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Cook County, Illinois

BOX 333 - CC

This instrument was prepared by and when recorded should be returned to:

Daniel Lee Wessels, Esq.
Reed Smith Shaw & McClay
435 Sixth Avenue
Pittsburgh, PA 15219

COLLATERAL ASSIGNMENT
OF

EASEMENTS, LEASES, LICENSES,
RIGHTS-OF-WAY AND ORDINANCES

THIS COLLATERAL ASSIGNMENT OF EASEMENTS, LEASES, LICENSES, RIGHTS-OF-WAY AND ORDINANCES (this "Collateral Assignment"), made as of the 28th day of December, 1987, from LCI Communications, Inc. ("LCI") and Litel Telecommunications Corporation ("Litel"), each a Delaware corporation, each having its principal office and place of business at Corporate Hill I, 200 Old Wilson Bridge Road, Worthington, Ohio 43085, to Mellon Bank, N.A., as Agent (the "Agent"), a national banking association with an address at Three Mellon Bank Center, Pittsburgh, Pennsylvania 15259, Attention: Loan Administration, under the Revolving Credit and Term Loan Agreement, dated as of November 15, 1987 (as amended, modified and supplemented from time to time, the "Loan Agreement"), among LCI, the Banks named in Section 2.01 thereof (the "Banks") and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Loan Agreement, the Agent and the Banks have agreed to extend credit to LCI to enable it to borrow as provided therein and Litel will receive direct and tangible value and benefits from such borrowings, and

WHEREAS, the obligation of the Agent and the Banks under the Loan Agreement to make loans to LCI is conditioned, among other things, upon the execution and delivery of this Collateral Assignment; and

WHEREAS, LCI and Litel have agreed to make this Collateral Assignment as additional security for the performance of their respective obligations under the Loan Agreement, the Notes and the Guaranty Agreement (as the latter terms are defined in the Loan Agreement).

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged, LCI and Litel hereby grant,

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bargain, sell, convey, mortgage, warrant, transfer and assign to the Agent, its successors and assigns, for the ratable benefit of the Banks, as security for LCI's and Litel's respective obligations to the Banks under the Loan Agreement, the Notes and the Guaranty Agreement, all of LCI's and Litel's rights, title privileges and interests into or under and to the easement, lease, license, right-of-way and/or ordinance described in Exhibit A attached hereto and made a part hereof, and in all improvements, fixtures, equipment and other property of LCI and Litel of every kind and description, now or at any time hereafter installed or located on the real estate described in Exhibit A hereto, whether LCI's and Litel's interest in such items of property now is owned or at any time hereafter acquired (all of which are hereinafter called, collectively, the "Assigned Interests");

TO HAVE AND TO HOLD the Assigned Interests, together with all privileges and appurtenances thereunto belonging, to the Agent, subject to the following terms and conditions:

1. Each of LCI and Litel, for itself and its successors and assigns, hereby covenants and agrees that LCI and/or Litel is lawfully possessed of the Assigned Interests; and that they will forever warrant and defend the same with all privileges and appurtenances unto the Agent against the lawful claims of all persons whomsoever.

2. LCI and Litel hereby further covenant that they will keep and maintain all applicable covenants, warranties, payments, obligations, and performances as provided in the Loan Agreement, the Notes, the Guaranty Agreement and the other Security Documents, (as defined in the Loan Agreement) and any other documents defined and incorporated therein (all of which are hereinafter called, collectively, the "Loan Documents") all of the terms of which are incorporated herein by reference.

3. Anything herein contained to the contrary notwithstanding, LCI and/or Litel shall remain liable under the easement, lease, license, right-of-way and/or ordinance described on Exhibit A hereto to perform all of their respective obligations thereunder in accordance with and pursuant to the terms and provisions thereof, and the Agent shall have no obligation or liability under such easement, lease, license, right-of-way and/or ordinance by reason of or arising out of this Collateral Assignment.

4. Neither LCI nor Litel shall take or omit to take any action, the taking or omission of which might result in an alteration, termination, or impairment of (a) the easement, lease, license, right-of-way and/or ordinance described on Exhibit A hereto, (b) this Collateral Assignment, or (c) any of the rights created by such easement, lease, license,

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right-of-way and/or ordinance or this Collateral Assignment. Any default under this Collateral Assignment shall constitute a default under any and all of the Loan Documents and any Event of Default under (and as defined in) any and all of the Loan Documents shall constitute a default hereunder.

5. The Agent shall not exercise any of its rights under this Collateral Assignment until the occurrence and continuance of a default hereunder or an Event of Default under any of the Loan Document.

IN WITNESS WHEREOF, each of LCI and Litel have caused this instrument of Collateral Assignment to be executed the day and year first above written.

WITNESSES:

LCI COMMUNICATIONS, INC.

Charles W. Hardin Jr.
Name
Charles W. Hardin Jr.
Name (Print)

By [Signature]
Name L. E. Wolfe
(Print)
Title Sr. V.P.

ATTEST:

By [Signature]
Name James D. Hefliger
(Print)
Title Assistant Secretary
[CORPORATE SEAL]

WITNESSES:

LITEL TELECOMMUNICATIONS CORPORATION

Gayle Parkhill
Name
Gayle Parkhill
Name (Print)

By [Signature]
Name ~~Frank P.~~ L. E. Wolfe
(Print)
Title Sr. V.P.

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ATTEST:

By [Signature]

Name James D. Heflinger
(Print)

Title Assistant Secretary

[CORPORATE SEAL]

STATE OF Ohio)
COUNTY OF Franklin) SS:

On this, the 28 day of December, 1987, before me, a Notary Public, the undersigned officer, personally appeared L.E. Wolfe, the Senior Vice President of LCI Communications, Inc., a Delaware corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Christie A. Hill
Notary Public

Name Christie A. Hill
(Print)

Franklin
County

[Notarial Seal]

My commission expires: **CHRISTIE A. HILL, Attorney At Law**
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date
Section 147.03 R.C.

STATE OF Ohio)
COUNTY OF Franklin) SS:

On this, the 28 day of December, 1987, before me, a Notary Public, the undersigned officer, personally appeared James D. Heflinger, the Assistant Secretary

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of Litel Telecommunications Corporation, a Delaware corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Christie A. Hill

Notary Public

Name Christie A. Hill
(Print)

Franklin
County

[Notarial Seal]

My commission expires:

CHRISTIE A. HILL, Attorney at Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date
Section 147.03 R.C.

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EXHIBIT A

1. *Litel Illinois
Central Gulf
Railroad Company
Easement Agreement
05-14-85
- Memorandum of
Easement 06-03-85
recorded in Cook
County on 08-01-86
as document no.
86-329503

State of Illinois, County of Cook, more particularly described as follows:

Through the SW 1/4 of Fractional Section 10; the W 1/2 of Fractional Section 15; the W 1/2 and the SE 1/4 of Fractional Section 27; the E 1/2 of Fractional Section 27; the E 1/2 of Fractional Section 34; and the E 1/2 of Fractional Section 35 all in Township 30 N, Range 14 E of the Third Principal Meridian; and

Through the N 1/2 and the SE 1/4 of Fractional Section 2; the E 1/2 of Fractional Section 11; the W 1/2 of Fractional Section 12; the NW 1/4 of Fractional Section 13; the E 1/2 of Section 14; the E 1/2 of Section 13; through Section 26; the W 1/2 of Section 35 all in Township 30 N, Range 14 E of the Third Principal Meridian; and

Through the W 1/2 of Section 2; the E 1/2 of Section 10; the NW 1/4 of Section 11; the E 1/2 of Section 15; the E 1/2 and SW 1/4 of Section 27; the W 1/2 of Section 27; the SE 1/4 of Section 28; the E 1/2 of Section 33; the NE 1/4 of Section 34 all in Township 37 N, Range 14 E of the Third Principal Meridian; and

Through the W 1/2 and the SW 1/4 of Section 4; the SE 1/4 of Section 6; the W 1/2 of Section 9; the NE 1/4 of Section 17 all in Township 36 N, Range 14 E of the Third Principal Meridian.

17-10-100-511

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