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Robert C. Nash, Esq.
Chapman and Cutler
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LEGAL DESCRIPTION AFFECTS PROPERTY OF
CITY OF CHICAGO AND OTHER PROPERTY

12-6-81

NOT RECORDED

(the "Mortgage")

as Trustees

LESE AMATO,

AND

THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION

TO

(the "Company")

THE UNO-YEN COMPANY

FROM

Dated as of December 1, 1989

MORTGAGE

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D. The Notes and all principal thereof, premium, if any, and interest thereon and all additional amounts and other sums at any time due and owing from, and

C. In order to secure the payment of the Notes, the Company has, among other things, entered into this Mortgage.

3. The Company and each of the banks named on the signature pages to the Loan Agreement (the "Banks") have executed and delivered the Loan Agreement dated as of December 1, 1989 (the "Loan Agreement"), providing for the commitment of the Banks to make loans to be evidenced by the Company's promissory notes in aggregate principal amount not exceeding \$75,000,000 (the "Bank Notes") and the Company and each of the institutions named on Schedule I attached to the Note Purchase Agreements (the "Initial Series A Holders") have executed and delivered the Note Purchase Agreements, each dated as of December 1, 1989 (the "Note Agreements", the Note Agreements and the Loan Agreement being collectively referred to as the "Fixed Asset Financing Agreements"), providing for the commitment of the Initial Series A Holders to purchase the 10.10% Senior Secured Notes, Series A, due December 1, 2003 in aggregate principal amount not exceeding \$175,000,000 (the "Bank Notes", said Bank Notes and the Bank Notes, together with the Improvement Notes (as hereinafter defined), being hereinafter referred to collectively as the "Notes"). The Bank Notes will be dated the date of issue, and will bear interest from the date of issue until maturity at a floating rate based upon the LIBOR Rate, as provided in the Loan Agreement, and on the dates provided in the Loan Agreement, will bear interest on any overdue principal (including any overdue payment of principal) and the premium, if any, and (to the extent permitted by law) on overdue installments of interest at the Overdue Rate after the due date thereof, whether by acceleration or otherwise, until paid, will be subject to the required prepayments and will mature on December 1, 1995 and will be substantially in the form of Exhibit A attached to the Loan Agreement. The Bank Notes will be dated the date of issue, will bear interest from the date of issue until maturity at the rate of 10.10% per annum, payable semi-annually on the first day of each June and December in each year, commencing June 1, 1990 and at maturity, will bear interest on overdue principal (including any overdue prepayment of principal) and premium, if any, and (to the extent permitted by applicable law) on overdue installments of interest at the Overdue Rate after the due day thereof, whether by acceleration or otherwise, until paid, will be subject to the required prepayments as provided in the Indenture, will mature on December 1, 2003 and will be substantially in the form of Exhibit A to the Indenture (as hereinafter defined).

A. The capitalized terms used in these Recitals and in this Mortgage shall have meanings stated in Section 1 unless the context shall otherwise require.

RECITALS

THIS MORTGAGE dated as of December 1, 1989 ("Mortgage") is from THE UNO-VEN COMPANY, an Illinois general partnership (the "Company"), having its principal office at 1650 East Golf Road, Schaumburg, Illinois 60196-1088, Attention: Vice President, Administration and Finance, to THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL BANKING ASSOCIATION, a national banking association (the "Corporate Trustee"), whose post office address is One Constitution Plaza, Hartford, Connecticut 06115-1800, Attention: Corporate Trust Department, and LESE AMATO (the "Individual Trustee"), whose post office address is One Constitution Plaza, Hartford, Connecticut 06115-1800, Attention: Corporate Trust Department, as trustees (the Corporate Trustee and the Individual Trustee being hereinafter collectively referred to as the "Mortgagee").

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consideration of the premises, the making of the loans evidenced by the Notes of the Company, in other good and valuable consideration, receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, and interest on the Notes according to their tenor and effect, and to secure the payment of all the covenants, agreements and conditions contained in the Notes, the Fixed Asset Financing Agreements, the Indenture, this Mortgage and the other Security Documents and all other agreements of the Company, securing the Notes, the Company does hereby warrant, mortgage, pledge, assign, bargain, hypothecate, convey, grant, sell, transfer and set over, unto the Mortgagee and its successors in trust and assigns, in and to all and singular the following described properties, interests and privileges and all of the Company's estate, right, title and interest therein, thereto and thereunder (all of which properties hereby mortgaged, assigned and pledged or intended so to be are hereinafter collectively referred to as the "Mortgaged Property");

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That the Company, in consideration of the sum of Ten Dollars received by the Company from the Mortgagee and other good and valuable consideration, receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, and interest on the Notes in an aggregate principal amount of \$250,000.00, together with premium, if any, payable in respect thereof and interest from time to time accrued thereon, and together with improvement Notes in an aggregate principal amount not exceeding \$75,000.00, unpaid balances of advances made with respect to the Mortgaged Property for the payment of taxes, assessments, insurance premiums or other costs incurred for the protection of the Mortgaged Property or the exercise of rights and remedies hereunder, including without limitation reasonable attorneys fees and all other indebtedness hereby Secured. The total aggregate amount of indebtedness hereby Secured shall not exceed \$750,000.00.

G. The Company and the Mortgagee intend that this Mortgage secures the Notes in an aggregate principal amount of \$250,000.00, together with premium, if any, payable in respect thereof and interest from time to time accrued thereon, and together with improvement Notes in an aggregate principal amount not exceeding \$75,000.00, unpaid balances of advances made with respect to the Mortgaged Property for the payment of taxes, assessments, insurance premiums or other costs incurred for the protection of the Mortgaged Property or the exercise of rights and remedies hereunder, including without limitation reasonable attorneys fees and all other indebtedness hereby Secured. The total aggregate amount of indebtedness hereby Secured shall not exceed \$750,000.00.

E. The Company is duly authorized under all applicable provisions of law and its partnership agreement to issue the Notes, to execute and deliver this Mortgage and to mortgage, convey and assign the "Mortgaged Property" (as hereinafter defined) to the Mortgagee as security for the Notes and all partnership action and all consents, approvals and other authorizations and all other acts and things necessary to make this Mortgage valid, binding and legal instrument for the security of the Notes have been done and performed.

(including without limitation all indemnification and other payments due and owing pursuant to Section 5 thereof and pursuant to any interest rate Protection Agreement entered into in respect of the Bank Notes in an amount up to, but not exceeding, \$7,500,000), the Note Agreements, the Indenture (including without limitation all indemnification and other payments due and owing pursuant to Section 12.1 thereof and all indebtedness outstanding under the Indenture in addition to the Notes), this Mortgage, the Security Agreement and the other Security Documents are hereinafter sometimes referred to as the "Indebtedness Hereby Secured."

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All judgments, awards of damages, settlements and other compensation heretofore or hereafter made resulting from condemnation proceedings or the taking of the Property described in Granting Clause First or any part thereof or other appurtenances now or at any time hereafter located thereon or any easement or right (including any thereon under the power of eminent domain, or any similar power or right) including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for the payment thereof, whether permanent or temporary, or for any damage (whether caused by such taking or otherwise) to said Property or any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including severance and consequential damage, and any award for change of grade of streets (collectively "Condemnation Awards").

GRANTING CLAUSE SECOND

The parcels of land in Cook County, State of Illinois, described in Exhibit A attached hereto and made a part hereof, together with the entire interest of the Company in and to all buildings, structures, improvements and appurtenances now standing, or at any time hereafter constructed or placed, upon such land, including all right, title and interest of the Company, if any, in and to all building material, building equipment and fixtures of every kind and nature whatsoever on said land or in any building, structure or improvement now or hereafter standing on said land which are classified as fixtures under applicable law and which are used or useful in connection with the operation, maintenance or protection of said buildings, structures and improvements as such (including, without limitation, all boilers, air conditioning, refrigerating, ventilating, plumbing, heating, lighting, incinerating and electrical systems and apparatus, all communications and electronic monitoring equipment and systems and apparatus, all fire prevention, extinguishing and sprinkler equipment and apparatus, all window and structural cleaning (e.g.), and the reversal or reversion, remainder or remainders, in and to said land, and together with the entire interest of the Company in and to all and singular the tenements, hereditaments, easements, licenses, franchises, royalties and minerals, oil and water rights, rights of way, rights, privileges and appurtenances to said land, belonging or in anywise appertaining thereto, including, without limitation, the entire right, title and interest of the Company in, to and under any streets, ways, alleys, gores or strips of land adjoining said land, and all claims or demands whatsoever of the Company either in law or in equity, in possession or expectancy, or, in and to said land, it being the intention of the parties hereto that, so far as may be permitted by law, all Property of the character hereinabove described, which is now owned or is hereafter acquired by the Company and is affixed or attached or annexed to said land, shall be and remain or become and constitute a portion of said land and the security covered by and subject to the lien of this Mortgage, together with all accessions, parts and appurtenances appertaining or attached thereto and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all thereof, and together with all rents, income, revenues, awards, issues and profits thereof (including without limitation all deposits of money as advanced rent or for security) under any and all leases or subleases or renewals or extensions thereof or under any options relating to the Mortgaged Property, including during any period allowed by law for the redemption of the Mortgaged Property after any foreclosure or other sale), and the present and continuing right (but not the obligation) to make claim for, collect, receive and receipt for any and all of such rents, income, revenues, awards, issues and profits arising therefrom or in connection therewith.

GRANTING CLAUSE FIRST

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(e) all rights and interest of the Company relating to the sale or other disposition of any of the Property described in clauses (a) through (d) immediately above contained in any contract or other agreement entered into in connection with the creation, purchase, sale or liquidation of any of the Company's Property described in said clauses (a) through (d) (including but not limited to the pledged Agreements, but excluding the Supply Agreement and the Supplemental Supply Agreement);

(d) all Documents of Title of the Company covering, evidencing or representing Inventory of the Company;

(c) all Instruments, Chattel Paper or Letters of Credit relating to the Inventory of the Company or Accounts of the Company described in clause (b) immediately above;

(b) all Accounts and General Intangibles of the Company relating to Inventory of the Company, including without limitation monies due to the Company in respect of such Accounts and General Intangibles;

(a) all Inventory of the Company, wherever located, now or hereafter existing;

There is, however, to the extent included in the lien and the operation of this Mortgage, expressly excepted and excluded from the lien and operation of this Mortgage, the following described Property of the Company, now owned or hereafter acquired (herein called "Excepted Property"):

EXCEPTED PROPERTY

All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or other liquidated claims, including, without limitation, all proceeds and payments of insurance.

GRANTING CLAUSE FIFTH

All rights in and to common areas and access roads on adjacent properties heretofore or hereafter granted to the Company and any after-acquired title or reversion in and to lots, beds of any ways, roads, streets, avenues and alleys adjoining the Property described in Granting Clause First or any part thereof.

GRANTING CLAUSE FOURTH

All Property and rights, if any, which are by the express provisions of this instrument required to be subjected to the lien hereof and any additional Property and rights that may from time to time hereafter, by writing of any kind, be subjected to the lien hereof by the Company or by anyone acting at the direction or as an agent of the Company.

GRANTING CLAUSE THIRD

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3. The Company for itself and all who may claim through or under it waives any and all right to have the Property and estates comprising the Mortgaged Property or any other Property of the Company constituting security for the indebtedness Hereby Secured marshalled upon any foreclosure of the lien hereof, or to have the Mortgaged Property hereunder and the Property covered by the Indenture, the Security Agreement or any other Security Document securing the indebtedness Hereby Secured marshalled upon any foreclosure of any of the Indenture, the Security Agreement or any other Security Document, and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Property sold as an entirety.

2. Any part of the security herein described, and any security described in the Indenture, the Security Agreement or any other Security Document or any other instrument now or hereafter given to secure the indebtedness Hereby Secured shall take released by the Mortgagee without affecting the lien hereof on the remainder or the obligations of the Company on and in respect of the Notes and any person acquiring any direct or indirect interest in the security herein described or in any Security described in the Indenture, the Security Agreement or any other Security Document or any other instrument now or hereafter given to secure the indebtedness Hereby Secured shall take in the Indenture, the Security Agreement or any other Security Document or any other instrument now or hereafter given to secure the indebtedness Hereby Secured shall take the same subject to all of the provisions hereof.

1. The Notes and all other indebtedness Hereby Secured are also to be secured by the Indenture, the Security Agreement and all other Security Documents. The Indenture, the Security Agreement and all other Security Documents are intended to and shall constitute security for the entire indebtedness represented by said Notes and all other indebtedness Hereby Secured without allocation.

It is agreed and understood by the parties hereto that:

PROVIDED, NEVERTHELESS, and these presents are upon the express condition that, if the Company performs the covenants herein contained and pays to the holders of the Notes, their successors or assigns, the full amount of all principal of, and premium, if any, and interest on the Notes and all other sums due or payable hereunder or under the Indenture or any other Security Document and all other indebtedness Hereby Secured, the estate, right and interest of the Mortgagee in the Mortgaged Property hereby conveyed shall cease and this Mortgage shall become null and void, but otherwise it shall remain in full force and effect.

TO HAVE AND TO HOLD the Mortgaged Property unto the Mortgagee, and its successors in trust, forever for the purpose of securing performance of each agreement, covenant and warranty of the Company contained herein and payment of the indebtedness evidenced by the Notes and all other indebtedness Hereby Secured;

SUBJECT, HOWEVER, as to all Property or rights in Property at any time subject to the lien hereof (whether now owned or hereafter acquired), to Permitted Encumbrances, as defined in Section 1 hereof.

- (f) the Company's interest as a partner in the assets of Needle Coker Company; and
- (g) the leasehold interest of Needle Coker Company arising by, through and under the UNO-VEN Lease.

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"Event of Loss" with respect to the buildings and improvements located on the Mortgaged Property shall mean: (a) the destruction of all or substantially all of such buildings and improvements; (b) damage to the buildings and improvements located on the Mortgaged Property to such an

"Event of Default" shall mean any events specified in Section 5 hereof.

"Default" shall mean any event which would constitute an Event of Default if any requirement in connection therewith for the giving of notice, or the lapse of time, or the happening of any further condition, event or action had been satisfied.

"Controlled Affiliate" shall have the meaning assigned thereto in the Indenture.

"Company" means The UNO-VEN Company, an Illinois General partnership, together with any Person succeeding thereto by merger, consolidation or acquisition of its assets substantially as an entirety.

"Collateral" shall have the meaning assigned thereto in the Indenture.

"Authorized Officer" shall mean the Chief Executive Officer, the Vice President, Administration and Finance, the Treasurer or the Comptroller of the Company.

"Asset Agreement" shall have the meaning assigned thereto in the Indenture.

"Accounts", "Chattel Paper", "Documents of Title", "General Intangibles", "Instruments", "Leasehold" and "Letters of Credit" shall each have the meaning set forth in Uniform Commercial Code.

The following terms shall have the following meanings for all purposes of this Mortgage:

SECTION 1. DEFINITIONS.

4. Upon the occurrence of an Event of Default hereunder, the Mortgagee has, among other things, the right to foreclose on the Mortgaged Property and dispose of the same. The Mortgagee's deed or other instrument of conveyance, transfer or release (which may be in the name of the Mortgagee or as attorney-in-fact for the Company, and the Mortgagee is hereby irrevocably appointed attorney-in-fact for the Company to execute any such deed or other instrument of conveyance, transfer or release in the name of the Company following foreclosure on the Mortgaged Property) shall be effective to convey and transfer to the grantee an indefeasible title to the Property covered thereby, discharged of all rights of redemption by the Company or any Person claiming under it, and to bar forever all claims by the Company or the Mortgagee to the Property covered thereby and no grantee from the Mortgagee shall be under any duty to inquire as to the authority of the Mortgagee to execute the same, or to see to the application of the proceeds of the Mortgagee to execute the same, or to see to the application of the

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"Hazardous Substance" shall mean any hazardous or toxic material, substance or waste, pollutant or contaminant which is regulated under any statute, law, ordinance, rule or regulation of any local, state, regional or federal authority having jurisdiction over the Property of the Company and its Controlled Affiliates or its use, including but not limited to any material, substance or waste which is: (a) defined as a hazardous substance under Section 311 of the Federal Water Pollution Control Act (33 U.S.C. 51317) as amended; (b) regulated as a hazardous waste under Section 1004 of the Federal Resource Conservation and Recovery Act (42 U.S.C. 56901 et. seq.) as amended; (c) defined as a hazardous substance under Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, (42

"Fixed Asset Financing Agreements" shall have the meaning assigned thereto in the Recitals to this Mortgage.

or by-products and the rules or regulations promulgated hereunder. Hazardous Substances or crude oil, fractious petroleum, petroleum derivatives cleanup or other actions with respect to the release or threatened release of similar matters, and any state statute providing for financial responsibility for Community Right-to-Know Act of 1986, and any state statutes addressing 1984, the Occupational Safety and Health Act, the Emergency Planning and Recovery Act as amended by the Solid and Hazardous Waste Amendments of Act of 1986, the Solid Waste Disposal Act, the Resource Conservation and Liability Act as amended by the Superfund Amendments and Reauthorization Control Act, the Comprehensive Environmental Response Compensation and Pollution Control Act, the Safe Drinking Water Act, the Toxic Substances Act, the Clean Air Act, the Federal Water without limitation the following: the operation, construction or modification of any thereof, including case applicable to the Property of the Company and its Controlled Affiliates notice or demand issued pursuant to such law, statute or ordinance, in each release of gas, or liquid hazardous substances and any regulation, order, to toxic or hazardous materials, to the handling, transportation, discharge or oil, fractious petroleum, petroleum derivatives or by-products, or to exposure or management of hazardous or solid waste, or Hazardous Substances or crude of polychlorinated byphenyls or asbestos, to the disposal, treatment, storage groundwater, to the withdrawal or use of groundwater, to the use and handling relating to releases, discharges or emissions to air, water, land or including, without limitation, any such applicable law, statute or ordinance, statute or ordinance relating to public health, safety or the environment, "Environmental Legal Requirement" shall mean any applicable law,

extent that in the sole judgment of the Executive Committee of the Company, the repair of such buildings and improvements is impractical or uneconomical; or (c) the condemnation, confiscation or seizure of, or regulation of title to or use of, the Mortgaged Property or any part or portion thereof by an act of the United States government by any state or local authority or any instrumental-ty or agency of any thereof for a definite term which extends beyond the maturity date of the Notes or for an indefinite term if such regulation in fact continues for more than 180 days, which condemnation, confiscation, seizure or regulation in the sole judgment of the Executive Committee of the Company makes operation of the Mortgaged Property impractical or uneconomical.

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"Person" shall mean an individual, partnership, corporation, trust or unincorporated organization, and a government or agency or political subdivision thereof.

"Permitted Encumbrances" shall mean the liens described in clauses (a)(i) through (v) of Section 2.8 of this Mortgage.

"Partner" shall have the meaning assigned thereto in the Indenture.

"Overdue Rate" means interest at a rate per annum equal to the lesser of (a) the highest rate permitted by applicable law and (b)(i) in the case of the Bank Notes, the Overdue Rate (as defined in the Loan Agreement), (ii) in the case of the Bank Notes and all Improvement Notes and in the case of advances by the Mortgagee, the greater of 12.10% per annum or the rate of interest which Morgan Guaranty Trust Company of New York, New York, New York announces from time to time as its prime lending rate, as in effect from time to time, plus 2%, and (iii) in the case of Improvement Notes at the rate provided for in connection with the issuance thereof pursuant to Section 2.2 of the Indenture. The Overdue Rate shall in any case be computed on the basis of a 360-day year of twelve 30-day months.

"Officers Certificate" means a certificate signed by an Authorized Officer of the Company.

"Needle Coker Company" shall have the meaning assigned thereto in the Indenture.

"Mortgage" shall mean the Mortgage, and any successor thereto or as co-trustee appointed pursuant to Section 8 of the Indenture, to the extent required by law to permit the exercise of any remedies pursuant to Section 5 of this Mortgage and for any other purpose hereunder shall mean the Mortgage.

"Interest Rate Protection Agreement" shall have the meaning assigned thereto in the Indenture.

"Indenture" shall mean that certain Trust Indenture dated as of the date hereof from the Company to the Mortgagee, as trustee as from time to time supplemented or amended.

"Indebtedness Hereby Secured" shall have the meaning assigned thereto in the Recitals to this Mortgage.

"Indebtedness" shall have the meaning assigned thereto in the Indenture.

"Improvement Notes" shall have the meaning assigned thereto in the Indenture.

U.S.C. §9601 et. seq.) as amended, (d) defined or regulated as a hazardous substance or hazardous waste under any rules or regulations promulgated under any of the foregoing statutes.

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2.1. Indenture, Security Agreement, Security Documents, Etc. Each and all of the terms, provisions, restrictions, covenants and agreements set forth in the indenture, the Security Agreement and all other Security Documents, and in each and every supplement thereto or amendment thereto, which may at any time or from time to time be executed and delivered by the parties thereto or their successors and assigns, are incorporated herein by reference to the same extent as though each and all of said terms, provisions, restrictions, covenants and agreements were fully set out herein and as though any amendment or supplement to the indenture, the Security Agreement or any other Security Document, as the case may be, were fully set out in an amendment or supplement to this Mortgage and the Company does hereby covenant and agree well and truly to abide by, perform and be governed and restricted by each and all of the matters provided for by the indenture, the Security Agreement and any other Security Document and so incorporated herein to the same extent and with the same force and effect as if each and all of said terms, provisions, restrictions, covenants and agreements so incorporated herein by reference were set out and repeated herein at length. Without limiting the foregoing, the Company covenants and agrees to pay all taxes (other than taxes imposed on the net income of the holders of the Notes), assessments and governmental charges or levies imposed upon this Mortgage or the Notes or any other indebtedness hereby secured, excepting only such taxes, assessments, charges or levies which the Company is contesting within the limitations of Section 2.7(b) hereof.

The Company covenants, warrants and agrees as follows:

SECTION 2. GENERAL COVENANTS AND WARRANTIES.

Words and phrases not otherwise defined in this Section 1 shall have the meanings assigned thereto in the Indenture.

"UNO-VEN Lease" shall mean that certain Lease dated the date hereof between the Company and Needle Coker Company.

"Security Documents" shall mean collectively this Mortgage, the Indenture, all other mortgages granted by the Company to the Mortgagee, the Fixed Asset Financing Agreements, the Security Agreement, all security instruments and agreements entered into in connection with the issuance of Improvement Notes and all replacements, renewals or substitutions of any of the foregoing.

"Security Agreement" means the Security Agreement dated the date hereof between the Company, as debtor, and the Mortgagee, as secured party, as the same may from time to time be supplemented or amended.

"Property" shall mean any interest in any kind of property or asset whether real, personal or mixed, or tangible or intangible.

"Pledged Agreements" shall mean the Related Agreements (as such term is defined in the Asset Agreement), together with any other contract or other agreement entered into in connection with the creation, purchase, sale or liquidation of any of the Collateral, but excluding the Supply Agreement and Supplemental Supply Agreement.

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2.2. Ownership of Mortgaged Property. The Company covenants and warrants that it has good and marketable title to, and is in possession of, the Mortgaged Property, free and clear of all liens, charges and encumbrances whatever except Permitted Encumbrances, and that the Company has full right, power and authority to convey, transfer and mortgage the same to the Mortgagee for the uses and purposes in this Mortgage set forth and subject to the terms of this Mortgage. Company will warrant and defend the title to the Mortgaged Property against all claims and demands whatsoever.

2.3. Further Assurances. The Company will, at its own expense, do, execute, acknowledge and deliver all and every further act, deed, conveyance, transfer and assurance necessary or proper for the better conveying, assigning and confirming unto the Mortgagee all of the Mortgaged Property, or Property intended so to be, whether now owned or hereafter acquired.

2.4. Payment of Principal and Interest. The Company will duly and punctually pay the principal of, and premium, if any, and interest, including interest at the Overdue Rate if due and owing, on the Notes, and will pay all other indebtedness Hereby Secured as and when the same or any part thereof becomes due and payable.

2.5. Maintenance of Mortgaged Property, Other Liens, Compliance with Laws, etc. (a) Without limiting the provisions of Section 3.4 of the Indenture, the Company shall: (i) subject to Sections 3 and 4 hereof, promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Mortgaged Property which may become damaged or be destroyed, whether by casualty, condemnation or otherwise; (ii) keep the buildings and improvements now or hereafter on the Mortgaged Property in good operating condition and repair, ordinary wear and tear excepted, without waste or deterioration, and free from all claims, liens, charges and encumbrances excepting only Permitted Encumbrances and claims, liens, charges and encumbrances which the Company is permitted to contest within the limitations of Section 2.7(b) hereof; (iii) pay when due any indebtedness which may be secured by a lien or charge on the Mortgaged Property and upon request exhibit satisfactory evidence of the discharge of such lien to the Mortgagee, provided that the foregoing need not be paid while being contested in good faith and by appropriate proceedings; (iv) pay all operating costs of the Mortgaged Property when due, but without limiting the right of the Company to dispute the applicability or amount thereof in good faith and by appropriate proceedings; (v) complete, within a reasonable time, any building or other improvements at any time in the process of erection on the Mortgaged Property; (vi) refrain from any action and correct any condition which would materially increase the risk of fire or other hazard to the Mortgaged Property or any portion thereof (the phrase "materially increase the risk of fire or other hazard to the Mortgaged Property" shall mean for purposes of this clause (vi) any act or event the occurrence of which would materially increase the amount of the insurance premium required by the insurance carrier underwriting the insurance against such acts or events, or would cause such insurance carrier to refuse to underwrite insurance against the occurrence of such acts or events or would cause such insurance carrier to cancel its insurance policy due to the occurrence of such acts or events); (vii) comply in all material respects with any restrictions and covenants of record with respect to the Mortgaged Property and the use thereof, and observe and comply in all material respects with any conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including without limitation zoning variances, special exceptions and nonconforming uses), privileges, franchises and concessions that are necessary in any material respect to the conduct by the Company of its business operations on the

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(ii) fail to comply in all material respects with any response, removal or remediation steps, or other clean-up, as required under any

(i) treat or dispose of hazardous waste, as regulated under the Resource Conservation and Recovery Act, 42 U.S.C. 5 8901 et seq., or dispose of Hazardous Substances on the Mortgaged Property;

Without limiting the foregoing, the Company shall not:

(c) Without limiting the provisions of Section 3.3(b) of the Indenture, the Company shall comply in all material respects with all requirements of statutes, ordinances, rules, regulations, orders, decrees and other requirements of law, including without limitation Environmental Legal Requirements, relating to the Mortgaged Property or any part thereof by any Federal, state or local authority or any other regulatory body or authority having or purporting to have jurisdiction over or in respect of the Mortgaged Property, provided that the Company need not comply with any such requirement if the validity or applicability thereof, as the case may be, is being contested by the Company in good faith and by appropriate proceedings.

(d) The Company may, at its expense, (i) construct upon the Mortgaged Property additional buildings, structures and other improvements and (ii) install, assemble and place upon the Mortgaged Property any items of machinery and equipment used or useful in the Company's business, in each case upon compliance with the provisions of paragraph (a) of this Section 2.5. All such buildings, structures and other improvements shall be and remain part of the realty and shall be subject to this Mortgage with respect thereto. Such machinery and equipment (other than equipment which has been subjected to the lien of this Mortgage pursuant to the granting clauses hereof) shall be and remain the Property of the Company, shall not be deemed part of the Mortgaged Property for purposes of condemnation or casualty, and the Company may remove the same from the Mortgaged Property at any time prior to the expiration or earlier termination of this Mortgage, provided that the Company, at its expense, shall repair any damage to the Mortgaged Property resulting from such removal, and provided further that if any such machinery and equipment is subject to the lien and security interest of the Security Agreement, then and in such event its operation, removal and disposition shall be subject to the terms of the Security Agreement and the lien and security interest created thereby.

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Mortgaged Property or its use and occupancy; (viii) cause the Mortgaged Property to be managed and operated in a competent and professional manner; and (ix) make no material alterations to the buildings or improvements on said Mortgaged Property except as required by law or municipal ordinance; provided, however, the Company may make any alterations of any kind to the Mortgaged Property if (A) the market value, structural integrity or usefulness of the Mortgaged Property would not be impaired; (B) the foregoing actions shall be performed in a good and a workmanlike manner; and (C) such additions, alterations, substitutions and replacements shall be expeditiously completed in compliance with all laws, ordinances, orders, regulations and requirements applicable thereto, including to the extent necessary to maintain in full force and effect the policies of insurance required or contemplated by Section 2.6 hereof. The Company shall promptly pay all costs and expenses of each such addition, alteration, substitution and replacement, discharge all liens filed against the Mortgaged Property arising out of the same and procure and pay for all permits and licenses required in connection therewith, excepting only such liens which the Company is contesting within the limitations of Section 2.7(b) hereof.

2.7. Payment of Taxes and Other Charges. (a) Without limiting the provisions of Section 3.3(a) of the Indenture the Company will, subject to Section 2.7(b) hereof, pay and discharge, before the time shall become delinquent, together with interest and penalties thereon, if any: (i) all taxes, assessments (including assessments for benefits from public works or improvements whenever begun or completed), levies, fees, water and sewer rents and charges, and all other governmental charges, general and special, ordinary and extraordinary, and whether or not within the contemplation of the parties hereto, which are at any time levied upon or assessed against it or the Mortgaged Property or any part thereof or upon this Mortgage or any other Security Document or upon the revenues, rents, issues, income and profits in respect of the Mortgaged Property, or arising in respect of the occupancy, use or possession thereof, which failure to pay would result in the creation of a lien upon the Mortgaged Property or any part thereof, or upon the revenues, rents, issues, income and profits of the Mortgaged Property or would result in any material interference with the use or operation of the Mortgaged Property by the Company; (ii) all income, excess profits, excise, sales, franchise, gross receipts and other taxes, duties or imposts, whether of a like or different nature, assessed, levied or imposed by any governmental authority on it or the Mortgaged Property, or any portion thereof, or upon the revenues, rents, issues, income and profits of the Mortgaged Property, which, if unpaid, would result in the creation of a lien upon the Mortgaged Property or any part thereof or upon the revenues, rents, issues, income and profits of the Mortgaged Property or would result in any material interference with the use or operation of the Mortgaged Property by the Company; (iii) all lawful claims and demands of mechanics, laborers, materialmen and others which, if unpaid, might result in the creation of a lien on the Mortgaged Property or upon the revenues, rents, issues, income and profits of the Mortgaged Property or any part thereof and, in general, will do or cause to be done everything necessary so that the lien hereof shall be fully preserved, at the cost of the Company, without expense to the Mortgagee; and (iv) all utility assessments and charges

(b) In the event of foreclosure of this Mortgage or other transfer of title or assignment of the Mortgaged Property in extinguishment, in whole or in part, of the indebtedness hereby Secured, all right, title and interest of the Company in and to all policies of insurance required by this Section 2.8 shall inure to the benefit of and pass to the successor and interest to the Company or purchaser or grantee of the Mortgaged Property.

2.8. Insurance. (a) The Company covenants and agrees to at all times keep and maintain the insurance required by Section 3.2 of the Indenture on and in respect of the Mortgaged Property.

(b) In the event of foreclosure of this Mortgage or other transfer of title or assignment of the Mortgaged Property in extinguishment, in whole or in part, of the indebtedness hereby Secured, all right, title and interest of the Company in and to all policies of insurance required by this Section 2.8 shall inure to the benefit of and pass to the successor and interest to the Company or purchaser or grantee of the Mortgaged Property.

(d) The Company and the Mortgagee agree that it and to the extent there is any inconsistency between the terms and provisions of this Section 2.5 and Sections 3.3(b) and 3.4 of the Indenture insofar as Sections 3.3(b) and 3.4 pertain to the Mortgaged Property, the provisions of this Section 2.5 shall prevail; provided, however, that said Sections 3.3(b) and 3.4 are intended to be, and shall be, construed as a supplementary to this Section 2.5 and shall be given effect as such to the fullest extent possible.

Environmental Legal Requirement or order of any governmental authority concerning the Mortgaged Property, except to the extent that compliance is being contested in good faith by appropriate proceedings and reserves are established or other appropriate provisions made therefor in accordance with generally accepted accounting principles.

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(iii) the survey exceptions or encumbrances, assessments or reservations of, or rights of others for rights-of-way, utilities and other similar purposes, or zoning or other restrictions as to the use of the Mortgaged Property which are described in Exhibit A attached hereto and made a part hereof;

(ii) liens of or resulting from any judgment or award, the time for the appeal or petition for rehearing of which shall not have expired, or in respect of which the Company shall at any time in good faith be prosecuting an appeal or proceeding for a review and in respect of which a stay of execution pending such appeal or proceeding for review shall have been secured;

(i) liens for Property taxes and assessments or governmental charges or levies and liens securing claims or demands of mechanics and materialmen, provided that payment thereof is not overdue or, if overdue, is being contested in the manner and upon the terms contemplated by Section 2.7(b) hereof;

2.8. Limitation on Liens. (a) The Company will not create or incur or suffer to be incurred or to exist, any deed of trust, mortgage, pledge, security interest, encumbrance, lien or charge of any kind upon the Mortgaged Property or upon any proceeds of conversion thereof, whether voluntary or involuntary except the following:

(c) The Company and the Mortgagee agree that if and to the extent there is any inconsistency between the terms and provisions of this Section 2.7 and Section 3.3(a) of the Indenture insofar as Section 3.3(a) pertains to the Mortgaged Property, the provisions of this Section 2.7 shall prevail; provided, however, that said Section 3.3(a) is intended to be, and shall be, construed as a supplementary to this Section 2.7 and shall be given effect as such to the fullest extent possible.

(ii) The Company shall set up a reserve deemed reasonably adequate by the Executive Committee of the Company against any such payments.

(i) Such contest shall have the effect of preventing the sale or foreclosure of the Mortgaged Property or any part thereof or interest therein or any material interference with the use or operation thereof by the Company; and

(b) The Company may, in good faith and with reasonable diligence and by appropriate proceedings, contest or cause to be contested the validity or amount of any such impositions, provided that:

which are incurred by the Company for the benefit of the Mortgaged Property or which may become a charge or lien against the Mortgaged Property for gas, electricity, water or sewer services furnished to the Mortgaged Property and all other assessments or charges of a similar nature, whether public or private, affecting the Mortgaged Property or any portion thereof, whether or not such assessments or charges are or may become liens thereon (all of which taxes, assessments, levies, fees and other governmental or non-governmental charges, claims and demands of like nature are hereinafter referred to as "impositions"). The Company shall discharge any claim or lien relating or in addition to, or in substitution of, impositions upon the Mortgaged Property.

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3.1. Company's Right of Possession. Provided no Default or Event of Default has occurred and is continuing, the Company shall be suffered and permitted to remain in full possession, enjoyment and control of the Mortgaged Property, including without limitation the collection and retention of rents, income, revenues and profits arising therefrom and in connection therewith, subject always to the observance and performance of the terms of this Mortgage, the Indenture and the other Security Documents.

SECTION 3. POSSESSION, USE AND RELEASE OF PROPERTY.

2.11. Ground Leases. The Company shall pay when due all rents and other payments and perform in all material respects all covenants and agreements contained in any lease, sublease or ground lease which may constitute a portion of or interest in the Mortgaged Property; the Company shall not surrender, assign or sublease any such lease, sublease or ground lease nor take any other action which would affect or permit the termination of any such lease, sublease or ground lease.

2.10. Recordation. The Company will, at its own expense, cause this Mortgage and all supplements or amendments hereto and any financing statements and continuation statements required by law, including the Uniform Commercial Code, in respect hereof at all times to be kept recorded and filed at its own expense in such manner and in such places as may be required by law in order to fully preserve and protect the rights of the Mortgagee hereunder.

2.9. Advances. If the Company shall fail to comply with any of the covenants contained herein for more than 30 days after written notice of such failure from the Mortgagee, without waiving or releasing any obligation or Default, the Mortgagee shall be under no obligation (to) at any time after the expiration of such 30-day period make such payment or perform such act for the account and at the expense of the Company, and may enter upon the Mortgaged Property or any part thereof for such purpose and take all such action thereon as, in his reasonable opinion of the Mortgagee, may be necessary or appropriate therefor. All sums so paid by the Mortgagee and all costs and expenses (including without limitation, reasonable attorneys' fees and expenses) so incurred, together with interest thereon at the Overdue Rate from the date of payment or incurrence, shall be secured hereby in priority to the indebtedness evidenced by the Notes and shall be paid by the Company to the Mortgagee on demand.

(b) The Company and the Mortgagee agree that if and to the extent there is any inconsistency between the terms and provisions of this Section 2.8 and Section 3.10(a) of the Indenture insofar as Section 3.10(a) pertains to the Mortgaged Property, the provisions of this Section 2.8 shall prevail; provided, however, that said Section 3.10(a) is intended to be, and shall be, construed as a supplementary to this Section 2.8 and shall be given effect as such to the fullest extent possible.

(v) liens, claims and encumbrances expressly permitted by the provisions of Section 3.10(a) of the Indenture to the extent that any such liens, claims or encumbrances relate to the Mortgaged Property.

(iv) the lien of this Mortgage; and

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(1) receipt of an Officer's Certificate (1) stating that no Default or Event of Default exists or that a Default or Event of Default exists solely by virtue of non-compliance by the Company with the terms and provisions of this Mortgage with respect to the Mortgaged Property at a time when no other Default or Event of Default exists, that the Company has received notice of such Default or Event of Default from the Mortgagee and a release of the Mortgaged Property or a part or portion thereof, as the case may be, would cure such Default or Event of Default, and (2) describing the Property (the "Replacement Property") which has replaced the Mortgaged Property is in as good operating condition as the Mortgaged Property or part or a portion thereof, as the case may be, so replaced, that the Replacement Property has a value, utility and useful life at least equal to that of the Mortgaged Property or part or a portion thereof, that the Company has good title to the Replacement Property, free of all liens other than Permitted Encumbrances, and that the aggregate fair market value (as determined in good faith by the Executive Committee of the Company) of all Property sold, exchanged, or otherwise disposed pursuant to this Section 3.3 and pursuant to

(b) So long as no Default or Event of Default exists or if a Default or Event of Default exists solely by virtue of non-compliance by the Company with the terms and provisions of this Mortgage with respect to the Mortgaged Property at a time when no other Default or Event of Default exists, notice of such Default or Event of Default has been received by the Company from the Mortgagee and a release of the Mortgaged Property or a part or portion thereof, as the case may be, would cure such Default or Event of Default, the Mortgagee shall execute a release of the lien hereof as to the Mortgaged Property or any part or portion thereof if the Company has replaced the same pursuant to Section 3.3(a), upon:

3.3. Disposition of Mortgaged Property - Replacement. (a) In addition to sales or other dispositions of Property by the Company pursuant to Section 3.12(b)(ii) of the Indenture, the Company, so long as no Event of Default has occurred and is continuing and subject to the provisions of clause (b) of this Section 3.6 in connection with each replacement, shall have full power, from time to time, in its discretion, and without any action by the Mortgagee, to sell, exchange, or otherwise dispose of, the Mortgaged Property or any portion thereof for any reason; provided, however, that the Company shall contemporaneously replace the same by, or substitute for the same, other Property having a value, utility and useful life at least equal to that of the Mortgaged Property so replaced, which shall forthwith become, without further action, subject to the lien of this Mortgage or a new mortgage or deed of trust, as the case may be, except that this provision shall not apply to any such sale, exchange or other disposition of the Mortgaged Property, if the aggregate fair market value of all Property sold, exchanged, or otherwise disposed of by the Company pursuant to this Section 3.3 and pursuant to Section 3.3 of all other Security Documents in any fiscal year of the Company is not in excess of \$2,000,000.

3.2. Release of Mortgaged Property - Mortgagee Consent. In addition to the sales, exchanges and releases pursuant to Sections 3.3, 3.4 and 3.5 hereof, the Company may sell or otherwise dispose of any Mortgaged Property then subject to the lien of this Mortgage or any mortgage supplement hereto, and the Mortgagee shall release the same from the lien hereof to the extent and on the terms and upon compliance with the conditions provided for in any written consent given thereto at any time or from time to time by the Mortgagee.

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4.2. Adjustment. The Company shall negotiate, prosecute and adjust any claim for compensation or insurance proceeds on account of any Event of Loss or any other damage, loss or destruction to the Mortgaged Property and any compensation or

4.1. Insurance Proceeds and Condemnation Awards. (1) Subject to Section 4.6 all proceeds of casualty, fire and extended coverage insurance ("Insurance Proceeds") and Condemnation Awards covering the Mortgaged Property received by the Company or by the Mortgagee under the provisions of the Indenture or this Mortgage or any instruments supplemental thereto or hereto, or under any policy or policies of insurance covering the Mortgaged Property or any part thereof, shall, if the Mortgaged Property has been the subject of destruction, damage or condemnation other than in a circumstance in which such destruction, damage or condemnation constitutes an Event of Loss, be applied to the repair, restoration or replacement of the Mortgaged Property as required by Section 2.5(a) hereof.

SECTION 4. APPLICATION OF INSURANCE AND CERTAIN OTHER MONIES RECEIVED BY THE MORTGAGEE.

3.5. Release of Collateral - Sale. The Mortgage, so long as no Default or Event of Default exists, shall execute a release of the lien hereof as to the Mortgaged Property or any part or portion thereof if the Company has or proposes to sell or otherwise dispose of the same pursuant to Section 3.12(b)(ii) of the Indenture, upon receipt of an Officer's Certificate: (a) stating that no Default or Event exists and after giving effect to the sale or disposition of the Collateral or part or portion thereof, as the case may be, no Default or Event of Default would exist, and (b) demonstrating in reasonable detail compliance by the Company with the requirements of Section 3.12(b)(ii) of the Indenture in connection with such sale or other disposition (including, if applicable, that the proceeds from such sale or other disposition have been deposited with the Mortgagee as required by said Section 3.12(b)(ii) for use and application in accordance with the terms and provisions of Sections 6.3 and 6.5(f) of the Indenture) in connection with such sale or other disposition.

3.4. Release of Mortgaged Property - Event of Loss. Upon the occurrence of any Event of Loss in respect of the Mortgaged Property, the Company shall give the Mortgagee, within 120 days after the occurrence thereof, written notice of such Event of Loss. The Mortgagee shall execute a release in respect of the Mortgaged Property if requested to do so by the Company.

(iii) receipt of evidence that such new mortgage or deed of trust and financing statements have been recorded, registered and filed as may be deemed necessary by counsel for the Mortgagee in order to preserve and protect the rights of the Mortgagee and the holders of the Notes as to all Property comprising the Replacement Property.

(ii) execution and delivery of a new mortgage or deed of trust subjecting the Replacement Property to the lien of such new mortgage or deed of trust; and

Section 3.3 of all other Security Documents, in the same such fiscal year of the Company is not in excess of \$2,000,000;

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5.2. Remedies. When any Event of Default has occurred and is continuing, the Mortgagee may exercise any one or more of all, and in any order, of the remedies

(b) the failure of the Company to comply with any covenant, agreement or warranty contained in this Mortgage within 30 days after the earlier of (i) such failure shall first become known to an Authorized Officer of the Company or (ii) written notice of such failure by the Mortgagee or any holder of the Notes to the Company; provided that if such default cannot with due diligence be cured within such 30-day period, if the Company shall proceed promptly to cure the same and thereafter prosecute the curing of such default with due diligence, such 30-day period of time shall be extended for such period as may be necessary to cure such default but in no event more than 90 additional days.

(a) an Event of Default as defined in Section 5.1 of the Indenture;

5.1. Events of Default. The Company acknowledges and agrees that each and all of the terms and provisions of Sections 4.1 through 4.21, both inclusive, of the Indenture have been and are incorporated into this Mortgage by reference to the same extent as though fully set out herein and that the term Event of Default wherever used in this Mortgage shall mean:

SECTION 5. DEFAULTS AND REMEDIES HEREFOR.

4.6. Application if Event of Default Exists. If an Event of Default has occurred and is continuing to the knowledge of the Mortgagee, all amounts received by the Mortgagee under this Mortgage shall be applied in the manner provided for in Section 5.3 hereof in respect of proceeds and avails of the Mortgaged Property.

4.5. Other Proceeds. Any other moneys received by the Mortgagee in connection with the release of the Mortgaged Property shall be deemed a part of the Mortgaged Property and, except to the extent that such monies are deposited with the Mortgagee for use and application in accordance with the terms and provisions of Section 5.3 and 5.5(f) of the Indenture, shall be applied by the Mortgagee upon the terms and in the manner provided in Section 5.3 hereof.

4.4. Mortgage Title Insurance. Any moneys received by the Mortgagee as payment for any loss under the policy of mortgage title insurance which was delivered by the Company shall become part of the mortgaged Property and shall be paid and applied in the same manner contemplated by Section 5.3 hereof.

4.3. Eminent Domain. Should any of the Mortgaged Property be taken by the exercise of the power of eminent domain or should any condemnation proceedings be commenced against the same, the Company may accept any award or consideration stated in a certificate of an Authorized Officer of the Company delivered to the Mortgagee to be satisfactory to the Company and the Mortgagee shall release the part or portion of the Mortgaged Property taken or proposed to be taken upon receipt of such certificate.

4.1 hereof. Proceeds shall be paid directly to the Company for application in accordance with Section

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hereinafter set forth, it being expressly understood that no remedy herein or in any of the other Security Documents conferred is intended to be exclusive of any other remedy or remedies but each and every remedy shall be cumulative and shall be in addition to every other remedy given herein or now or hereafter existing at law or in equity or by statute:

(a) The Mortgagee may, by notice in writing to the Company, declare the entire unpaid balance of the Notes and all other indebtedness Hereby Secured to be immediately due and payable; and thereupon all such unpaid balance, together with all accrued interest thereon and premium, if any, shall be and become immediately due and payable.

(b) The Mortgagee personally or by agents or attorneys may enter into and take possession of all or any part of the Mortgaged Property, and may forthwith use, manage, operate, insure, repair and improve the same and take any action which, in the Mortgagee's judgment, is necessary or proper to conserve the value of the Mortgaged Property. The Mortgagee may also take possession of, and for these purposes, use, any and all personal Property contained in the Mortgaged Property which is used in the operation, rental or leasing thereof or any part thereof and which is not Excluded Property. The Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues and profits of the Mortgaged Property or any part thereof and which is not Excluded Property. The Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues and profits of the Mortgaged Property or any part thereof and which is not Excluded Property. The Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues and profits of the Mortgaged Property or any part thereof and which is not Excluded Property. The Mortgagee shall be a good receipt and acquittance against the Company to the extent so made) and to apply the same to the reduction of the indebtedness Hereby Secured) provided that in no event shall earnings, revenues, rents, issues and profits of the Mortgaged Property or any part thereof be deemed or construed to include earnings, revenues, rents, issues or profits arising from Excluded Property. The right to enter and take possession of the Mortgaged Property and use any personal Property therein which is used in the operation, rental or leasing of the Mortgaged Property or any part thereof (but which is not Excluded Property), to use, manage, operate, insure, repair and improve the same, and to collect the rents, issues and profits thereof, shall be in addition to all other rights or remedies of the Mortgagee hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. The expenses (including any reasonable receiver's fees, attorney's fees, costs and agents' compensation) incurred pursuant to the powers herein contained shall be secured hereby which the Company promises to pay upon demand together with interest at the rate applicable to the Notes at the time such expenses are incurred. The Mortgagee shall not be liable to account to the Company for any action taken pursuant hereto other than to account for any rents, issues and profits actually received by the Mortgagee. Without taking possession of the Mortgaged Property, the Mortgagee may, in the event the Mortgaged Property becomes vacant or is abandoned, take such steps as it deems appropriate to protect and secure the Mortgaged Property (including hiring watchmen therefor) and all costs incurred in so doing shall constitute so much additional indebtedness Hereby Secured payable upon demand with interest thereon at the Overdue Rate.

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(e) The Mortgagee shall have any and all rights and remedies provided to a secured party by the Uniform Commercial Code with respect to any and all parts of the Mortgaged Property which are and which are deemed to be governed by the Uniform Commercial Code. Without limiting the generality of the foregoing, the Mortgagee shall, with respect to any part of the Mortgaged Property constituting Property of the type in respect of which realization on a lien or security interest granted therein is governed by the Uniform Commercial Code, have all the rights, options and remedies of a secured party under the Uniform Commercial Code, including, without limitation, the right to the possession of any such Property, or any part thereof, and the right to enter without legal process any premises where any such Property may be found. Any requirement of said Code for reasonable notification shall be met by mailing written notice to the Company at its address set forth in Section 8.4 at least 10 days prior to the sale or other event for which such notice is required. The proceeds of any sale or

(d) In case of any sale of the Mortgaged Property, or of any part thereof pursuant to any judgment or decree of any court or otherwise in connection with the enforcement of any of the terms of this Mortgage, the principal of the Notes, if not previously due, premium, if any, and the interest accrued thereon, and all other indebtedness Hereby Secured shall at once become and be immediately due and payable; also in the case of any such sale, the Mortgagee may bid and become the purchaser, and the purchaser or purchasers, for the purpose of making settlement for or payment of the purchase price, shall be entitled to turn in and use the Notes or any other securities evidencing the Notes and any claims for interest and premium matured and unpaid thereon. In order that there may be credited as paid on the purchase price the sum apportionable and applicable to the Notes, including principal and interest and premium thereof, out of the net proceeds of such sale after allowing for the proportion of the total purchase price required to be paid in cash. If at any foreclosure proceeding the Mortgaged Property shall be sold for a sum less than the total amount of indebtedness for which judgment is therein given, the judgment creditor shall be entitled to the entry of a deficiency decree against the Company and against the Property of the Company for the amount of such deficiency, which deficiency decree shall include interest on the amount of the deficiency from the date of the sale of the Mortgaged Property at the Overdue Rate.

(c) The Mortgagee may proceed to protect and enforce its rights by a suit or suits in equity or at law, or for the specific performance of any covenant or agreement contained herein or in the Notes, or in aid of the execution of any power herein or therein granted, or for the foreclosure of this Mortgage, or for the enforcement of any other appropriate legal or equitable remedy. Upon the bringing of any suit to foreclose this Mortgage or to enforce any other remedy hereunder, the plaintiff shall be entitled as a matter of right, without giving bond to the Company or anyone claiming under, by or through it, and without regard to the solvency or insolvency of the Company or the then value of the premises, to have a receiver appointed of all the Mortgaged Property and of the earnings, income, rents, issues, profits and proceeds thereof, with such power as the court making such appointment shall confer, and the Company does hereby irrevocably consent to such appointment.

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(c) third, to the payment of any other sums (including without limitations all other indebtedness hereby secured) required to be paid by the Company pursuant to any provision of this Mortgage, the indenture, the Security Agreement, the Notes, any other Security Document or any other instrument given to secure the Notes; and

(b) second, to the amount then owing or unpaid on the Notes for principal, premium, if any, and interest; and in case such proceeds shall be insufficient to pay in full the whole amount so due, owing or unpaid upon the Notes, then ratably according to the aggregate of such principal and the accrued and unpaid interest and premium, if any, with application on the Notes to be made, first, to the unpaid principal thereof, second, to unpaid premium thereon, and third, to unpaid interest thereon;

(a) first, to the payment of costs and expenses of foreclosure or suit, if any, and of such sale, and to the extent permitted by applicable law, the reasonable compensation of the Mortgagee, its agents, attorneys and counsel, and of all proper expenses, liability and advances incurred or made hereunder by the Mortgagee, and of all taxes, assessments or liens superior to the lien of these presents, except any taxes, assessments or other superior lien subject to which said sale may have been made;

5.3. Application of Proceeds. The proceeds and/or avails of any sale of the Mortgaged Property, or any part thereof, and the proceeds and the avails of any remedy hereunder shall be paid to and applied as follows:

It is further understood and agreed that, anything in this Mortgage contained to the contrary notwithstanding, the Company may at any time cure an Event of Default arising solely by virtue of non-compliance by the Company with the terms and conditions of this Mortgage with respect to the Mortgaged Property by promptly effecting a release of the lien of this Mortgage on the Mortgaged Property pursuant to and in compliance with the terms and provisions of Section 3.3 hereof.

It is understood and agreed that the Notes and all other indebtedness hereby secured are also secured by the indenture, the Security Agreement, and the other Security Documents and that in case of default in any of the terms, conditions or provisions of this Mortgage, the indenture or any other Security Document, the Mortgagee may resort to part or all of the security for the indebtedness hereby secured and enforce its lien under this Mortgage, the indenture, the Security Agreement or any other Security Document and foreclosure of this Mortgage, the indenture, the Security Agreement and any other Security Document in any order. The pendency of any proceeding with respect to any one of the above-mentioned Security Documents shall not be grounds for the abatement of, or for hindering, delaying or preventing any proceeding with respect to foreclosure of this Mortgage.

(f) The Mortgagee shall have any and all rights and remedies provided for in the indenture or any other Security Document.

realization upon any such Property shall be applied to the payment of the indebtedness hereby secured, after first deducting therefrom any expenses for retaking, selling and otherwise disposing of said Property, including reasonable attorneys' fees and legal expenses incurred by the Mortgagee in connection therewith.

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5.3. Illinois Mortgage Foreclosure Law. The Company acknowledges that the transaction of which this Mortgage is a part is a transaction which does not include either agricultural real estate (as defined in Section 15-1201 of the Illinois Mortgage Foreclosure Law (Chapter 110, Sections 15-1101 et seq., Illinois Revised Statutes)) (herein called the "Act") or residential real estate (as defined in Section 15-1219 of the Act), and to the full extent permitted by law, hereby voluntarily and knowingly waives its rights to reinstatement and redemption as allowed under Section 15-1601(b) of the Act.

Any sale shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Company in and to the Mortgaged Property, sold and shall be a perpetual bar, both at law and in equity, against the Company, its successors and assigns, and against any and all Persons claiming the Mortgaged Property sold or any part thereof under, by or through the Company, its successors or assigns.

5.4. Waiver of Extension, Appraisal and Stay Laws. The Company covenants that, upon the occurrence of an Event of Default and the acceleration of the Notes pursuant to Section 5.2(a) and to the extent that such rights may then be lawfully waived, it will not at any time thereafter insist upon or plead, or in any manner whatsoever claim or take any benefit or advantage of, any stay or extension or moratorium law now or at any time hereafter in force, or claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property or any part thereof prior to any sale or sales thereof to be made pursuant to any provision herein contained, or to the decree, judgment or order of any court of competent jurisdiction or, after confirmation of any such sale or sales, claim or exercise any right under any statute now or hereafter made or enacted by any state or otherwise to void the Mortgaged Property so sold or any part thereof, and hereby expressly waives for itself and on behalf of each and every Person acquiring any interest in or title to the Mortgaged Property or any part thereof, all benefit and advantage of any such law or laws which would otherwise be available to any such Person in connection with the enforcement of any of the Mortgagee's remedies hereunder and covenants that it will not in connection with any such enforcement proceedings invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any power herein granted and delegated to the Mortgagee but will suffer and permit the exercise of every such power as though no such law or laws had been made or enacted. The Company hereby waives any and all rights of redemption from sale under any order or decree of foreclosure or pursuant to rights herein granted, on behalf of the Company, and each and every Person acquiring any interest in, or title to the Mortgaged Property described herein subsequent to the date of this Mortgage, and on behalf of all other Persons to the extent permitted by applicable law. The Company, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets subject to the lien of this Mortgage marshalled upon any foreclosure or sale. To the full extent permitted by law, the Company hereby agrees that no action for the enforcement of the lien or any provision hereof shall be subject to any defense (other than the defense of full and timely payment and performance).

(d) Fourth, to the payment of the surplus, if any, to the Company, its successors and assigns, or to whomsoever may be lawfully entitled to receive the same.

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5.9. Restoration of Positions. If the Mortgagee has instituted any proceeding to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise and such proceeding has been discontinued or abandoned for any reason or has been determined adversely to the Mortgagee, then and in every such case the Company and the Mortgagee shall, subject to any determination in such proceeding, be restored to their former positions hereunder, and thereafter all rights and remedies of the Mortgagee shall continue as though no such proceeding has been instituted.

5.8. Indebtedness to Become Due Upon Sale by Mortgagee. Upon any sale by the Mortgagee under or by virtue of this Mortgage, whether pursuant to foreclosure, or otherwise, the entire unpaid amount of the indebtedness hereby Secured shall, if not previously declared due and payable, immediately become due and payable, together with interest accrued thereon and premium, if any, anything in this Mortgage, the Notes, the Indenture, the Security Agreement or any other Security Document to the contrary notwithstanding.

5.7. Delay or Omission Not a Waiver. No delay, failure or omission of the Mortgagee to exercise any right, power or remedy arising from any default on the part of the Company shall exhaust or impair any such right, power or remedy or prevent its exercise during the continuance of such default. No waiver by the Mortgagee of any such default, whether such waiver be full or partial, shall extend to or be taken to affect any subsequent default, or to impair the rights resulting therefrom, except as may be otherwise provided herein. No right, power or remedy hereunder is intended to be exclusive of any other right, power or remedy but each and every right, power and remedy shall be cumulative and in addition to any and every other right, power and remedy given hereunder or otherwise existing. It shall be the giving, taking or enforcement of any other or additional security, collateral or guaranty for the payment of the Hereby Indebtedness hereby Secured under this Mortgage operate to prejudice, waive or affect the security of this Mortgage or any rights, powers or remedies hereunder; nor shall the Mortgagee be required to first look to, enforce or exhaust, such other or additional security, collateral or guaranties.

5.6. Costs and Expenses of Foreclosure. In any suit to foreclose the lien hereon there shall be allowed and included as additional indebtedness hereby Secured in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee for attorney's fees, appraiser's fees, accountant's fees, outlays for documentary and expert evidence, stenographic charges, publication costs and costs (which may be estimated as the items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches and examination, title insurance policies, guarantee policies, and similar data and assurances with respect to title as the Mortgagee may deem to be reasonably necessary either to prosecute any foreclosure action or to evidence to the bidder at any sale pursuant thereto the true condition of the title to or the value of the Mortgaged Property, all of which expenditures shall become so much additional indebtedness hereby Secured which the Company agrees to pay and all of such shall be immediately due and payable with interest thereon from the date of expenditure until paid at the Overdue Rate.

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SECTION 6. MISCELLANEOUS.

6.1. Successors and Assigns. Whenever the Company or the Mortgagee is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, premises and agreements in this Mortgage contained by or on behalf of the Company, or by or on behalf of the Mortgagee, shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not.

6.2. Amendment and Waiver. This Mortgage may be amended, and the observance of any term of this Mortgage may be waived in accordance with the terms of Section 9.1 of the Indenture.

6.3. Severability. No provision of this Mortgage or the Notes shall require the payment or permit the collection of interest in excess of the maximum permitted by applicable law, any contrary provision in this Mortgage or the Notes notwithstanding. If any provision of this Mortgage or the Notes or its application shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other provisions and applications hereof shall not in any way be affected or impaired. The unenforceability or invalidity of any provision or provisions of this Mortgage shall not render any other provision or provisions herein contained unenforceable or invalid.

6.4. Addresses for Notices and Demands. All communications provided for herein shall be in writing, telexed, telegraphed, telecopied or sent by other means of recorded electronic communication (with a copy of any such communication promptly mailed by registered or certified mail or pre-paid overnight air courier), addressed as follows:

If to the Company:

The UNO-YEN Company
1650 East Golf Road
Deerfield, Illinois 60196-1088

Attention: Vice President, Administration
and Finance

If to the Mortgagee:

The Connecticut Bank and Trust Company,
National Association

and
Lese Amato, as Trustee under a Trust
Indenture dated as of December 1, 1989
One Constitution Plaza, 27HMA06K
Hartford, Connecticut 06115-1600
Attention: Corporate Trust Department

or at such other address as any of the parties may designate by notice duly given in accordance with this Section to the other parties. Any notice so addressed and delivered or mailed by prepaid overnight air carrier shall be deemed to be given three Business Days after the same has been so mailed.

6.5. Headings and Table of Contents. The headings of the sections of this Mortgage and the table of contents are inserted for purposes of convenience only and shall not be construed to affect the meaning or construction of any of the provisions hereof.

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6.6. Release of Mortgage. The Mortgagee shall release this Mortgage and the lien hereof by proper instrument or instruments upon presentation of satisfactory evidence that all indebtedness hereby Secured has been fully paid or discharged.

6.7. Counterparts. This Mortgage may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one Mortgage.

6.8. Governing Law. This Mortgage shall be construed in accordance with and governed by the internal laws (without regard to any choice of law provisions) and decisions of the State of Illinois. THE COMPANY CONSENTS TO SERVICE OF ANY SUMMONS AND/OR LEGAL PROCESS AS CONTEMPLATED BY SECTION 12.3 OF THE INSTRUMENT.

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-26-

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By: [Signature]
Printed Name: E. J. THOMAS
Asst. Secretary

By: UNION OIL COMPANY OF CALIFORNIA, a General Partner of The UNO-VEN Company

By: [Signature]
Printed Name: W. M. PETERSON
Asst. Secretary

By: VPHI MIDWEST, INC., a General Partner of The UNO-VEN Company

By: [Signature]
Printed Name: W. M. FLEMING
Vice President

By: MIDWEST 76, INC., a General Partner of The UNO-VEN Company

THE UNO-VEN COMPANY

IN WITNESS WHEREOF, the Company has caused this Mortgage to be executed on its behalf, all as of the day and year first above written.

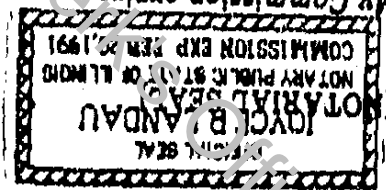
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My Commission expires

George L. Johnson
Notary Public

The foregoing instrument was acknowledged before me this 1st day of December, 1988 by JOSE M. PORTAS, the Asst. Secretary, VPPI Midwest, Inc., a Delaware corporation and general partner of UNO-VEN Company, an Illinois general partnership, on behalf of the corporation and the partnership.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS)

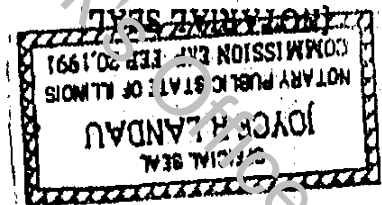
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My Commission expires:



Joyce R. Landau
Notary Public

The foregoing instrument was acknowledged before me this 15 day of December, 1988 by C. J. MAURER, the Asst. Secretary, of Union Oil Company of California & California corporation and general partner of The UNO-VEN Company, an Illinois general partnership, on behalf of the corporation and the partnership.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS)

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12-11-301-038
PIN: 12-11-301-038

1. A LIEN FOR GENERAL TAXES NOT YET DUE AND PAYABLE.
2. RIGHTS OF THE PUBLIC, STATE OF ILLINOIS, MUNICIPALITY AND THE ADJOINING OWNERS IN AND TO THE WEST 10 FEET AND THE EAST 30 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AS DEDICATED BY PLAT OF DEDICATION RECORDED NOVEMBER 1, 1928 AS DOCUMENT NO. 20194531.
3. GRANT FROM THEODORE G. DRAVILLAS AND STANLEY DRAVILLAS TO MORELAND REALTY, INC. AND OTHERS DATED SEPTEMBER 1, 1955 AND RECORDED OCTOBER 21, 1955 AS DOCUMENT NO. 16398624.
4. EASEMENTS AS SHOWN IN DEED FILED AS DOCUMENT NO. 1855246.
5. MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY.

SUBJECT TO THE FOLLOWING PERMITTED ENCUMBRANCES:

ILLINOIS,
 40 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY,
 THE NORTH EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 11, TOWNSHIP
 THIRD PRINCIPAL MERIDIAN) IN GERHARD H. FRANZEN ESTATE DIVISION OF
 WEST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE
 LOT 1 (EXCEPTING PORTIONS FALLING WITHIN THE EAST 50 FEET OF THE SOUTH
 THE SOUTH THIRTY FEET OF THE NORTH 200 FEET OF THE EAST 181.25 FEET OF

PARCEL 2:

COUNTY ILLINOIS
 40, NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
 NORTH EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 11, TOWNSHIP
 PRINCIPAL MERIDIAN) IN GERHARD H. FRANZEN ESTATE DIVISION OF THE
 OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD
 PART THEREOF FALLING WITHIN THE EAST 50 FEET OF THE SOUTH WEST 1/4
 THEREFROM THE NORTH 40 FEET THEREOF; AND EXCEPTING THEREFROM THAT
 THE EAST 181.25 FEET OF THE NORTH 170 FEET OF LOT 1 (EXCEPTING

PARCEL 1:

5150 NORTH CUMBERLAND AVENUE
NORRIDGE, ILLINOIS 60656

EXHIBIT A

I.C. 9:

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1/19/92
JLW

1989 DEC 19 AM 11:35
CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

7/18/88

SALES

LLC

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JOYCE R. LANDAU
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION EXPIRES FEB 20, 1991
OFFICIAL SEAL

George R. Landau
Notary Public

The foregoing instrument was acknowledged before me this 15th day of December, 1989 by ELLERY BLEWING, the Vice President of Midwest 76, Inc., a Delaware corporation and General partner of the UNO-VEN Company, an Illinois General partnership, on behalf of the corporation and the partnership.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS)