

PARTIAL RELEASE
SUPPLEMENTAL MORTGAGE AND DEED OF TRUST

SUPPLEMENTAL MORTGAGE AND DEED OF TRUST, dated as of August 1, 1984 from Brixham Corporation (the "Company") an Indiana corporation, having its principal office and place of business at 7930 Clayton Road, St. Louis, Missouri to FIDELITY UNION BANK (formerly known as Fidelity Union Trust Company), (the "Corporate Trustee") a New Jersey corporation, having its principal office and place of business at 765 Broad Street, Newark, New Jersey and L. Patterson (the "Individual Trustee") having been appointed as successor of Shirley M. Reed, who succeeded S.A. Clark as such Individual Trustee, having her office at 765 Broad Street, Newark, New Jersey, (collectively the "Trustees").

WHEREAS, the Company has heretofore executed and delivered to the Trustees a First Mortgage and Deed of Trust (the "Original Mortgage"), dated as of April 1, 1969, to secure, as provided therein the Company's 7-1/4% 20-year First Mortgage Notes, Series C, due 1989, in an aggregate principal amount not exceeding \$1,248,284.43 (the "Notes", such term to include the Notes issued originally or in exchange or replacement thereof and any renewal or extension of such Notes), and to secure the payment of all other indebtedness which the Original Mortgage by its terms secures and the performance of and compliance with all of the terms thereof;

WHEREAS, the Original Mortgage created a lien on 10 separate service station premises described in Schedule A attached thereto (the "Properties"), and on all of the Company's right, title and interest as lessor in and to the lease covering the Properties (the "Lease"), dated as of April 1, 1969 between the Company and Clark Oil & Refining Corporation (the "Lessee"), a Wisconsin Corporation of St. Louis, Missouri; and

WHEREAS, the Company now desires to obtain the release of the service station premises, listed in Schedule A to the Original Mortgage and particularly described in Schedule A attached hereto (the "Released

1/8/84 Decision on appeal property on 1079% and other

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Property), from the lien of the Original Mortgage, and to substitute for the Released Property the service station premises described in the Supplement to Schedule A attached hereto (the "Substituted Property) and to subject the Substituted Property to the lien of the Original Mortgage in accordance with the terms thereof, to the same extent and with the same force and effect as though such Substituted Property, in lieu of the Released Property, had been one of the Properties originally described in Schedule A and subject to the lien of the Original Mortgage;

NOW THIS SUPPLEMENTAL MORTGAGE AND DEED OF TRUST WITNESSETH, That the Trustees, in pursuance of the Original Mortgage, and as further agreed between the parties hereto as to the value of the Substituted Property and in consideration of the substitution of security as hereinafter provided, have granted, released quit claimed and set over and by these presents, do grant, release, quit claim and set over unto the Company, the Released Property, together with the hereditaments and appurtenances thereunto belonging, and all the right, title and interest of the said Trustees, of, in and to the same, to the intent that the lands hereby conveyed may be discharged from the Original Mortgage, and also may be discharged from the Original Lease dated as of April 1, 1969 between the Company and the Lessee, and that the rest of the lands in the Original Mortgage specified may remain to the Trustees.

TO HAVE AND TO HOLD, the lands and premises are hereby released and conveyed to the Company, its successors and assigns, forever, free, clear and discharged of and from all liens and claims under and by virtue of the Original Mortgage.

The parties hereto agree that this release shall in no manner affect the lien of the Original Mortgage as to the remainder of the premises described therein and not hereby specifically released.

To secure the payment when and as due and payable of the principal of and the premium, if any, and interest on the Notes at any time issued and outstanding, and to secure the payment of all other indebtedness which the Original Mortgage by its terms secures and the performance of and compliance with all of the terms thereof, the

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Company does hereby grant, bargain, sell, mortgage, warrant, pledge, assign, transfer and convey to the Trustees and to their successors and assigns forever, the following property:

(a) the Substituted Property, more particularly described in the Supplement to Schedule A, attached hereto (which shall hereafter constitute a part of the "Properties" as that term is defined in the Original Mortgage), subject to (i) the Lease referred to in clause (c) below and (ii) the Permitted Exceptions, if any, set forth, in the Supplement to Schedule A;

(b) all rights of way or use, servitudes, licenses, easements, tenements, hereditaments and appurtenances now or hereafter belonging or pertaining to the Substituted Property(ies); and

(c) all of the Company's right, title and interest as lessor in and to the Lease dated as of April 1, 1969 as amended as of the date hereof (the "Lease"), between the Company and Clark Oil & Refining Corporation (the "Lessee"), covering the Properties;

TO HAVE AND TO HOLD the same unto the Trustees and their successors and assigns, forever;

IN TRUST, NEVERTHELESS, upon the terms and trusts set forth herein and in the Original Mortgage, for the equal and proportionate benefit and security of the holders from time to time of the Notes, without preference of any of such Notes over any others by reason of priority in the time of issue thereof, or for any other reason.

The Company, for itself and its successors and assigns, hereby covenants and agrees with the Trustees for the benefit of the Holders of the Notes as follows:

1. Definitions. Unless otherwise indicated herein, all capitalized terms used in this Supplemental Mortgage and Deed of Trust shall have the respective meanings given to them in the Original Mortgage.

2. "Supplement to Schedule A" a Part of Mortgage. Schedule A attached to the Original Mortgage is hereby supplemented by adding thereto the "Supplement to Schedule A" attached to this Supplemental Mortgage and Deed of Trust.

3. Incorporation of Terms of Mortgage. All of the agreements, terms and provisions contained in the Original Mortgage are

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incorporated herein and shall apply with the same force and effect as though set forth at length in this Supplemental Mortgage and Deed of Trust.

4. Confirmation of Mortgage. Except as supplemented hereby, the Original Mortgage and the Notes at the time outstanding thereunder are in all respects ratified and confirmed, and all the terms thereof shall remain in full force and effect.

5. Miscellaneous. This Supplemental Mortgage and Deed of Trust shall constitute an instrument supplemental to the Original Mortgage and shall be construed in connection with and as a part thereof. This Supplemental Mortgage and Deed of Trust may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Company has caused this Supplemental Mortgage and Deed of Trust to be executed and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized, as of the day and year first written.

BRIXHAM CORPORATION

BY: *M. R. Burmaster*

M. R. Burmaster
Vice President

(CORPORATE SEAL)

ATTEST:

Michael J. Curran
Michael J. Curran, Assistant Secretary

WITNESSED:

Christine A. Martin
[Signature]

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IN WITNESS WHEREOF, the Trustees have caused this Supplemental Mortgage and Deed of Trust to be executed and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized as of the day and year first above written.

FIDELITY UNION BANK

BY: *Kenneth D. Ryan*
Assistant Vice President

(CORPORATE SEAL)

ATTEST:

Michael Sabatino
Assistant Cashier

WITNESSED:

Michael V. Campbell
Jeffrey A. [unclear]

L. Patterson
L. Patterson, as Individual
Trustee

WITNESSED:

[Signature]

THIS INSTRUMENT WAS DRAFTED BY:
Attorney Joel F. Graziani
7930 Clayton Road
St. Louis, Missouri 63117

Cook County Clerk's Office

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STATE OF MISSOURI)
) ss
COUNTY OF ST. LOUIS)

On this 1 day of August, 1981, before me
Kelly M. Carson, a Notary Public in and for the said
~~State~~ State, duly commissioned and sworn, personally in said
County and State appeared N. R. Burnmaster and
Michael J. Curran, to me personally known and
known to me to be Vice President and Assistant Secretary
respectively of Brixham Corporation one of
the corporations named in and executing the foregoing instrument,
which instrument includes Schedule A and Supplement to Schedule A
attached thereto and made a part thereof, and which instrument
was produced to me in said County and State aforesaid by the said
Vice President and Assistant Secretary
who are known to me to be the identical persons who subscribed
the name of the maker thereof to the foregoing instrument as its
Vice President and Secretary, respectively, who
by me being duly sworn, did severally depose, say and acknowledge,
on their several oaths, in said County and State aforesaid that
they reside at 6465 Wydown Boulevard, St. Louis, MO
and 41 Shirlwin, Granite City, IL
respectively, that they are the Vice President and Assistant
Secretary, respectively of said corporation and that said
corporation executed said instrument; that they know the seal of
said corporation; that the seal affixed to said instrument is the
corporate seal of said corporation; that they, being informed of
the contents of said instrument, signed and sealed said instrument
and that they executed the same in the name and on behalf of said
corporation by order, authority and resolution of its Board of
Directors and that they signed their names thereto by like order;
that they executed the same as, and said instrument is, their
free and voluntary act and deed and the free and voluntary act
and deed of said corporation for the consideration, uses and
purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed by official seal in the County and State aforesaid on the
day and year first above written.

Kelly M. Carson
Notary Public

My place of residence is: 4511 Towne Centre Dr.
St. Louis, MO 63128

My Commission Expires: March 5, 1988

(Notarial Seal)

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STATE OF N.J.)
COUNTY OF ESSEX) 88

On this 14th day of December, 1987, before me Donna Flanagan, a Notary Public in and for the said County and State, duly commissioned and sworn personally in said County and State appeared Kenneth Benton and Michael Sabatino to me personally known and known to me to be Assistant Vice Pres and Assistant Cashier respectively, of East Fidelity Bank, the Mortgagee, named in and executing the foregoing instrument, which instrument includes Schedule A and Supplement to Schedule A attached thereto and made a part thereof, and which instrument was produced to me in said County and State aforesaid by the said Kenneth Benton and Michael Sabatino, who are known to me to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument as its Assistant Vice President and Assistant Cashier respectively, who by me being duly sworn, did severally depose, say and acknowledge that they reside at 49 Fenimore Road, Teaneck, N.J. and 283 Farnham Ave, Loc. N.J. 07644, that they are a ASST Vice Pres and Assistant Cashier respectively, of said corporation and that said corporation executed said instrument as Mortgagee; that they know the seal of said corporation and that said corporation executed said instrument as Mortgagee; that the seal affixed to said instrument is the corporate seal of said corporation; that they, being informed of the contents of said instrument signed and sealed said instrument and that they executed the same in the name and on behalf of said corporation by order, authority and resolution of its Board of Directors and that they signed their names thereto by like order; that they executed the same as, and said instrument is, their free and voluntary act and deed and the free and voluntary act and deed of said corporation for the consideration, uses and purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

Donna J. Flanagan
Notary Public

My place of residence is:
674 Garden Street
Maywood, N.J. 07607
My Commission expires:

DONNA J. FLANAGAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Jan 18, 1988

(Notarial Seal)

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STATE OF New Jersey)
) ss.
COUNTY OF Essex)

On this 14 day of December, 1987, before me
Donna J. Flanagan, a Notary Public in and for the said
County and State, duly commissioned and sworn, personally in said
County and State appeared Paul L. DeBenedictis to me
personally known and to me to be successor individual trustee named in
and executing the foregoing instrument, which instrument includes Schedule
A attached thereto
and made a part thereof and which instrument was produced to me in said
County and State aforesaid by the said Paul L. DeBenedictis who is known
to me to be the identical person who subscribed the name of the maker thereof
to the foregoing instrument as its successor individual trustee who by me
being duly sworn did depose and say and acknowledge that she resides at
4 Mitchell Road, Summitville, New Jersey
and that she is a successor individual trustee for said corporation;
that the seal affixed to said instrument is the corporate seal of said corporation;
that she being informed of the contents of said instrument, signed and sealed
this instrument and that she executed the same in the name and on behalf of
said corporation by order, authority and resolution of its Board of Directors and
that she signed her name thereto by like order; that she executed the same as,
and said instrument is, her free and voluntary act and deed and the free and
voluntary act and deed of said corporation for the consideration, uses and
purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal in the County and State aforesaid on the day and year first
above written.

Donna J. Flanagan

My place of residence is:

674 Yardey St
MAYWOOD NJ

My commission expires:

1/18/88

DONNA J. FLANAGAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Jan. 18, 1988

(Notarial Seal)

Essex County Clerk's Office

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SCHEDULE "A"

Location: 520 Manheim Road
Bellwood, Illinois

Description: A parcel of land situated in Cook County, State of Illinois, and more particularly described as lots 31, 32, 33 and 34 in Adolph Sturm's subdivision of the east one quarter of the east half of the south east quarter of section 8, township 39 north, range 12, east of the third principal meridian in said Cook County.

Permanent Index No. 15-08-415-025
15-08-415-023
15-08-415-020

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Location:
69 Carleton Road
Hillsdale, Michigan

Description:
Part of the Northwest one-quarter of the Northeast one-quarter of Sec. 27, T. 6 S., R. 3 W., City of Hillsdale, Michigan described as:
Commencing at the intersection of the centerline of Carleton Rd. (Hwy. M-99) and the N-S 1/8 line in the Northeast one-quarter of said Sec. 27, thence North 58 degrees 28' 15" West along the centerline of said Carleton Rd. a distance of 783.00 feet, thence North 31 degrees 31' 45" East, perpendicular to the centerline of Carleton Rd. a distance of 33.00 feet to the point of beginning;
Thence South 58 degrees 28' 15" East a distance of 106.02 feet; thence North 31 degrees 31' 45" East a distance of 201.5 feet to the N.Y.C. railroad right-of-way; thence North 41 degrees 05' 40" West along said railroad right-of-way a distance of 111.09 feet; thence South 31 degrees 31' 45" West a distance of 234.68 feet to the point of beginning.

Exceptions:
1. Rights of parties in possession under unrecorded lease agreement.

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Handwritten signature

COOK COUNTY RECORDER

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DEPT-01 RECORDING

\$20.00

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This document was prepared by
E. Ma. 1 12
Kreisman & FARKISH
4749 Lincoln Hall Dr.
Mableton, AL 36043

Cook County Clerk's Office