgagee Company

may hereafter acquire by purchase, judgment, or otherwise.

The Mortgagee Company hereby assigns to the Mortgagee Company

all its rights, title, and interest in the above described property, together with

all other interests in the above described property which the Mortgagee Company

may hereafter acquire by purchase, judgment, or otherwise, together with

all other interests in the above described property which the Mortgagee Company

may hereafter acquire by purchase, judgment, or otherwise, together with

all other interests in the above described property which the Mortgagee Company

may hereafter acquire by purchase, judgment, or otherwise, together with

all other interests in the above described property which the Mortgagee Company

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The Mortgagor and Mortgagee have heretofore entered into a certain Amendment and Restatement of Credit Agreement dated as of May 4, 1984, amending and restating the Credit Agreement (the Credit Agreement as so amended and restated is referred to herein as the "Restated Loan Agreement"), pursuant to which the Mortgagee was to make and has made loans to the Mortgagor on a revolving basis in amounts not to exceed \$55,000,000 and on a term basis in the amount of \$10,000,000. Said loans were evidenced by a promissory note made by the Mortgagor payable to the order of the Mortgagee in the principal amount of \$10,000,000 (herein referred to as the "Term Note") and by a promissory note replacing the Initial Note in a principal amount not to exceed \$55,000,000 (hereinafter referred to as the "Restated Revolving Note").

B. Amended Mortgage. Pursuant to the Credit Agreement, the Mortgagor executed and delivered to the Mortgagee a certain Wolcott Leasehold Mortgage, Assignment of Leases and Rents and Security Agreement dated as of July 7, 1981 encumbering the leasehold estates described therein and recorded on August 13, 1981 in the Recorder's Office of Cook County, Illinois as Document No. 25968424.

Pursuant to the Restated Loan Agreement, the Mortgagor executed and delivered to the Mortgagee a certain First Amendment of Wolcott Leasehold Mortgage, Assignment of Leases and Rents and Security Agreement dated as of May 4,

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The Mortgagee and the Mortgagor have heretofore executed
certain documents in connection with the loan of money
to the Mortgagor and in which the Mortgagee is named as
lender and the Mortgagor as borrower. The documents
include a promissory note for the sum of \$25,000.00
dated on May 1, 1981, and a deed of trust and mortgage
dated on May 1, 1981, both of which are recorded in
the public records of Cook County, Illinois, in
Book 150, Page 123 and Book 150, Page 124, respectively.
The Mortgagee has advanced to the Mortgagor the sum of
\$25,000.00 pursuant to the terms of the promissory note
and the deed of trust and mortgage. The Mortgagee
has retained title to the property described in the
deed of trust and mortgage as security for the
payment of the promissory note. The Mortgagee has
not received any payments from the Mortgagor
pursuant to the terms of the promissory note.
The Mortgagee has advised the Mortgagor that the
debt of \$25,000.00 is now due and payable to the
Mortgagee. The Mortgagee has advised the Mortgagor
that the Mortgagor is in default of the promissory
note and the deed of trust and mortgage. The
Mortgagee has advised the Mortgagor that the
Mortgagee has the right to foreclose on the
property described in the deed of trust and mortgage
in the event the Mortgagor does not pay the
debt of \$25,000.00 to the Mortgagee within a
certain period of time.

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1984, amending the Wolcott Leasehold Mortgage, Assignment of Leases and Rents and Security Agreement (the Wolcott Leasehold Mortgage, Assignment of Leases and Rents and Security Agreement as so amended is referred to herein as the "Amended Mortgage") and recorded on May 11, 1984 in the Recorder's Office of Cook County, Illinois as Document No. 27081826.

C. Amendments. The Mortgagor and Mortgagee have entered into a certain First Amendment to Amendment and Restatement of Credit Agreement dated as of even date herewith amending the Restated Loan Agreement (the Restated Loan Agreement as so amended and as it may hereafter be from time to time amended, supplemented or modified is referred to herein as the "Loan Agreement"). Said First Amendment to Amendment and Restatement of Credit Agreement provides, inter alia, for the Mortgagor to execute a promissory note in substitution for, but not in payment of the Restated Revolving Note, which note will evidence the same indebtedness evidenced by the Restated Revolving Note as well as \$5,000,000 of additional indebtedness of the Mortgagor to the Mortgagee.

D. This Amendment. In order that the Amended Mortgage will continue to secure the indebtedness evidenced by (i) the Restated Revolving Note, which indebtedness will be henceforth evidenced by a promissory note replacing the

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1991, Amendment to the Original Mortgage, Assignment of

Lease and Rent and Security Agreement, the Mortgage

Leasehold Mortgage, Assignment of Lease and Rent and

Security Agreement, as well as the related documents as herein set

forth (the "Amended Mortgage") and recorded on May 21, 1991 in the

Recorder's Office of Cook County, Illinois as Document No.

17081818.

3. Enclosed herewith are the Amended Mortgage, the

Assignment of Lease and Rent and Security Agreement

of Great Apartment dated as set forth herein with amendments

to the Original Lease Agreement, the Assignment of Lease and

Security Agreement and the related documents as set forth

herein, together with a copy of the Amended Mortgage as

set forth herein, for your information and reference.

Very truly yours,

For the Mortgagee:

[Signature]

Revolution (a) which shall be subject to the same

indebtedness evidenced by the Original Revolving Note as

well as \$2,000,000 of additional indebtedness of the

Mortgagee to the Mortgagor.

IT IS AGREED that the Amended Mortgage

will continue to be the indebtedness evidenced by (i)

the Original Revolving Note, which shall be subject to the

indebtedness evidenced by a promissory note signed by the

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Restated Revolving Note and (ii) the Term Note (herein and in the Amended Mortgage as amended hereby), the Mortgagor and Mortgagee have agreed to enter into this Amendment (the Amended Mortgage as amended by this Amendment and as it may hereafter be from time to time amended, supplemented or modified, is herein referred to as the "Mortgage").

NOW, THEREFORE, for and in consideration of Mortgagee's execution and delivery of the First Amendment to Amendment and Restatement of Credit Agreement, any loan, advance or other financial accommodation made by the Mortgagee to or for the benefit of the Mortgagor and the agreements contained herein and in the Loan Agreement, and for other good and valuable consideration, the parties hereto agree as follows:

1. Recital A of the Amended Mortgage is hereby amended to read as follows:

"A. Loan Agreement and Amount and Mortgage. The Mortgagor is the owner of the leasehold interest in the real estate which is described in the Mortgage (as hereinafter defined), of rents and leases deriving therefrom and of other property now or hereafter acquired and used or useful in connection therewith. Mortgagor and Mortgagee entered into a Credit Agreement dated as of July 7, 1981 providing for the Mortgagor's performance of certain covenants, satisfaction of certain conditions and making of certain

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Respected Members of the Board of Directors, I have the honor to acknowledge the receipt of your letter of the 10th inst. in relation to the proposed amendments to the Charter of the City of Chicago, and in reply to inform you that the same have been referred to the Board of Directors for their consideration and action.

The Board of Directors has the honor to advise you that the same have been referred to the Board of Directors for their consideration and action. The Board of Directors has the honor to advise you that the same have been referred to the Board of Directors for their consideration and action.

The Board of Directors has the honor to advise you that the same have been referred to the Board of Directors for their consideration and action. The Board of Directors has the honor to advise you that the same have been referred to the Board of Directors for their consideration and action.

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representations and warranties and for loans and advances to be made from time to time by the Mortgagee to the Mortgagor on a revolving basis pursuant to the terms and conditions set out therein, in amounts not to exceed in the aggregate at any one time outstanding sixty million and no/100 dollars. The Mortgagor and Mortgagee entered into an Amendment and Restatement of Credit Agreement dated as of May 8, 1984 (herein referred to as the "Amendment and Restatement"; the Credit Agreement as amended and restated by the Amendment and Restatement is herein referred to as the "Restated Loan Agreement") providing, inter alia, for (i) loans to be made from time to time by the Mortgagee to the Mortgagor on a revolving basis (herein referred to as the "Revolving Loans") in amounts not to exceed in the aggregate at any one time outstanding fifty-five million and no/100 dollars for all such Revolving Loans and for the aggregate amount outstanding of reimbursement under any letters of credit (herein referred to as "Letters of Credit") that may be issued by the Mortgagee for the account of the Mortgagor, and (ii) a term loan (herein referred to as the "Term Loan") in the principal amount of ten million and no/100 dollars. The Restated Loan Agreement provides that the sum of (a) the outstanding principal amount of the Term Loan, plus (b) the aggregate principal amount of all Revolving Loans which the Mortgagee is committed to have

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outstanding under the Restated Loan Agreement, plus (c) the aggregate outstanding amount of all Letters of Credit, shall not at any one time exceed sixty-five million and no/100 dollars. The Mortgagor and Mortgagee have entered into a First Amendment to Amendment and Restatement of Credit Agreement (herein referred to as the "First Amendment"; the Restated Loan Agreement as amended by the First Amendment, and as it may hereafter be from time to time amended, supplemented or modified, is herein referred to as the "Loan Agreement") dated as of even date herewith providing for Revolving Loans in amounts not to exceed in the aggregate at any one time outstanding SIXTY MILLION AND NO/100 DOLLARS (\$60,000,000.00) for all such Revolving Loans. The Loan Agreement provides that the sum of (a) the outstanding principal amount of the Term Loan plus (b) the aggregate principal amount of all Revolving Loans which the Mortgagee is committed to have outstanding under the Loan Agreement, plus (c) the aggregate outstanding amount of all Letters of Credit, shall not at any one time exceed SEVENTY MILLION AND NO/100 DOLLARS (\$70,000,000.00) (herein referred to as the "Loan Amount"). The Loan Amount includes, and, except for an additional \$5,000,000, is not in addition to, amounts advanced pursuant to the Restated Loan Agreement. Pursuant to the terms of the Loan Agreement, the Mortgagor has executed and delivered to Mortgagee a certain Wolcott

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outstanding under the terms of the Agreement, plus (b) the
 address of the lender of the loan referred to in Article 11 of the
 not at any time during the term of the Agreement and not to
 dollars. The words "and its successors" shall mean and include
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 Assignments their Assignments and Assignments of their Assignments. The
 Restated Loan Agreement shall mean the Restated Loan Agreement
 and as it may be amended or modified from time to time and shall
 supplemented or modified in favor of the lender as the "loan"
 ("Agreement") shall mean the Restated Loan Agreement and any
 Restated Loan Agreement and any amendments or modifications to the Agreement as
 any one time during the term of the Agreement. The term "DOLLARS"
 (\$1,000,000.00) shall mean one million dollars. The term "loan"
 Agreement provided that the term "loan" shall mean the outstanding
 principal amount of the loan at the time of the agreement
 principal amount of the loan at the time of the agreement
 in connection with the Restated Loan Agreement.
 plus (b) the aggregate amount of all loans of all lenders of
 Credit and not to exceed the aggregate amount of \$1,000,000.00 and
 (d) the DOLLARS (\$1,000,000.00) shall mean one million dollars or as the
 "loan" shall mean the Restated Loan Agreement and any amendments or
 an additional \$1,000,000.00 shall mean one million dollars, amounts
 advanced pursuant to the Restated Loan Agreement. Payment
 to the terms of the Restated Loan Agreement and the Mortgage
 executed and delivered to Mortgagee a certain Mortgage

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Leasehold Mortgage, Assignment of Leases and Rents and Security Agreement dated as of July 7, 1981 encumbering the leasehold estate described therein and recorded on August 13, 1981 in the Recorder's Office of Cook County, Illinois as Document 25968424 (herein referred to as the "Initial Mortgage"), a certain First Amendment of Wolcott Leasehold Mortgage, Assignment of Leases and Rents and Security Agreement dated as of May 4, 1984 there recorded on May 11, 1984 as Document 27081826 (herein referred to as the "First Amendment to Mortgage"), and a certain Second Amendment of Mortgage, Assignment of Leases and Rents and Security Agreement dated as of December 19, 1985 (herein referred to as the "Second Amendment to Mortgage"; the Initial Mortgage as amended by the First Amendment to Mortgage and the Second Amendment to Mortgage, and as it may hereafter be from time to time amended, supplemented or modified, is herein referred to as the "Mortgage"). Any references to the term "Mortgage, Assignment of Leases and Rents and Security Agreement" in any documents evidencing or securing the indebtedness in the Loan Agreement shall be deemed references to the Mortgage."

2. Recital B of the Amended Mortgage is amended hereby to read as follows:

"B. Note, Principal and Interest. Pursuant to the Credit Agreement, the Mortgagor has executed and delivered

to Mortgagee a revolving promissory note dated of even date with the Credit Agreement, payable to the order of the Mortgagee at its principal place of business on or before the Termination Date (as that term is defined in the Credit Agreement) in the maximum principal amount of \$60,000,000.00 (herein, such revolving promissory note shall be called the "Initial Note"). Pursuant to the Restated Loan Agreement, the Mortgagor has executed and delivered to the Mortgagee the following: (i) a revolving promissory note dated as of July 7, 1981, payable to the order of the Mortgagee on or before June 30, 1989 in the maximum principal amount of \$55,000,000.00 amending and restating the Initial Note in its entirety (herein, such note shall be called the "Restated Revolving Note"), and (ii) a term note dated the date of the Term Loan (defined as in the Loan Agreement), payable to the order of the Mortgagee in the principal amount of \$10,000,000.00, the final installment of which is due and payable on June 30, 1989 (herein such note, together with any and all amendments or supplements thereto, extensions thereof and notes which may be taken in whole or partial renewal, substitution or extension thereof or which may evidence any of the indebtedness evidenced by said note shall be called the "Term Note"; the Restated Revolving Note and the Term Note are sometimes herein referred to in the collective singular as the "Restated Note"). The Term Note

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to Mortgagee a revolving promissory note dated at even date
with the Credit Agreement, and in the order of the
Mortgagee as its principal financial business on or before
the termination date for the term as defined in the Credit
Agreement; in the amount of principal amount of \$50,000,000.00
(hereinafter referred to as the "Term Note" or "Note") and
"Initial Note" (as defined in the Credit Agreement);
the Mortgagee has agreed to advance to the Borrower
the following: (a) a revolving promissory note dated as of
July 3, 1981, payable to the order of the Mortgagee on or
before June 30, 1983 in the principal amount of
\$25,000,000.00 and (b) the Initial Note in
its entirety; hereinafter referred to as the "Term Note" and
"Revolving Note" (collectively referred to as the "Term Note" and
"Revolving Note" and together as the "Term Note").
The Term Note and the Revolving Note are to be
payable to the order of the Mortgagee in the principal
amount of \$10,000,000.00 and interest thereon of which is
due and payable on June 30, 1983, herein as the "Term Note"
with principal and interest to be paid in arrears,
including the term of the Term Note and the Revolving Note in whole or
partial payment, a portion of the principal amount of which
may evidence any of the indebtedness advanced by said note
shall be called in "Term Note" and "Revolving Note"
and the Term Note or "Revolving Note" shall be referred to as the
collective singular as the "Term Note". The Term Note

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and the Restated Revolving Note each bear interest as provided in the Restated Loan Agreement.

Pursuant to the Loan Agreement, the Mortgagor has executed and delivered to the Mortgagee a further restated revolving promissory note dated of even date hereof, payable to the order of the Mortgagee on or before June 30, 1989 in the maximum principal amount of \$60,000,000.00, such revolving promissory note in substitution for, but not in payment of the Restated Revolving Note (herein, such note, together with any and all amendments or supplements thereto, extensions thereof and notes which may be taken in whole or partial renewal, substitution or extension thereof or which may evidence any of the indebtedness evidenced by said note, shall be called the "Revolving Note"). The Revolving Note evidences new indebtedness of the Mortgagor to the extent of \$5,000,000 and to the extent of \$55,000,000 evidences indebtedness previously evidenced by the Restated Revolving Note (the Revolving Note and the Term Note are herein referred to in the collective singular as the "Note").

3. The first paragraph of Recital E of the Amended Mortgage is hereby amended to read as follows:

"E. The Liabilities. Mortgagor has agreed to make the Mortgage to the Mortgagee, for the purpose of securing the following (herein sometimes collectively called the "Liabilities"): (i) the payment of the principal of and

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and the Restricted Revolving Line shall bear interest as provided in the Restricted Line Agreement.

Payment to the lender of the Mortgage has expired and delivered to the lender a further receipt revolving promissory note dated March 20, 1989 in the order of the \$2,000,000.00, each, and the maximum principal amount of \$2,000,000.00, each revolving promissory note in accordance with the terms of the payment of the Restricted Revolving Line shall be together with any other amounts due thereon in whole or in part, and shall be a lien in whole or in part on the property described in the Restricted Revolving Line may enforce any of the terms of the Restricted Revolving Line shall be added to the Restricted Revolving Line evidence now held by the lender to the extent of \$2,000,000.00 and to the extent of \$2,000,000.00 evidence independent of the Restricted Revolving Line (the "Revolving Line") and the "Revolving Line" referred to in the Restricted Revolving Line "Revolving Line".

The first payment of interest of the Restricted Revolving Line is hereby assigned to the lender.

"The lender has agreed to make the Mortgage to the lender for the purpose of securing the following (partial) assignment of the Restricted Revolving Line":

"Assignment": The payment of the principal of and

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interest on the Note; (ii) the performance of the covenants, obligations and agreements (and the truth of all representations and warranties) of the Mortgagor pursuant to the Loan Agreement, the Note, the Mortgage and the other Security Agreements; (iii) repayment of any advances or expenses of Mortgagee to protect the Collateral (hereinafter defined), performance of any obligation of Mortgagor hereunder or collection of any amount owing to Mortgagee which is secured hereby; (iv) all amounts payable by the Mortgagor to the Mortgagee with respect to the Letters of Credit; and (v) the prompt payment or performance of any and all other liabilities, obligations and indebtedness, howsoever created, arising or evidenced, direct or indirect, absolute or contingent, now or hereafter existing or due or to become due, of the Mortgagor to the Mortgagee pursuant to or in connection with the Loan Agreement (provided, however, that the maximum amount included within the Liabilities on account of principal advances made by the Mortgagee to or for the account of the Mortgagor shall not exceed twice the Loan Amount, plus the total of all advances made by the Mortgagee to protect the Collateral and the security interest and lien created hereby, plus interest on all of

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the foregoing, and plus all costs of enforcement and collection of this Mortgage and the other Liabilities)."

4. The Mortgagor confirms for the benefit of the Mortgagee that the Amended Mortgage, as amended hereby, secures the payment of principal of and interest on the Note and all of the other Liabilities (all as defined in the Mortgage) and that future advances shall have the same priority as if advanced at the date of this Amendment and in furtherance thereof, does hereby CONFIRM, MORTGAGE, GRANT, CONVEY, TRANSFER and ASSIGN unto Mortgagee, its successors and assigns, and does hereby grant to Mortgagee, its successors and assigns, forever a continuing security interest in and to, all of the Collateral.

5. Except as herein amended and supplemented, the Amended Mortgage is reaffirmed and shall remain in full force and effect.

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the foregoing and that the said...
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WITNESS the hands and seal of the Mortgagor and the Mortgagee, at Chicago, Illinois on the day first above written.

[SEAL]

Attest:

TEMPEL STEEL COMPANY

A. J. Williams
Secretary

By: *Tempel Smith, Jr.*
Name: Tempel Smith, Jr.
Title: President

[SEAL]

Attest:

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

Douglas M. Payne
Banking Officer

By: *Douglas M. Payne*
Name: Douglas M. Payne
Title: V.P.

This instrument was prepared by and upon recordation should be returned to:

Rochelle B. Price
Mayer, Brown & Platt
231 South LaSalle Street
Chicago, Illinois 60604

BOX 333 - HV

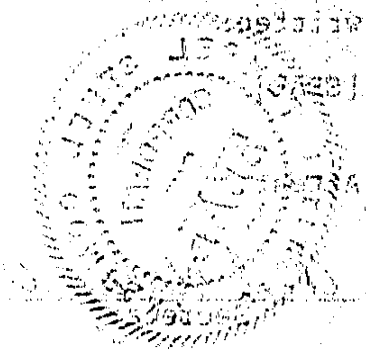
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WITNESS the hands and seals of the Notary and the

Notary at Chicago, Illinois on the day first above

WITNESS MY HAND AND SEAL



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STATE OF ILLINOIS
COUNTY OF COOK

This instrument was presented to me by and upon recitation
should be returned to:

Rochelle D. Price
Mayer, Brown & Place
231 South LaSalle Street
Chicago, Illinois 60604

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STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____ and _____ personally known to me to be the _____ and _____ of Continental Illinois National Bank and Trust Company of Chicago and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of JANUARY 1986. AM

[Signature]
Notary Public

My Commission Expires:
My Commission Expires April 19, 1988

PROPERTY OF COOK COUNTY Clerk's Office

CLERK OF COURT
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STATE OF ILLINOIS

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STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, Karla J. Carey, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Tempel Smith, Jr., personally known to me to be the President of TEMPEL STEEL COMPANY, an Illinois corporation, and Anne T. Mulligan, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation [as Trustee as aforesaid], as their free and voluntary act, and as the free and voluntary act and deed of said corporations' President, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of December, 1985.

Karla J. Carey
Notary Public

My Commission Expires:

4-19-88

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STATE OF ILLINOIS
COUNTY OF COOK

Know all men by these presents, that _____, of the County of Cook, State of Illinois, do hereby certify that _____, of the County of Cook, State of Illinois, is the _____ of _____, a corporation organized under the laws of the State of Illinois, and that the _____ of _____, as shown on the _____ of the State of Illinois, is _____.

The _____ of _____, as shown on the _____ of the State of Illinois, is _____, and that the _____ of _____, as shown on the _____ of the State of Illinois, is _____.

WITNESSED my hand and the seal of said County on this _____ day of _____, 19____.

NOTARY PUBLIC

My Commission Expires _____

4-10-98

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