

UNOFFICIAL COPY

8 7 6 7 3 3 1 1

87673311

TRUST AGREEMENT AND TRUST INDENTURE SUPPLEMENT NO. 2

TRUST AGREEMENT AND TRUST INDENTURE SUPPLEMENT NO. 2, dated December 4, 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

87673311

UNOFFICIAL COPY

3 7 5 / 3 3 1 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.

67673311

UNOFFICIAL COPY

8 7 6 7 3 3 1 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 *An Marie Quinn*
Name: An Marie Quinn

Witness *J. M. R. I.*
Name: John M. Begson Jr.

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

[Seal]

Attest: *David Fontello*
DAVID FONTELLO

Date: December 3, 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 *Ann H. L. Bosco*
Name: Ann H. L. Bosco

William J. Wade
William J. Wade

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

Date: December 4, 1987

87673311

UNOFFICIAL COPY

87073311

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

Witness [Signature]
Name: D. W. FEARN

By [Signature]
Name: Mason, [unclear]
Title: Vice President

Witness [Signature]
Name: STEVE COTYRAN

Date: December 3, 1987

Property of Cook County Clerk's Office

87673311

UNOFFICIAL COPY

8 7 6 7 3 3 1 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

87673311

UNOFFICIAL COPY

8 7 6 7 3 3 1 1

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

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

Eleanor M. Gootee
Name: Eleanor M. Gootee

Sworn to before me this
4th day of December, 1987

(SEAL)

Notary Public for Delaware

My Commission Expires: 10/29/88

Property of Cook County Clerk's Office

87673311

UNOFFICIAL COPY

8 7 6 7 3 3 1 1

Page 1 of 2

SCHEDULE 1 to Trust Agreement & Trust Indenture Supplement

DESCRIPTION OF LEASED STATION

Address: 1719 Western Avenue
Chicago Heights, IL

	<u>Quantity</u>	<u>I t e m</u>
1.	1	Building 31' x 75' Masonry Construction
2.	1	Lusterlite Canopy, 57' x 100' with Lighting
3.	4	Tanks. Make: Owens Corning; Type: G-3 Sizes: (1) 12,000, (2) 10,000, (1) 8,000 (all existing)
4.	4	Gilbarco Model MPD-1 Multiproduct Dispensers
5.	1	Gilbarco Model H111B Dispensers
6.	5	Pump Islands
7.	x	Concrete Paving
8.	x	Asphalt Paving
9.	4	Red Jacket Submerged Turbine Pumps
10.	3	Yard Lights and Poles
11.	1	ECO 3/4 H.P. Air Compressor
12.	1	Set Custom Cabinets
13.	1	Snack Center Cabinet
14.	1	Gondolas & Store Shelving
15.	1	25'10" x 10'7" Volrath Walk-in Cooler with Shelving
16.	1	Gilbarco Model T12C Gasoline Console
17.	1	DTS Model 2100 Cash Register
18.	2	Bunn Coffee Maker
19.	1	Kelvinator 6' Cold Deli Case
20.	1	Fogel 2-Door Storage Refrigerator

87673311

UNOFFICIAL COPY

8 7 6 7 3 3 1 1

Page 2 of 2

SCHEDULE 1 to Trust Agreement & Trust Indenture Supplement

DESCRIPTION OF LEASED STATION

Address: 1719 Western Avenue
Chicago Heights, IL

<u>Quantity</u>	<u>Item</u>
21.	1 Plymold Booths
22.	4 Armor Safes
23.	1 Manitowoc Ice Maker
24.	1 Kelvinator 2-Door Display Freezer
25.	1 Fogel 2-Door Storage Freezer
26.	1 Talk-A-Phone Intercom
27.	2 Pay Phones
28.	1 3-Product ID/Price Sign & Pole
29.	2 American Sign Canopy Signs
30.	3 Benco Canopy Signs
31.	1 Omega Alarm System

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.

87673311

UNOFFICIAL COPY

0 7 6 7 3 3 1 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 - 1 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

87673311

UNOFFICIAL COPY

8 7 6 7 3 3 1 1

**SCHEDULE 3
to Trust Agreement & Trust
Indenture Supplement**

DESCRIPTION OF LAND

Situated in the Southwest 1/4 of the Southwest 1/4 of Section 19, Township 35 North, Range 14 East of the Third Principal Meridian, City of Chicago Heights, County of Cook, State of Illinois, and being more particularly described as follows:

That part of the North 102.50 feet lying South of a line 282.50 feet North of and parallel to the North right-of-way of the Joliet Branch of the Michigan Central Railroad and part of the East 200.00 feet of the West 250.00 feet of said Section 19.

PIN # 32-19-316-042 ✓

Leased station address: 1719 Western Ave.
Chicago Heights, IL

87673311

UNOFFICIAL COPY

8 7 6 7 3 3 1 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	5,488.48	.00	5,488.48
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	10,886.55	64,386.55
2 Jul 92	52,917.88	.00	52,917.88
2 Jan 93	52,917.88	18,346.78	68,264.66
2 Jul 93	52,096.83	.00	52,096.83
2 Jan 94	52,096.83	90,939.87	143,036.70
2 Jul 94	47,331.26	.00	47,331.26
2 Jan 95	47,331.26	28,239.71	75,570.97
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	38,564.17	-.01	38,564.16
2 Jan 99	38,564.17	74,994.86	113,559.03

Property of Cook County Clerks Office

57673311

UNOFFICIAL COPY

8 7 6 7 3 3 1 1

Date	Interest	Principal	Debt Service
2 Jul 99	34,881.94	.00	34,881.94
2 Jan 00	34,881.94	83,472.89	118,024.83
2 Jul 00	30,086.14	.00	30,086.14
2 Jan 01	30,086.14	92,909.34	122,995.48
2 Jul 01	25,118.49	.00	25,118.49
2 Jan 02	25,118.49	109,412.56	128,528.05
2 Jul 02	19,582.92	.00	19,582.92
2 Jan 03	19,582.92	118,103.18	134,686.07
2 Jul 03	13,424.90	.00	13,424.90
2 Jan 04	13,424.90	128,118.34	141,540.24
2 Jul 04	6,870.73	.00	6,870.73
2 Jan 05	6,870.73	132,817.40	129,388.13

Property of Cook County Clerk's Office

87673311

23
Maed

87673311

87673311