

EXECUTION COPY

THIS DOCUMENT WAS PREPARED  
BY AND UPON RECORDING  
SHOULD BE RETURNED TO:

Robert S. Hart  
Bracewell & Patterson  
4000 Lincoln Plaza  
500 N. Akard  
Dallas, Texas 75201

SECOND AMENDMENT TO TRUST DEED  
SECURITY AGREEMENT, FIXTURES FINANCING STATEMENT  
AND ASSIGNMENT OF RENTS AND LEASES

THE STATE OF ILLINOIS §  
§ KNOW ALL PERSONS BY THESE PRESENTS  
COUNTY OF COOK §

WHEREAS, MIDWEST ZINC CORPORATION, an Illinois corporation whose address is c/o GULFMET HOLDINGS CORPORATION, 6020 Navigation, Houston, Texas 77011 (the "Mortgagor"), executed and delivered the Credit Agreement, dated as of July 31, 1989, among Gulfmet Holdings Corporation ("Holdings"), the Mortgagor, certain other affiliates of Holdings and the Mortgagor, and CITIBANK, N.A., whose address is 399 Park Avenue, 10th Floor Z-16, New York City, New York 10043 ("Mortgagee"), as amended by the First Amendment to Credit Agreement dated as of December 1, 1989, the Second Amendment to Credit Agreement dated as of April 2, 1990, the Third Amendment to Credit Agreement dated as of May 17, 1990, and the Fourth Amendment to Credit Agreement dated as of May 6, 1991 but effective as of December 31, 1990 (as so amended, the "Original Credit Agreement");

WHEREAS, the indebtedness and obligations created and evidenced by the Original Credit Agreement are secured by, among other things, the Trust Deed, Security Agreement, Fixtures Financing Statement and Assignment of Rents and Leases dated effective as of July 31, 1989, covering among other things, the Mortgagor's present and future rights, titles and interest in and to the Properties, as defined therein and described on Exhibit A attached hereto, filed on August 2, 1989, under instrument number 89355066, Cook County, Illinois, and as amended by the First Amendment to Trust Deed, Security Agreement, Fixtures Financing Statement and Assignment of Rents and Leases dated effective as of April 2,

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1990 under instrument number 90284651, Cook County, Illinois, (as so amended, the "Trust Deed");

WHEREAS, each of the parties to the Original Credit Agreement have delivered and executed the Assumption and Consent Agreement of even date herewith, pursuant to which the Mortgagor and certain affiliates of the Mortgagor have each assumed a portion of, and in the aggregate have assumed all of, Holdings' obligations under the Original Credit Agreement;

WHEREAS, pursuant to the Assumption and Consent Agreement, the Mortgagor has assumed an aggregate of \$2,891,639.04 of indebtedness owed by Holdings to the Mortgagee under the Original Credit Agreement and the Notes (as defined in the Deed of Trust) executed in connection therewith;

WHEREAS, each of the parties to the Original Credit Agreement and Dina Zinc Corporation, a Delaware corporation which is or will be an affiliate of Holdings and the Mortgagor, have executed and delivered the Amended and Restated Credit Agreement of even date herewith (as the same may be hereafter amended from time to time, the "Credit Agreement"), pursuant to which such parties amended and restated the Original Credit Agreement in its entirety to, among other things, reflect the terms of the Assumption Agreement; and

WHEREAS, the Mortgagor is executing this amendment in order, among other things, to (a) amend various sections of the Trust Deed, (b) evidence its agreement that the rights, liens, and security interest created by or arising by virtue of the Trust Deed do and shall continue hereafter to secure, without limitation, the Secured Obligations (as defined in the Trust Deed, as amended hereby), and (c) evidence its agreement that this amendment does not in any way disturb the priorities of rights, liens, and security interests in the Properties created and evidenced by the Trust Deed.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Mortgagor, Holdings and the Mortgagee hereby agree as follows:

1. The first paragraph (but ending at the first colon therein) of Section I. A. of the Trust Deed is hereby amended and restated in its entirety as follows:

A. The Grant. Know all persons by these presents that in consideration of certain indebtedness, justly owing by MIDWEST ZINC CORPORATION, an Illinois

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corporation (herein referred to as the "Mortgagor"), to CITIBANK, N.A., a national banking association (herein referred to as "Mortgagee"), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid to the Mortgagor and to GULFMET HOLDINGS CORPORATION, a Delaware corporation (herein referred to as "Holdings"), the receipt and sufficiency of which are hereby acknowledged, the Mortgagor has granted, assigned, transferred and conveyed, and does hereby mortgage, warrant, grant, assign, revise, release, alien, transfer and convey unto Linda I. Dole, Trustee (herein referred to as the "Trustee"), and also to the Substitute Trustee as hereinafter provided for (herein referred to as the "Substitute Trustee"), all of the following described property:

2. Subsections I. B. (1), (3) and (4) of the Trust Deed are hereby amended and restated in their entirety as follows:

(1) Any and all sums, including principal, interest, expenses, prepayment penalties, court costs and attorneys' fees, called for in the Revolving Credit Note and the Term Note executed by the Mortgagor (herein collectively called the "Notes"), each dated as of November 27, 1991 and payable to the order of the Mortgagee, in the aggregate principal amount of Four Million Seven Hundred Eighty-Four Thousand Six Hundred Thirty-Nine and 04/100 Dollars (\$4,784,639.04), bearing interest at the rate and being due and payable as therein stated, at the address listed herein for the Mortgagee or elsewhere as the Mortgagee or holder of the Notes may direct, containing provisions for interest at the rate therein stated on the entire unpaid amount of principal and interest while any default continues thereunder, and for acceleration of maturity and the collection of attorneys' fees under certain conditions, reference to the Notes being here made for all purposes; the scheduled maturity date of the Notes being on or before July 31, 1997;

(3) Any and all sums owing by the Mortgagor under the Amended and Restated Credit Agreement dated as of November 27, 1991 (as the same may hereafter be amended from time to time, the "Credit Agreement") by and among the Mortgagor, Holdings and certain of their affiliates named therein and parties thereto (collectively hereinafter the Mortgagor, Holdings and such affiliates are referred to as the "Loan Parties" and any one of them as a "Loan Party"), and the Mortgagee, including without limitation sums owing by the Mortgagor in its capacity as a Guarantor of certain indebtedness of the other Loan

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Parties, which indebtedness in the aggregate (including the Mortgagor's indebtedness under the Notes) does not exceed a principal amount equal to Twenty-Seven Million Five Hundred Forty-Five and Four Hundred Seventy and no/100 Dollars (\$27,545,470.00), all of which has a scheduled maturity on or before July 31, 1997 (the indebtedness evidenced by the Notes and the indebtedness of the other Loan Parties under the Credit Agreement being a rearrangement of certain indebtedness of Holdings under the Revolving Credit Note dated July 31, 1989 and the Term Note dated April 2, 1990, each executed by Holdings and payable to the Mortgagee, in the aggregate original principal amount of Thirty-One Million Two Hundred Thousand and No/100 Dollars (\$31,200,000.00)); and

(4) All obligations owing to Mortgagee (or any subsequent holder of such obligations) by the Mortgagor, Holdings or any of the other affiliates of the Mortgagor and Holdings party to the Credit Agreement pursuant to the terms and provisions of (a) the Mortgages (as such term is defined in the Credit Agreement), (b) the Credit Agreement, or (c) any of the other Loan Documents, provided that of the aggregate of all obligations described in subsections (a) through (c) (such obligations together with the obligations described in subsections I.(B)(1) through (3) hereof being herein collectively referred to as the "Secured Obligations") of this subsection I. B.(4) shall not exceed the largest amount that would not render the Mortgagor's obligations hereunder subject to avoidance under Section 548 of the Bankruptcy Code or any applicable provisions of comparable state law.

3. The term "Borrower" in the first clause of Section IV, and in all of subsections IV. C.(3), IV. K., V.A.(5), VIII. O., and VIII. P., and Section VI of the Trust Deed is hereby replaced with the term "Holdings".

4. The term "Borrower" in subsections V.A.(1) and V.A.(2) of the Trust Deed is hereby replaced with the term "Mortgagor".

5. The term "Subject Indebtedness" throughout the Trust Deed is hereby replaced with the term "Secured Obligations".

6. Section IV. S. of the Trust Deed is hereby amended and restated in its entirety as follows:

S. Benefit Received by Mortgagor. Mortgagor hereby represents and warrants that, as an affiliate of

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the other Loan Parties, Mortgagor has received and shall continue to receive benefits from the credit extended to the other Loan Parties by the Mortgagee, which credit is secured hereby.

7. The Mortgagor and Holdings represent and warrant to the Mortgagee that (a) each representation and warranty regarding the Properties set forth in the Trust Deed is true and correct on and as of the date hereof, and (b) no Event of Default has occurred and is continuing under the Trust Deed.

8. Except as herein specifically amended and modified, the Trust Deed is unchanged and continues in full force and effect, and the Mortgagor and Holdings hereby confirm and ratify the Trust Deed's existence, and, as to presently owned Properties each and every term, condition, and covenant therein contained, to the same extend and as though the same were set out herein in full.

9. This instrument shall be effective as a financing statement change filed as a fixture filing with respect to all fixtures included within the Properties and is to be filed for record in the real estate records of each county where any part of the Properties (including said fixtures) is situated. A carbon, photographic, or other reproduction of this instrument shall be sufficient as a financing statement change. The mailing addresses of the Mortgagor and the Mortgagee are as stated above.

10. This instrument has been executed in a number of identical counterparts, each of which shall be deemed an original. In making proof of this instrument, it shall not be necessary for the Trustee (as defined in the Trust Deed, herein so called) or the Mortgagee to account for all counterparts, and it shall be sufficient for the Trustee or the Mortgagee to produce but one such counterpart.

11. This instrument shall be binding upon the Mortgagor and Holdings and the Mortgagor's and Holdings' successors and assigns, and shall inure to the benefit of the Mortgagee and the Mortgagee's successors and assigns.

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EXECUTED on the date of the acknowledgements set forth below, to be effective as of November 27, 1991.

MIDWEST ZINC CORPORATION  
an Illinois corporation

By: X M. Russ Robinson  
Name: M. Russ Robinson  
Title: President

GULFMET HOLDINGS CORPORATION,  
a Delaware corporation

By: X M. Russ Robinson  
Name: M. Russ Robinson  
Title: Vice President

CITIBANK, N.A.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

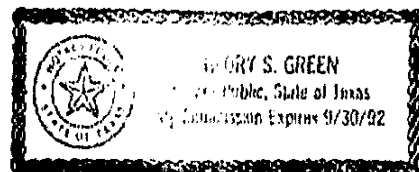
This instrument was acknowledged before me on the 27 day of November, 1991, by M. Russ Robinson, a President of Midwest Zinc Corporation, an Illinois corporation, on behalf of such corporation.

Gregory S. Green  
Notary Public in and for  
the State of Texas

My Commission Expires:

September 30, 1992

(Name) Gregory S. Green



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EXECUTED on the date of the acknowledgements set forth below, to be effective as of November 27, 1991.

MIDWEST ZINC CORPORATION  
an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GULFMET HOLDINGS CORPORATION,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CITIBANK, N.A.

By: Barbara A. Cohen  
Name: \_\_\_\_\_  
Title: BARBARA A. COHEN  
Vice President

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the \_\_\_\_ day of November, 1991, by \_\_\_\_\_, a \_\_\_\_\_ of Midwest Zinc Corporation, an Illinois corporation, on behalf of such corporation.

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

My Commission Expires: \_\_\_\_\_ (Name) \_\_\_\_\_  
COOK COUNTY, TEXAS

1991 DEC -5 PM 3:56

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THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

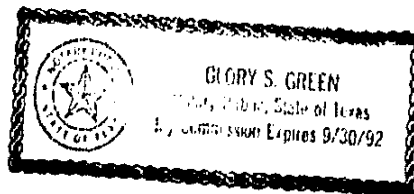
This instrument was acknowledged before me on the 27 day of November, 1991, by M. Russ Robinson, a Vice President of Gulfmet Holdings Corporation, a Delaware corporation, on behalf of such corporation.

Glory S. Green  
Notary Public in and for  
the State of Texas

My Commission Expires:

September 30, 1992

(Name) GLORY S. GREEN



THE STATE OF NEW YORK §  
§  
COUNTY OF NEW YORK §

This instrument was acknowledged before me on the \_\_\_ day of November, 1991, by \_\_\_\_\_, the \_\_\_\_\_ of Citibank, N.A., a national banking association, on behalf of such corporation.

\_\_\_\_\_  
Notary Public in and for  
the State of New York

My Commission Expires:

(Name) \_\_\_\_\_

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THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the \_\_\_\_ day of November, 1991, by \_\_\_\_\_, a \_\_\_\_\_ of Gulfmet Holdings Corporation, a Delaware corporation, on behalf of such corporation.

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

My Commission Expires:

(Name) \_\_\_\_\_

THE STATE OF NEW YORK §  
§  
COUNTY OF NEW YORK §

This instrument was acknowledged before me on the 27 day of November, 1991, by BARBARA A. WHELAN, the VICE PRESIDENT of Citibank, N.A., a national banking association, on behalf of such corporation.

Mary Taylor  
\_\_\_\_\_  
Notary Public in and for  
the State of New York

My Commission Expires:

(Name) MARY TAYLOR

3-6-93

MARY TAYLOR  
Notary Public, State of New York  
No. 41-4847969  
Qualified in Queens County  
Certificate filed in New York County  
Commission Expires March 6, 1993

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08931169.B  
MZC#1

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ADDITIONAL INFORMATION  
FROM THE COOK COUNTY CLERK'S OFFICE  
RECORDS SECTION  
SEARCHED INDEXED SERIALIZED  
FILED IN 1988 OCT 10 AM 10:00  
CLERK OF COOK COUNTY

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## Exhibit A

Lots 1 through 7, inclusive, in Block 46 in Elston's Addition to Chicago, being a Subdivision of part of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

### ALSO DESCRIBED AS:

Lots 1 to 7 both inclusive, in Block 46 in Chicago Land Company's Resubdivision of Blocks 36, 37, 46, 47, 48, 55, 56, 62, 63, 70, 71, 74 and 84, together with Lot 1 in Block 50, all in Elston's Addition to Chicago, in the North East 1/4 of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

PIN # 17-05-212-001  
17-05-212-002  
17-05-212-003  
17-05-212-004  
17-05-212-005

Common Address: 1001 W Weed St., Chicago, IL

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