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WARRANTY DEED
ILLINOIS STATUTORY
(Individual to Individual)

96273690

MAIL TO:

Patrick J. Cullerton, Esq.
140 S. Dearborn, Suite 1400
Chicago, IL 60603

NAME & ADDRESS OF
TAXPAYER:

Dennis J. Chiappetti
8025 Cambridge
Orland Park, IL 60462



DEPT-01 RECORDING \$25.00
T56666 TRAN 9327 04/11/96 15:16:00
45251 + JM *-96-273690
COOK COUNTY RECORDER

THE GRANTOR(S) Dennis J. Chiappetti and Becky G. Chiappetti, husband and wife, as Joint Tenants
of the City _____ of Orland Park _____, County of Cook _____, State of Illinois _____ for and
in consideration of Ten and 00/100 _____ DOLLARS and
other good and valuable consideration in hand paid, CONVEY(S) AND WARRANT(S) to Dennis J. Chiappetti
and Becky G. Chiappetti, husband and wife, not as Joint Tenants, not as Tenants in Common but as Tenants by the
Entirety _____ of
8025 Cambridge _____ (Grantee's Address) in the _____ City _____ of _____ Orland Park _____,
County of Cook _____, State of Illinois _____, all interest in the following described
real estate situated in the County of Cook _____, in the State of Illinois, to wit:

Lot 4 in Gallagher and Henry's Ishnala Unit Number 12, a Subdivision of Part of the East Half in
the Southeast Quarter of Section 2, Township 36 North, Range 12, East of the Third Principal
Meridian, in Cook County, Illinois

Permanent Index Number(s): 27-02-411-014

Property Address: 8025 Cambridge, Orland Park, Illinois

Dated this 10 of April, 1996.

DENNIS J. CHIAPPETTI

BECKY G. CHIAPPETTI

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Exempt under Paragraph E of the
Illinois Real Estate Transfer Act

K. McMahon Clerk, Agent

4/11/96
Date

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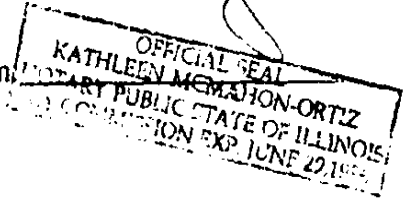
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Before me, a Notary Public in and for said County and State, personally appeared Dennis J. Chiappetti
and Becky G. Chiappetti, who acknowledged that they did sign the foregoing
instrument as their free and voluntary act for the purposes therein set forth, including the release and waiver of the
right of homestead.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____
this 16th day of April, 1996.

Kathleen McMahon-Ortiz
Notary Public

My Commission Expires on _____



MAIL TO:

Patrick J. Cullerton, Esq.
(NAME)
140 S. Dearborn, Suite 1400
(ADDRESS)
Chicago, IL 60603
(CITY, STATE, ZIP)

SEND SUBSEQUENT TAX BILLS TO:

Dennis J. Chiappetti
(NAME)
8025 Cambridge
(ADDRESS)
Orland Park, IL 60452
(CITY, STATE, ZIP)

This instrument was prepared by:

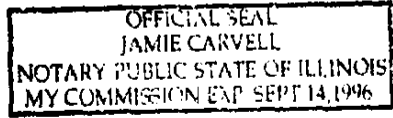
0699-056
Patrick J. Cullerton, Esq.
Fagel & Haber
140 S. Dearborn
Suite 1400
Chicago, IL 60603

STATEMENT BY GRANTOR AND GRANTEE
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The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated April 10, 1996 Signature: Kathleen W. Mahon-Orz
Grantor or Agent

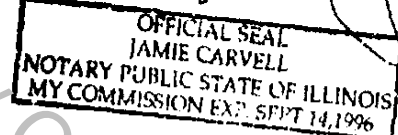
Subscribed and sworn to before me by the said Kathleen W. Mahon-Orz this 10th day of April, 1996.
Notary Public Jamie Carvell



The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated April 10, 1996 Signature: Kathleen W. Mahon-Orz
Grantee or Agent

Subscribed and sworn to before me by the said Kathleen W. Mahon-Orz this 10th day of April, 1996.
Notary Public Jamie Carvell



NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

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[Subsidiary Security Agreement - BLSC]

Exhibit A to UCC-1 Financing Statement made by Bliss & Laughlin Steel Company, as Debtor, in favor of United States Trust Company of New York, as Collateral Agent for the holders of the Notes, as Secured Party _____

1. Collateral. The items or types of collateral covered by this financing statement are the following, whether now existing or hereafter arising or acquired (the "Collateral"):

- (i) all Equipment;
- (ii) all Intellectual Property;
- (iii) all Goodwill;
- (iv) all Intangibles;
- (v) all Documents;
- (vi) the Acquisition Document Rights;
- (vii) the Collateral Accounts and all Collateral Account Funds;
- (viii) all Miscellaneous Collateral, and
- (ix) all Proceeds of any of the property specified in clauses (i) through (viii) hereof.

2. Operative Document. This financing statement relates to a certain subsidiary security agreement (as it may be amended, supplemented or modified from time to time, the "Agreement") made by Debtor, as pledgor, in favor of Secured Party, as collateral agent.

3. Definitions. As used herein, the following terms have the following meanings. Such definitions shall be equally applicable to the singular and plural forms of the terms defined. All terms used herein which are defined in the UCC shall have the meanings set forth in the UCC unless otherwise defined herein.

"Accounts" shall mean, collectively, all "accounts" as such term is defined in the UCC, and in any event shall

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include, without limitation, any and all (i) accounts, accounts receivable, margin accounts, futures positions, book debts, instruments, documents, contracts, contract rights, choses in action, notes, drafts, acceptances, chattel paper, and other forms of obligations and receivables now or hereafter owned or held by or payable to Debtor relating in any way to Inventory or arising from the sale or lease of Inventory or the rendering of services by Debtor, including the right to payment of any interest or finance charge with respect thereto, together with all merchandise represented by any of the accounts, (ii) all such merchandise that may be reclaimed or repossessed or returned to Debtor, (iii) all of Debtor's rights as an unpaid vendor, including stoppage in transit, reclamation, replevin and sequestration, (iv) all pledged assets and all letters of credit, guarantee claims, Liens, and security interests held by or granted to Debtor to secure payment of any accounts and which are delivered for or on behalf of any account debtor, (v) all accessions to all of the foregoing described properties and interests in properties, (vi) all guarantees, endorsements and indemnifications on, or of, any of the foregoing, (vii) all customer lists and invoices and (viii) all general intangibles, documents and proceeds relating to any of the foregoing.

"Acquisition Document Rights" shall mean, collectively, all of Debtor's rights, title and interest in, to and under the Acquisition Documents including without limitation, (a) all rights and remedies relating to monetary damages, including indemnification rights and remedies and claims for damages or other relief pursuant to or in respect of the Acquisition Documents, (b) all rights and remedies relating to monetary damages, including indemnification rights and remedies, and claims for monetary damages under or in respect of the agreements, documents and instruments referred to in the Acquisition Documents or related thereto and (c) all proceeds, collections, recoveries and rights of subrogation with respect to the foregoing.

"Acquisition Documents" shall mean, collectively, that certain amended agreement and plan of merger, dated as of October 18, 1995, by and among the Bar Technologies Inc. (formerly known as BRW Steel Corporation), B&L Acquisition Corporation and Bliss & Laughlin Industries Inc., and all documents, agreements and other instruments executed and/or delivered in connection therewith or related thereto, each as amended, amended and restated, supplemented, extended, renewed, replaced or otherwise modified from time to time.

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"Cash Equivalents" shall have the meaning assigned to such term in the Agreement.

"Collateral Account Funds" shall mean, collectively, all of the funds from time to time on deposit in the Collateral Accounts; all investments of such funds (including, without limitation, Cash Equivalents) and all certificates and instruments from time to time representing or evidencing such investments; all notes, certificates of deposit, checks and other instruments from time to time hereafter delivered to or otherwise possessed by the Secured Party for or on behalf of Debtor in substitution for, or in addition to, any or all of the Collateral; and all interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the items constituting Collateral.

"Collateral Accounts" shall mean the collateral accounts established and maintained in accordance with the provisions of the Intercreditor Agreement in respect of the Collateral.

"Copyrights" shall mean, collectively, copyrights, whether statutory or common law, and all applications, registrations and recordings relating to such copyrights in the United States Copyright Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the copyrights and applications, registrations and recordings described in Schedule A annexed hereto, together with any and all (i) rights and privileges arising under applicable law with respect to Debtor's use of any copyrights, (ii) reissues, extensions, continuations and renewals thereof, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof.

"Documents" shall mean, collectively, all "documents", as such term is defined in the UCC, relating to any of the Collateral and shall also include, without limitation, any and all lists, books, records, ledgers, printouts, computer programs, computer disks or tape files, computer runs and other computer prepared information, files (whether in printed form

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or stored electronically), tapes and other papers or materials containing information relating to any of the Collateral.

"Equipment" shall mean, collectively, all "equipment", as such term is defined in the UCC, located at or used in connection with the operation of Debtor's business conducted at any Real Estate, whether or not affixed to any Real Estate, and shall specifically include, without limitation, (i) goods which would be considered a "fixture" under Section 9-313 of the UCC or otherwise would be considered a "fixture" or a part of the Real Estate under applicable law, except for Real Estate Fixtures, (ii) all machinery, facilities, installations, apparatus, equipment, office machinery, electronic data processing equipment, computers and computer hardware and software (whether owned or licensed), all indoor or outdoor furniture, tools, materials, automotive equipment, motor vehicles, manufacturing, storage and handling equipment, overhead cranes, cutting and bending machines and other equipment for the fabrication of steel bars, rods and wire products, furnaces, electric arc furnaces, ladle arc furnaces, billet mills, reheat furnaces, rolling mills, conveyors, coilers, cooling beds and all other equipment of any kind or nature and owned by Debtor or in which Debtor may have any interest (but only to the extent of such interest), (iii) all modifications, renewals, improvements, alterations, repairs, substitutions, attachments, additions, accessions and other property now or hereafter affixed thereto or used in connection therewith and (iv) all replacements and all parts therefor.

"Goodwill" shall mean all goodwill connected with the use of, and symbolized by, any of the Intellectual Property.

"Intangibles" shall mean, collectively, all "general intangibles", as such term is defined in the UCC, relating to any of the Collateral and, in any event, shall include, without limitation, any and all contract rights, goodwill (other than Goodwill), descriptions, name plates, claims, choses-in-action, causes of action, catalogs, confidential information, consulting agreements, engineering contracts, and such other assets which relate to the goodwill (other than Goodwill) of the business of Debtor and rights to refund or indemnification to the extent the foregoing relate to Collateral, deposits and deposit accounts, letters of credit, documents, instruments, chattel paper, bankers' acceptances and guarantees, and income tax refunds to the extent relating to Collateral, claims for tax or other refunds against any city, county or state or federal government, or any agency or authority or other subdivision

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thereof relating to Collateral, corporate or other business records relating to Collateral and all other general intangibles of every kind and description relating to Collateral.

"Intellectual Property" shall mean, collectively, all Copyrights, Patents, Trademarks and Licenses.

"Intercreditor Agreement" shall have the meaning ascribed to that term in Paragraph 4 of this Exhibit A.

"Inventory" shall mean, collectively, all "inventory" (as such term is defined in the UCC) of Debtor wherever located and, in any event shall include, without limitation, all goods, merchandise, raw materials, supplies (other than supplies which would constitute spare parts), work-in-process and finished goods intended for sale or lease, of every kind and description now or at any time hereafter owned by Debtor, together with all the containers, packing, packaging, shipping and similar materials related thereto, and including such inventory as is temporarily out of Debtor's custody or possession and items in transit and including any returns and repossessions upon any accounts, documents, instruments or chattel paper relating to or arising from the sale of inventory (as such documents, instruments or chattel paper relate to the sale of such inventory) and including, without limitation, all other classes of merchandise, materials, parts, supplies, work-in-process, inventories and finished products intended for sale by Debtor and all substitutions therefor or replacements thereof, and all additions and accessions thereto and all general intangibles, documents and proceeds relating to any of the foregoing.

"Licenses" shall mean, collectively, all license and distribution agreements with any other party with respect to a Patent, Trademark or Copyright, whether Debtor is a licensor or licensee, distributor or distributee under any such license or distribution agreement, including, without limitation, the license and distribution agreements listed in Schedule B annexed hereto, along with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, royalties, damages and payments now and hereafter due and/or payable to Debtor with respect thereto, including, without limitation, damages and payments for past or future infringements or violations thereof and (iii) rights to sue for past, present and future infringements or violations thereof; provided, however, that Licenses shall not include any existing license or distribution agreement which by its terms expressly and unconditionally prohibits assignment, transfer or the grant

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of a security interest by Debtor or gives the other party thereto the right to terminate the same upon an assignment or transfer thereof, or the grant of a security interest therein; provided, further, that Debtor shall use commercially reasonable efforts promptly to obtain consent to the granting of a security interest to the Secured Party, in any such license or distribution agreement which is necessary for the operation of Debtor's business and at such time as such consent is obtained, such license or distribution agreement shall constitute a License hereunder.

"Lien" means any mortgage, lease, lien (statutory or other), pledge, security interest, encumbrance, claim, hypothecation, assignment for security, deposit arrangement or preference or other security agreement of any kind or nature whatsoever. For purposes of the Agreement, a person shall be deemed to own subject to a Lien any property which it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement.

"Miscellaneous Collateral" shall mean all existing and future property and assets of Debtor, whether tangible or intangible, fixed or liquid, other than (i) Collateral (excluding Collateral of the type described in clause (viii) of Paragraph 1 of this Exhibit A), (ii) Real Estate, (iii) Accounts and Inventory and (iv) real property, fixtures, machinery and equipment located in Cartersville, Bartow County, Georgia and general intangibles, documents and proceeds to the extent relating thereto.

"Notes" shall mean the \$91,609,000 principal amount of 13 1/2% Senior Secured Notes due 2001, Series A and Series B, issued by Bar Technologies Inc. and any exchange notes issued in respect thereof, each in accordance with the terms of that certain Indenture dated as of April 1, 1996 among Bar Technologies Inc., each subsidiary of Bar Technologies Inc. and the Collateral Agent.

"Patents" shall mean, collectively, all patents and all applications, registrations and recordings relating thereto as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, those patents, applications, registrations and recordings described in Schedule C annexed hereto, together with any and

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all (i) rights and privileges arising under applicable law with respect to Debtor's use of any patents, (ii) inventions and improvements described and claimed therein, (iii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (iv) income, fees, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (v) rights corresponding thereto throughout the world, and (vi) rights to sue for past, present and future infringements thereof.

"Person" shall mean any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, charitable foundation, unincorporated organization, government or agency or political subdivision thereof or any other entity.

"Proceeds" shall have the meaning assigned to the term "proceeds" under the UCC and, in any event, shall include, without limitation, any and all (i) proceeds of any insurance (except payments made to a Person that is not a party to the Agreement), indemnity, warranty, guarantee or claim payable to the Secured Party or to Debtor from time to time with respect to any of the Collateral, (ii) payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental authority (or any person acting under color of a governmental authority), (iii) products of the Collateral and (iv) other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Real Estate" shall mean, collectively, all estates, rights and interests of Debtor in (i) the real property located in (a) Harvey, Illinois, (b) Batavia, Illinois and (c) Medina, Ohio and all appurtenances relating or appertaining thereto, (ii) all existing buildings, structures and other improvements located or erected thereon, (iii) all Real Estate Fixtures, (iv) all permits, licenses, franchises, certificates, consents, approvals and authorizations furnished in respect of the real property and improvements located thereon including, without limitation, building permits, certificates of occupancy and environmental certificates, (v) all leases, licenses and occupancy and concession agreements in respect of the real property and improvements located thereon and all rents, receipts, fees and other amounts payable thereunder, (vi) all general

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intangibles relating to any of the foregoing, (vii) all documents relating to any of the foregoing and (viii) all proceeds of any of the foregoing; provided, however, that Real Estate shall in no event include (A) any item of property described in clauses (i) through (v) of this definition which is integral to the manufacturing or other business operations conducted by Debtor at any real property as opposed to the occupancy (or customarily used by occupants in connection with the occupancy) of the land or the operation of the buildings, structures and improvements located thereon as such and (B) any general intangibles, documents or proceeds relating to any property excluded from this definition by clause (A) of this proviso.

"Real Estate Fixtures" shall mean only such "equipment" as defined in the UCC which is (i) affixed to any Real Estate, (ii) considered a fixture or a part of the Real Estate under applicable law and (iii) integral to the occupancy or customarily used by occupants in connection with the occupancy of the land or the operation of the buildings, structures and improvements thereon as such, as opposed to manufacturing or other business operations conducted therein or therefrom and, in any event, shall include, without limitation, all switchboards, utility systems, sprinkler and alarm systems or other fire prevention or extinguishing apparatus and materials, HVAC equipment, boilers, oil boilers, telecommunications equipment, refrigeration, electronic monitoring, water or lighting systems, power, sanitation, waste removal, pollution abatement or control, elevators, window cleaning, maintenance or other systems or equipment, appliances or supplies, all heating apparatus, generators, plumbing, lighting and gas fixtures, laundry, ventilating and airconditioning equipment, all awnings, blinds, screens, storm sash, pumping equipment, electrical equipment, including transformers, radiators and piping, coal stoves, plumbing and bathroom fixtures, wash-tubs, sinks, stoves, ranges, window shades, motors, generators, dynamos, kitchen cabinets, incinerators, plants and shrubbery and all other articles used or useful in connection with the use, operation, maintenance or repair of any part of the Real Estate, together with any and all modifications, renewals, improvements, alterations, repairs, substitutions, attachments, additions, accessions and other property now or hereafter affixed thereto or used in connection therewith, all replacements and all parts therefor, and together with all substitutes for any of the foregoing.

"Trademarks" shall mean, collectively, all trademarks (including service marks), trademark registrations, trade

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styles and trade names and applications therefor as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademark registrations and applications therefor listed in Schedule D annexed hereto, together with any and all (i) rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) all rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof.

"UCC" shall mean the Uniform Commercial Code as in effect in any applicable jurisdiction.

4. Intercreditor Agreement. The lien and security interest evidenced by this financing statement shall (i) in all respects be subject to the provisions of that certain amended and restated intercreditor and subordination agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), dated as of April 2, 1996, by and among United States Trust Company of New York ("U.S. Trust"), as Collateral Agent, U.S. Trust, as Trustee (as defined therein) with respect to the Senior Secured Notes (as defined therein), Bethlehem Steel Corporation, the Pennsylvania Lenders (as defined therein), the Lackawanna Lenders (as defined therein), Chemical Bank, as Agent (as defined therein), Rokop Corporation, those parties which in the future become Government Lenders and/or Notes Refinancing Lenders (each as defined therein), Bar Technologies Inc. (formerly BRW Steel Corporation), Bliss & Laughlin Industries Inc., Debtor, Canadian Drawn Steel Company, and each of the other parties from time to time made party thereto and (ii) as to each particular item or type of collateral covered hereby, have the priority and lien position which the Secured Party is intended to have with respect to such item or type of collateral as contemplated in the Intercreditor Agreement.

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SCHEDULE A

COPYRIGHTS

TITLE OF WORK

REFERENCE NO.

REGISTRATION NO.

NONE.

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SCHEDULE B

LICENSES

EXPIRES

PATENT NO.

REFERENCE NO.

NONE.

TITLE/COUNTRY

Property of Cook County Clerk's Office

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SCHEDULE C

PATENTS

EXPIRES

PATENT NO.

REFERENCE NO.

NONE.

TITLE / COUNTRY

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SCHEDULE D

TRADEMARKS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
BL	1,776,238	June 5, 1993
Fire-Bar	1,783,841	July 27, 1993
Fire-Bar ASTM A-311	1,786,467	August 10, 1993

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