

UNOFFICIAL COPY

87673301

TRUST AGREEMENT AND TRUST INDENTURE SUPPLEMENT NO. 1

TRUST AGREEMENT AND TRUST INDENTURE SUPPLEMENT NO. 1, dated December 14, 1987 (this Supplement), between Wilmington Trust Company and William J. Wade, not in their respective individual capacities, but solely as owner trustees (collectively, the Owner Trustee) under the Trust Agreement dated as of September 15, 1987 (the Trust Agreement), and The Connecticut Bank and Trust Company, National Association, as indenture trustee (the Indenture Trustee) under the Trust Indenture, Mortgage and Security Agreement dated as of September 15, 1987 (the Indenture) between the Owner Trustee and the Indenture Trustee. All capitalized terms used herein and not otherwise defined herein shall have the meanings specified in the Indenture.

W I T N E S S E T H:

WHEREAS, the Trust Agreement provides for the execution and delivery of supplements thereto substantially in the form hereof, each such supplement to particularly describe each Leased Station included in the property covered by the Trust Agreement by having attached thereto a copy of the Lease Supplement covering such Leased Station; and

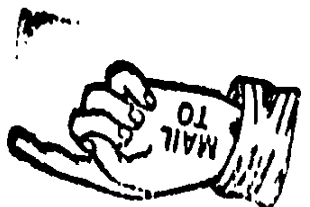
WHEREAS, the Indenture provides for the execution and delivery of supplements thereto substantially in the form hereof, each such supplement to particularly describe each Leased Station included in the Indenture Estate by having attached thereto a copy of the Lease Supplement covering such Leased Station, and which shall specifically grant a security interest in such Leased Station to the Indenture Trustee.

NOW, THEREFORE, to secure the due and punctual payment of the principal of and premium, if any, and interest on the Loan Certificates according to their terms and effect and to secure, among other things, the performance and observance by the Owner Trustee of all other obligations secured under the Indenture, the Owner Trustee hereby transfers, assigns, bargains, sells, conveys, mortgages, hypothecates and pledges to the Indenture Trustee, and grants the Indenture Trustee a security interest in, and the immediate and continuing right to receive payments (other than Excepted Payments) in respect of, all the Owner Trustee's right, title and interest in and to the following:

A. The Leased Station described on Schedule 1 hereto, expressly excluding the property described on Schedule 2 hereto, located on the Land described on Schedule 3 hereto;

B. The Lease Supplement of even date herewith describing such Leased Station.

RETURN TO:
Caren W. Mack
Mudge, Rose, Guthrie, Alexander
and Ferdon
180 Maiden Lane
New York, New York 10038



87673301

UNOFFICIAL COPY

3 7 3 7 3 3 0 1

TO HAVE AND TO HOLD all the aforesaid properties, rights and interests unto the Indenture Trustee, its successors and assigns forever, but in trust for the holders, from time to time, of the Loan Certificates, nevertheless, for the use and purposes and with the power and authority and subject to the terms and conditions set forth in the Indenture.

AND, FURTHER, the Owner Trustee hereby acknowledges that the Leased Station referred to in the aforesaid Lease Supplement attached hereto and made a part hereof has been delivered to the Lessee (or a nominee thereof) and is included in the Trust Estate of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the lien thereof under the Indenture.

Attached hereto on Schedule 4 is the schedule of principal and interest on the Notes delivered on the date hereof.

This Supplement shall be construed as supplemental to the Indenture and to the Trust Agreement and shall form a part of each, and the Trust Agreement and the Indenture are each hereby incorporated by reference herein and each is hereby ratified, approved and confirmed.

This Supplement may be executed in any number of counterparts and by the different parties hereto and thereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument. Fully executed sets of counterparts shall be delivered to, and retained by, the Owner Trustee and the Indenture Trustee.

UNOFFICIAL COPY

3 7 3 7 3 3 0 1

WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as owner trustee under a Trust Agreement dated as of September 15, 1987,
Owner Trustee

Witness *Ann Marie Savina*
Name: Ann Marie Savina

Witness *J. M. B.*
Name: John M. Besson Jr

By *Thomas P. Lusk*
Name: Thomas P. Lusk
Title: Vice President

[Seal]

Attest: *David Fontello*
DAVID FONTELLO

Date: December 2, 1987

WILLIAM J. WADE, not in his individual capacity, but solely as owner trustee under a Trust Agreement dated as of September 15, 1987,
Owner Trustee

Witness *Annette R. Basco*
Name: Annette R. Basco

William J. Wade
William J. Wade

Witness *Barbara L. Williams*
Name: BARBARA L. WILLIAMS

Date: December 1, 1987

Property of Cook County Clerk's Office

67673361

UNOFFICIAL COPY

37373361

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION,
Indenture Trustee

Witness [Signature]
Name: [Illegible]

By [Signature]
Name: Mason M. Lemont
Title: President

Witness [Signature]
Name: STEVE COTARAN

Date: December 3, 1987

Property of Cook County Clerk's Office

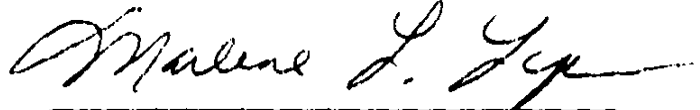
87673361

UNOFFICIAL COPY

8 7 6 7 3 3 0 1

STATE OF DELAWARE)
) ss.
COUNTY OF NEW CASTLE)

The foregoing instrument was acknowledged before me this December 3, 1987 by Thomas P. Laskaris, the Vice President of Wilmington Trust Company, a Delaware banking corporation, on behalf of said corporation.



Name: Marlene L. Lynch

Sworn to before me this
3rd day of December, 1987.

(SEAL)

Notary Public for Delaware

My Commission Expires: 6/15/89

Property of Cecil County Clerk's Office

87673301

UNOFFICIAL COPY

STATE OF DELAWARE)
) ss:
COUNTY OF NEW CASTLE)

The foregoing instrument was acknowledged before me this Dec. 4, 1987 by William J. Wade.

Jo Ann E. John
Name: Jo Ann E. John

Sworn to before me this 4th day of Dec., 1987

(SEAL)

Notary Public for Delaware
My Commission Expires: 9-18-88

Property of Cook County Clerk's Office

87673361

3 / 6 7 3 3 6 1

STATE OF CONNECTICUT)
) ss:
COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this December 3, 1987 by Mason M. Lemont, the VICE PRESIDENT of The Connecticut Bank and Trust Company, National Association, a national banking association, on behalf of said corporation.

[Signature]
Name:

UNOFFICIAL COPY

57573331

Page 1 of 2

SCHEDULE 1 to Trust Agreement & Trust Indenture Supplement

DESCRIPTION OF LEASED STATION

Address: Harlem Ave. & 79th St.
Burbank, IL

	<u>Quantity</u>	<u>I t e m</u>
1.	1	Building 45' x 75' Masonry Construction
2.	1	Lusterlite Canopy, 101' x 241' with Lighting
3.	7	Tanks. Make: Xerxes; Type: Fiberglass Sizes: (7) 12,000
4.	12	Gilbarco Model MPD-1 Multiproduct Dispensers
5.	4	Gilbarco Model H111B Dispensers
6.	16	Pump Islands
7.	1	10' x 12' Trash Enclosure
8.	x	Concrete Paving
9.	x	Asphalt Paving
10.	x	Fence
11.	8	Red Jacket Submerged Turbine Pumps
12.	8	Yard Lights and Poles
13.	1	66' Flag Pole
14.	1	ECO-Windy 1/2 H.P. Air Compressor
15.	x	Curbing and Drainage Structures
16.	x	Landscaping
17.	x	Set Custom Cabinets
18.	1	Snack Center Cabinet
19.	x	Gondolas & Store Shelving
20.	1	29' x 11'7" Volrath Walk-in Cooler with Shelving
21.	2	Gilbarco Model TCR-C Gasoline Console

57673331

SCHEDULE 1
to Trust Agreement & Trust Indenture Supplement

DESCRIPTION OF LEASED STATION

Address: Harlem Ave. & 79th St.
Burbank, IL

	<u>Quantity</u>	<u>I t e m</u>
22.	4	DTS Model 2100 Cash Register
23.	3	Bunn Coffee Maker
24.	1	Kelvinator 6' Cold Deli Case
25.	1	Fogel 2-Door Storage Refrigerator
26.	1	Plymold Booth
27.	7	2 Tidel and 5 Armour Safes
28.	x	Lot Store Room Shelving
29.	1	Manitowoc Ice Maker
30.	1	Kelvinator 3-Door Display Freezer
31.	1	Kol-Pac Walk-in Storage Freezer
32.	2	3-M Intercoms
33.	4	Pay Phones
34.	2	8' x 10' ID/Price Sign & Pole
35.	2	American Sign Canopy Signs
36.	4	Benco Canopy Signs
37.	1	Omega Alarm System
38.	1	5' x 6' "Moving S" Sign
39.	2	5' x 8' Benco Lighted Reader Sign
40.	2	5' x 5' General Indicator Sign

Additional detail and specifications for the above appear in the complete set of "as built" plans and specifications maintained by the Lessee in accordance with Section 10(e) of the Lease.

87673301

UNOFFICIAL COPY

5 7 5 7 3 3 0 1

SCHEDULE 2 to Trust Agreement & Trust Indenture Supplement

DESCRIPTION OF EXCLUDED ASSETS

The excluded assets shall consist of the following:

Description

Hot dog roller grill
Bun warmer drawer
Nacho merchandiser
Nacho cheese warmer with pump and heated spout
Chili warmer
Popcorn popper
Pretzel display
Pizza display case
Soup warmer kettle
Microwave oven
Slush machine (twin)
Condiment unit
Post mix dispenser
Paper cup dispensers
Foam cup dispensers
Ice cube dispenser
Triple jet spray - Whipper
Fruit ade machine
Cocoa dispenser
Anchor wrapper and platens
12" meat slicer
Tomato slicer
6' long worktable with stainless steel undershelf and casters
Electronic portion scale
Electronic retail scale
Heat seal overwrapper
Platter cart
4' long worktable with stainless steel undershelf and casters
Biscuit prep table
Convection oven
EZ over chicken display
Spaceplate for spacing fryers
14" deep electric fryer
18" deep electric fryer
Oil filtration unit
Bread and batter unit
Hot case with thermal shelf
Custom built donut display case
2-eye hot plate - electric
Ice cream novelty merchandiser
Video security equipment
Video sales displays

81673301

UNOFFICIAL COPY

SCHEDULE 3
to Trust Agreement & Trust
Indenture Supplement

DESCRIPTION OF LAND

PARCEL 1:

THE EAST 164.5 FEET OF THE WEST 214.5 FEET OF THE NORTH 300 FEET OF THE SOUTH 350 FEET OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS; EXCEPT THAT PART OF THE EAST 64.5 FEET OF THE WEST 114.5 FEET OF THE SOUTH 383 FEET OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 30, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH WEST CORNER OF SAID EAST 64-1/2 OF FEET OF THE WEST 114-1/2 FEET OF THE SOUTH 383 FEET OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF THE SAID SECTION 30, THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTH WEST 1/4 OF SAID SECTION 30, A DISTANCE 64.5 FEET; THENCE NORTH ALONG THE EAST LINE OF SAID EAST 64-1/2 FEET OF THE WEST 114-1/2 FEET OF THE SAID WEST 1/2 OF THE SOUTH WEST 1/4 A DISTANCE OF 50 FEET; THENCE WEST ALONG A LINE PARALLEL TO SAID SOUTH LINE OF SAID SOUTH WEST 1/4, A DISTANCE OF 14.5 FEET TO A POINT OF TANGENCY OF A CURVE CONCAVE TO THE NORTH EAST HAVING A RADIUS OF 50 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 75.45 FEET TO THE WEST LINE OF SAID EAST 64-1/2 FEET OF THE WEST 114-1/2 FEET OF THE SOUTH 383 FEET OF THE WEST 1/2 OF THE SAID SOUTH WEST 1/4, THENCE SOUTH ALONG THE SAID WEST LINE 100.0 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THE SOUTH 33 FEET TAKEN OR USED FOR WEST 79TH STREET) AS CONVEYED TO THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS OF THE STATE OF ILLINOIS BY WARRANTY DEED RECORDED MAY 12, 1954 AS DOCUMENT NUMBER 15904381, ALSO EXCEPTING THEREFROM A PART OF THE EAST 164.5 FEET OF THE WEST 214.5 FEET OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 30, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 214.5 FEET OF SAID SECTION AND THE NORTH LINE OF 79TH STREET (AS DEDICATED BY DOCUMENT NUMBER 1658494 DATED MAY 18, 1956); THENCE WEST ALONG THE SAID NORTH LINE A DISTANCE OF 114.5 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG AN ARC OF A CIRCLE CONCAVE TO THE NORTH EAST HAVING A RADIUS OF 50 FEET, A DISTANCE OF 78.5 FEET TO A POINT OF TANGENCY ON THE EAST LINE OF HARLEM AVENUE (AS DEDICATED BY DOCUMENT NO. 10487999, DATED SEPTEMBER 24, 1929); THENCE NORTH ALONG THE SAID EAST LINE OF HARLEM AVENUE, A DISTANCE OF 40 FEET TO A POINT OF TANGENCY; THENCE SOUTHEASTERLY ALONG AN ARC OF A CIRCLE CONCAVE TO THE NORTH EAST HAVING A RADIUS OF 70 FEET, A DISTANCE OF 109.9 FEET TO A POINT OF TANGENCY ON A LINE LYING 20 FEET NORTH OF AND PARALLEL WITH THE AFORESAID NORTH LINE OF 79TH STREET, SAID

67573361

UNOFFICIAL COPY

SCHEDULE 3
to Trust Agreement & Trust
Indenture Supplement

DESCRIPTION OF LAND (continued)

POINT LYING 94.5 FEET WEST OF THE EAST LINE OF THE WEST 214.5 FEET OF AFORESAID SECTION; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 94.5 FEET TO A POINT ON THE EAST LINE OF THE WEST 214.5 FEET OF SAID SECTION, SAID POINT BEING 20 FEET NORTH OF THE POINT OF BEGINNING (AS MEASURED ALONG SAID EAST LINE); THENCE SOUTH ALONG THE SAID EAST LINE A DISTANCE OF 20 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PART OF THE WEST 1/2 OF THE SOUTH WEST 1/4 (EXCEPT THE SOUTH 50.0 FEET THEREOF) OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS; LYING EAST OF THE WEST 214.50 FEET OF SAID SOUTH WEST 1/4, WEST OF THE EAST LINE OF THE WEST 329.50 FEET OF SAID SOUTH WEST 1/4, SOUTHERLY AND WESTERLY OF A CURVED LINE CONVEX TO THE SOUTH WEST RADIUS 963.0 FEET, COMMENCING AT A POINT 122.0 FEET NORTH OF THE SOUTH LINE AND 1085.0 FEET EAST OF THE WEST LINE OF AFORESAID 1/4 SECTION AND RUNNING TO A POINT 122.0 FEET EAST OF THE WEST LINE AND 1085.0 FEET NORTH OF THE SOUTH LINE OF SAID SOUTH WEST 1/4 OF SECTION 30, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND; THAT PART OF THE EAST 115 FEET OF THE WEST 329.5 FEET OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF 79TH STREET (AS DEDICATED BY DOCUMENT NUMBER 16584944, DATED MAY 18, 1956) AND THE EAST LINE OF THE WEST 329.5 FEET OF SAID SECTION; THENCE WEST ALONG SAID NORTH LINE OF 79TH STREET A DISTANCE 115 FEET TO A POINT, SAID POINT LYING ON THE EAST LINE OF THE WEST 214.5 FEET OF THE AFORESAID SECTION; THENCE NORTH ALONG THE EAST LINE OF THE WEST 214.5 FEET OF THE SECTION A DISTANCE OF 20 FEET TO A POINT; THENCE EAST ALONG A LINE PARALLEL AND 20 FEET NORTH OF THE AFORESAID NORTH LINE OF 79TH STREET A DISTANCE OF 79.5 FEET TO A POINT, SAID POINT LYING 20 FEET NORTH OF THE NORTH LINE OF 79TH STREET AND 35.5 FEET WEST OF THE EAST LINE OF THE WEST 329.5 FEET OF THE AFORESAID SECTION; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 35.5 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF THE WEST 329.5 FEET OF THE SAID SECTION, SAID POINT LYING 18.82 FEET NORTH OF THE POINT OF BEGINNING (AS MEASURED ALONG SAID EAST LINE) THENCE SOUTH ALONG SAID EAST LINE A DISTANCE OF 18.82 FEET TO THE POINT OF BEGINNING.

Sum
PIN# 19-30-300 013 - & 19-30-300 017

Leased station address: 79th St. & Harlem Ave.
Burbank, IL

UNOFFICIAL COPY

3 7 6 7 3 3 0 1

Schedule 4 to Trust Agreement and Trust Indenture Supplement

Schedule of Principal and Interest

For each \$1,000,000* of principal amount of the applicable Loan certificate, payments of principal and interest shall be as follows:

Date	Interest	Principal	Debt Service
0 Sep 87			
0 Dec 87	.00	.00	.00
2 Jan 88	5,485.48	.00	5,485.48
2 Jul 88	53,500.00	.00	53,500.00
2 Jan 89	53,500.00	.00	53,500.00
2 Jul 89	53,500.00	.00	53,500.00
2 Jan 90	53,500.00	.00	53,500.00
2 Jul 90	53,500.00	.00	53,500.00
2 Jan 91	53,500.00	.00	53,500.00
2 Jul 91	53,500.00	.00	53,500.00
2 Jan 92	53,500.00	10,366.35	64,366.36
2 Jul 92	52,917.88	.00	52,917.88
2 Jan 93	52,917.88	18,346.78	68,364.36
2 Jul 93	52,096.83	.00	52,096.83
2 Jan 94	52,096.83	90,939.87	143,036.10
2 Jul 94	47,231.26	.00	47,231.26
2 Jan 95	47,231.26	28,229.71	75,460.17
2 Jul 95	45,720.97	.00	45,720.97
2 Jan 96	45,720.97	31,421.03	77,142.00
2 Jul 96	44,039.95	-.01	44,039.94
2 Jan 97	44,039.95	34,973.11	79,013.06
2 Jul 97	42,168.88	.00	42,168.88
2 Jan 98	42,168.88	67,377.92	109,546.80
2 Jul 98	38,864.17	-.01	38,864.16
2 Jan 99	38,864.17	74,994.86	113,859.03

67673301

