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Doc#: 0407031147
Eugene "Gene" Moore Fee: \$38.00
Cook County Recorder of Deeds
Date: 03/10/2004 02:31 PM Pg: 1 of 8

Prepared by (ex MD) & when recorded, return to:
Ronald Alber, Esq. @ Sidley Austin Brown & Wood
787 7th Ave, NY, NY 10019

* Release *
* Substitution of Trustee & Partial Reconveyance *
* Quitclaim Deed and Release of Lien (GA) *
* Act of Release (LA) *
Certificate of Partial Satisfaction (VA) *
dated as of the earliest notarization but effective as of 2/5/04
[For multi-state use except for D/T in CO (where public trustee)]

D1 8168927
JBY

7 Bot

Whereas, the undersigned Mortgagee/Beneficiary (the "Mortgagee/Beneficiary") is a DE limited liability company located at 301 N. Cattlemen Rd, Sarasota, FL 34232.

Whereas, on the date hereof, Bank of America, N.A., a national banking association (successor to NationsBank, N.A. and NationsBank of Texas, N.A.), as original Administrative Agent under the Security Instrument, resigned as Administrative Agent and Mortgagee/Beneficiary was appointed replacement Administrative Agent (a copy of such resignation and appointment is annexed hereto).

Whereas, Mortgagee/Beneficiary is the bona fide owner and holder (or, if applicable, the successor in interest to the original owner and holder) of the note(s) and/or indebtedness secured by the Security Instrument described on the annexed schedule.

Whereas, Mortgagee/Beneficiary desires to release the Released Premises described on the annexed schedule from the lien and affect of the Security Instrument.

Whereas, Mortgagee/Beneficiary desires to preserve the lien and affect as to all other premises, if any, encumbered by the Security Instruments.

Now therefore as to each Security Instrument, Mortgagee/Beneficiary does hereby (a) remise, release, quitclaim, grant and partially reconvey without warranty the Released Premises unto the person(s) legally entitled thereto, (b) release the Released Premises from the lien and effect of each Security Instrument, and (c) confirm the preservation of the lien and affect as to all other premises, if any, encumbered by the Security Instruments.

31 E Kendall Rd
Arlington Heights

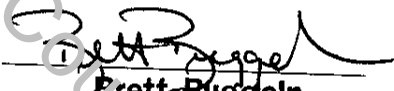
Box 333

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This instrument is intended to be and was executed prior to any (a) modification of the Security Instrument between Mortgagee/Beneficiary and Pinnacle Towers Inc. (or related borrower) dated the date hereof (to be recorded), and/or (b) assignment of the Security Instrument to LaSalle Bank National Association, a national banking association, in its capacity as Trustee for Global Signal Trust I dated the date hereof (to be recorded), which said Security Instrument, in either event, continues to encumber other premises not affected by this instrument.

Mortgagee/Beneficiary multi-state execution and acknowledgment:

In witness whereof, the undersigned, by its duly elected officer(s) (who for purposes of real property located in the District of Columbia, are hereby appointed as its attorneys-in-fact) and pursuant to proper authority of its board of directors (as evidenced by the annexed Resolution as to real property in LA) has duly executed, acknowledged and delivered this instrument as of the day and year first above written.

Witness #1 as to Premises in FL, GA, PA & SC:	Towers Finco LLC, a DE limited liability company, as successor Administrative Agent
_____	
Witness #2 as to Premises in FL, GA, PA & SC:	VP Brett Buggeln Vice President
_____	_____
_____	[Asst] Treas (MA only)
Notary Public as to Premises in GA:	_____
_____	_____
Notary Public	_____
_____	_____

State of NY
County of NY

Multi-State Corporate Acknowledgment:

On 2/5/04, before me, the undersigned officer, personally appeared Brett Buggeln personally known and acknowledged himself / herself to me (or proved to me on the basis of satisfactory evidence) to be the VP [and (Asst) Treas (MA only)] of the executing entity (hereinafter, the "Entity") and that as such officer, being informed of the contents, duly sworn, and authorized to do so pursuant to its bylaws or a resolution, executed, subscribed and acknowledged the due execution of the foregoing instrument for the purposes therein contained, by signing the name of the Entity by himself / herself in his / her authorized capacity as such officer as his / her free and voluntary act and deed and the free and voluntary act and deed of said Entity.

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If this instrument was executed in NY and affects real property outside NY, the following is the prescribed NY statutory form of acknowledgment and is supplemental to the foregoing acknowledgment, OR if this instrument was executed in NY or CA and affects real property in NY or CA, the following is the prescribed NY & CA statutory form of acknowledgment and supercedes the foregoing acknowledgment:

On 2/5/04, before me, the undersigned, a Notary Public in and for said State, personally appeared Brett Fuggeln, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he / she / they executed the same in his / her / their capacity(ies), and that by his / her / their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Witness my hand and official seal.


Notary Public

NEAL J. MIRANDA
Notary Public, State of New York
No. 4743039
Qualified in New York County
Commission Expires 11/3/05

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Security Instruments

Primary Tower #(s):
0400-466/IL1

The following Security Instrument(s) is/are recorded in the public records of the County of Cook, State of Illinois:

Mortgage

Dated:

8/31/99

Recorded:

12/10/01

As:

Document No. 0011161311

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UNOFFICIAL COPY**CONFIRMATION**

Dated February 5, 2004

Reference is made to the Sixth Amended and Restated Credit Agreement dated as of October 31, 2002 (as the same may be amended or modified from time to time, the "*Credit Agreement*") among PINNACLE TOWERS INC., a Delaware corporation (the "*Borrower*"), the Lenders a party thereto, and BANK OF AMERICA, N.A. ("*BOA*"), as Administrative Agent, and that certain Assignment and Acceptance (the "*Assignment*") dated as of the date hereof between BOA, other parties thereto, and Towers Finco LLC ("*Assignee*"). Capitalized terms not otherwise defined in this Confirmation (this "*Agreement*") shall have the meanings assigned to them in the Credit Agreement.

Subject to the terms and conditions of the Assignment, as of February 5, 2004, BOA has resigned as "Administrative Agent" and Assignee has succeeded as "Administrative Agent" under the Credit Agreement.

The parties hereto have caused this Confirmation to be duly executed as of the date first above written.


ASSIGNEE:

TOWERS FINCO LLC, a Delaware limited liability company

By: 
 Print Name: Brett Buggeln
 Print Title: Vice President

BOA:

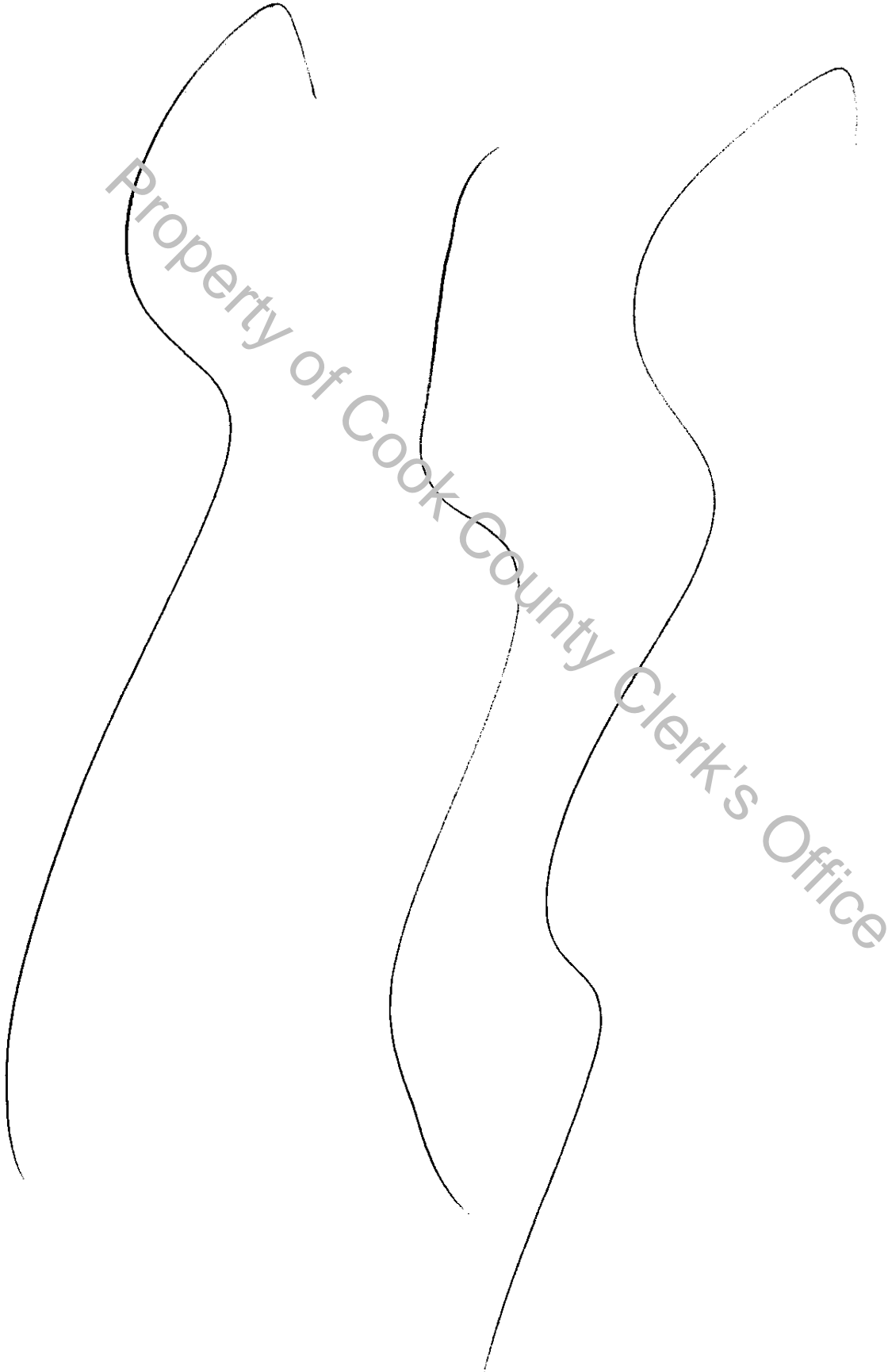
BANK OF AMERICA, N.A., as Administrative Agent

By: 
 Print Name: DAVID PRICE
 Print Title: Vice President

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Released Premises

See attached Legal Description



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6-8392: 0400-466

IL 1 - Arlington Heights

Cook, Illinois

Permanent Tax # 03-17-302-078-0000

EXHIBIT A
Legal Description

PARCEL 1:

LOT 2 IN THE ANNEX OF ARLINGTON PHASE II SUBDIVISION RECORDED ON JUNE 14, 1999 AS DOCUMENT NUMBER 99569378, BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE DECLARATION OF GRANT OF CROSS ACCESS EASEMENT DATED MARCH 31, 1999 AND RECORDED APRIL 5, 1999 AS DOCUMENT 99322485 FOR THE PURPOSE OF INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF RAND ROAD THAT IS 450.00 FEET NORTHWESTERLY OF THE INTERSECTION OF THE CENTER LINE OF SAID RAND ROAD WITH THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17 (SAID INTERSECTION BEING 936.53 FEET NORTH OF THE SOUTH LINE OF SAID SECTION) THENCE SOUTH 42 DEGREES 03 MINUTES 40 SECONDS WEST, 50.00 FEET TO A POINT OF BEGINNING AT THE SOUTHWESTERLY LINE OF RAND RD (SAID LINE BEARING SOUTH 42 DEGREES 03 MINUTES 40 SECONDS WEST BEING A STRAIGHT LINE DRAWN FROM SAID POINT OF COMMENCEMENT IN THE CENTER LINE OF RAND ROAD TO A POINT THAT IS 775 FEET NORTH OF THE SOUTH LINE AND 748.33 FEET WEST OF THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17); THENCE CONTINUING SOUTH 42 DEGREES 03 MINUTES 40 SECONDS WEST ALONG SAID LAST DESCRIBED LINE, 426.56 FEET; THENCE NORTH 47 DEGREES 56 MINUTES 20 SECONDS WEST, 23.99 FEET; THENCE NORTH 42 DEGREES 02 MINUTES 08 SECONDS EAST, 426.57 FEET TO THE SOUTHWESTERLY LINE OF RAND ROAD; THENCE SOUTH 47 DEGREES 57 MINUTES 52 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE OF RAND ROAD, 24.12 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AND

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF RAND ROAD, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE CENTER LINE OF RAND ROAD THAT IS 450.00 FEET NORTHWESTERLY OF THE INTERSECTION OF THE CENTER LINE OF SAID RAND ROAD WITH THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17 (SAID INTERSECTION BEING 936.53 FEET NORTH OF THE SOUTHWEST 1/4 OF SECTION 17 (SAID INTERSECTION BEING 936.53 FEET NORTH OF THE SUB-LOT OF SAID SECTION); THENCE SOUTH 42 DEGREES 03 MINUTES 40 SECONDS WEST, 50.00 FEET TO A POINT OF BEGINNING AT THE SOUTHWESTERLY LINE OF RAND ROAD (SAID LINE BEARING SOUTH 42 DEGREES 03 MINUTES 40 SECONDS WEST BEING A STRAIGHT LINE DRAWN FROM SAID POINT OF COMMENCEMENT IN THE CENTER LINE OF RAND ROAD TO A POINT THAT IS 775 FEET NORTH OF THE SOUTH LINE AND 748.33 FEET WEST OF THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17); THENCE CONTINUING SOUTH 42 DEGREES 03 MINUTES 40 SECONDS WEST ALONG SAID LAST DESCRIBED LINE, 426.58 FEET; THENCE SOUTH 47 DEGREES 56 MINUTES 20 SECONDS EAST, 11.16 FEET; THENCE NORTH 42 DEGREES 03 MINUTES 40 SECONDS EAST, 58.12 FEET; THENCE NORTH 47 DEGREES 56 MINUTES 20 SECONDS WEST, 5.12 FEET; THENCE NORTH 42 DEGREES 02 MINUTES 08 SECONDS EAST, 368.47 FEET TO THE SOUTHWESTERLY LINE OF RAND ROAD; THENCE NORTH 47 DEGREES 57 MINUTES 52 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE OF RAND ROAD, 5.88 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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TA # N03 2604 (1)

RECORD AND RETURN TO:
TITLE ASSOCIATES INC.
825 THIRD AVENUE
NEW YORK, NY 10022
J. GAMBARDILLA