

# UNOFFICIAL COPY

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Property of Cook County Clerk's Office

RELEASE  
FROM  
OPEN-END MORTGAGE AND ASSIGNMENT OF  
EASEMENTS, LEASES, LICENSES, AND RIGHTS-OF-WAY

88010024

MICHAEL R. SZOLOSÍ, TRUSTEE, (whose address is Szolosi and Fitch, 37 West Broad Street, #580, Columbus, Ohio 43215) under the Security Agreement and Trust Indenture dated as of December 21, 1984 with LCI Communications, Inc., for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby releases and fully discharges those certain Open-End Mortgages and Assignments of Easements, Leases, Licenses, and Rights-of-Way filed for record with the records of the Cook County, Illinois Recorder (as more fully described on Exhibit A attached hereto and made a part hereof).

In witness whereof, Michael R. Szolosi, Trustee has caused this Release to be executed this 29<sup>th</sup> day of December, 1987.

In the presence of:

[Signature]  
Name: Shirley W. McDowell

[Signature]  
Name: Gayle E. Cookbill

Michael R. Szolosi, Trustee  
Michael R. Szolosi, Trustee

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STATE OF OHIO )  
 ) SS:  
COUNTY OF FRANKLIN )

Before me, a notary public in and for the State of Ohio, personally appeared the above-named Michael R. Szolosi, Trustee, who acknowledged that he signed the foregoing document and the the same was his free act and deed individually and as trustee.

In witness whereof, I have hereunto set my hand and seal this 29 day of December, 1987.

Christie A Hill  
Name: Christie A. Hill Notary Public  
County, Franklin

My Commission expires: \_\_\_\_\_

CHRISTIE A. HILL, Attorney At Law  
NOTARY PUBLIC, STATE OF OHIO  
My commission has an expiration date  
Section 147.03 R.C.

This instrument was prepared by and when recorded should be returned to:  
Gayle E. Parkhill, Esq.  
Jones, Day, Reavis & Pogue  
1900 Huntington Center  
41 South High Street  
Columbus, Ohio 43215  
(614) 469-3925



Property of Cook County Clerk's Office

88010024

DEPT-91 RECORDS 117.25  
TR2222 TRAN 5694 12/29/87 09:36:00  
#7727 # B \* 88-010024  
COOK COUNTY RECORDER

88010024

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10-1-2024

Cook County, IL

## EXHIBIT A

<u>MORTGAGOR</u>	<u>DOCUMENT #</u>	<u>DATE</u>
1. LCI Communications, Inc.	86-329505	08-01-85

Property of Cook County Clerk's Office  
86-329505

86323515

OPEN-END  
MORTGAGE AND ASSIGNMENT OF  
EASEMENTS, LEASES, EJECTMENTS,  
AND RIGHTS-OF-WAY

KNOW ALL MEN BY THESE PRESENTS, that LCI  
COMMUNICATIONS, INC., a corporation having its principal office  
and place of business at Corporate Hill 1, 169 Old Milton  
Bridge Road, Washington, Ohio 43283 ("Mortgagee"), in  
consideration of the sum of One Dollar (\$1.00) and other good  
and valuable consideration to it paid by MICHAEL B. SECLOSI,  
Trustee, c/o Seaton & Vitch, 17 West Broad Street, Columbus,  
Ohio 43215 ("Mortgagor"), the receipt and sufficiency of which  
herely are acknowledged, hereby does GRANT, SURREIN, SELL, and  
CONVEY to Mortgagee, its successors and assigns, forever, the  
sole and entire title, estate, and interest of Mortgagor in and  
to the easement, lease, license, and/or right-of-way described,  
acquired by and through the agreements described and related to  
the premises also described in Exhibit A attached hereto and  
made a part hereof, and in all improvements, fixtures,  
equipment, and other property of Mortgagor of every kind and  
description now or at any time hereafter installed or located  
on the real estate described therein, together with Mortgagor's  
interest in such items of property now or hereafter acquired (all  
"Mortgaged Interests");

MICHAEL B. SECLOSI

TO HAVE AND TO HOLD the Mortgaged Interests, together  
with all privileges and appurtenances thereto in any way  
belonging to Mortgagor, his successors and assigns, forever;

And Mortgagor, for itself and its successors and  
assigns, hereby does covenant with Mortgagee, his successors  
and assigns, that Mortgagor lawfully is possessed of the  
Mortgaged Interests; that the Mortgaged Interests are FREE AND  
CLEAR OF ALL ENCUMBRANCES WHATSOEVER except only as  
specifically described in Exhibit A hereto; and that it forever  
will WARRANT and DEFEND the same with all privileges and  
appurtenances unto Mortgagee, his successors and assigns,  
against the lawful claims of all persons whatsoever;

And Mortgagor hereby further covenants that it will  
keep and maintain all covenants, warranties, payments,  
obligations, and performances as provided in the Security  
Agreement and Trust Indenture dated as of December 31, 1984,  
between Mortgagee and Mortgagor and the Loan Agreements and  
other documents defined and incorporated therein (all, the  
"Indenture") all of the terms of which are incorporated herein  
by reference;

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PROVIDED ALWAYS, and this Mortgage and Assignment is upon this condition, that if Mortgagor shall pay and perform the indebtedness and obligations referred to and secured by the Indenture and fully shall keep, do, and perform all the covenants, conditions and agreements to be kept, done, and performed by it pursuant to the provisions of the Indenture and this Mortgage and Assignment;

THIS MORTGAGE AND ASSIGNMENT SHALL BE VOID, otherwise to remain in full force and virtue in law and equity forever.

This Mortgage and Assignment is an open-end mortgage and is intended to secure a maximum principal indebtedness, exclusive of interest, of U.S. \$12,281,728 and Cdn \$29,475,000 to be advanced from time to time by the lenders (as defined in the Indenture) pursuant to the Loan Agreements (as defined in the Indenture).

IN WITNESS WHEREOF, LCI COMMUNICATIONS, INC., Mortgagor, has caused this Mortgage and Assignment to be executed by its duly authorized officer, this 23rd day of March, 1986.

Signed and acknowledged in the presence of:

LCI COMMUNICATIONS, INC.

*[Handwritten signature]*  
*[Handwritten signature]*

By: *[Handwritten signature]*  
Its: *[Handwritten signature]*  
Finance and Administration

STATE OF OHIO  
COUNTY OF FRANKLIN

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Before me, a notary public in and for the State of Ohio, personally appeared James L. Wolfe, Secretary of LCI COMMUNICATIONS, INC., a Delaware corporation, who acknowledged that he did execute the foregoing instrument and that the same was the free act and deed of the corporation and was free act and deed as such officer and individual.

IN WITNESS WHEREOF, I hereto have set my hand and official seal this 23rd day of March, 1986.

NOTARIAL SEAL

*[Handwritten signature]*  
Notary Public  
Secretary of the Supreme Court  
Notary Public for the State of Ohio  
Notary Public for the County of Franklin

NO. 329515

88010021

EXHIBIT A

Mortgagee's right, title, and interest under that certain Agreement dated May 14, 1985 (the "Agreement"), by and between Litel Telecommunications Corporation ("Litel") and Illinois Central Gulf Railroad Company (the "Railroad Company") pertaining or relating to the construction, installation, operation, maintenance, repair, reinstallation, replacement, and removal of the construction, installation, operation, maintenance, repair, reinstallation, replacement, and removal by Assignor and its employees, agents, contractors, and subcontractors of a fiber optic telecommunications system, including without limitation conduit, carrier pipe, poles, cable, fibers, repeaters, repeater sites, power sources, junction boxes, and all other attachments and appurtenances thereto, in, on, over, under, across, along, and through the Railroad Company's right-of-way (by fee, easement, license, joint use agreement, governmental grant, or other interest) within certain real property upon which it operates a rail transportation system between the Railroad Company's Chicago South Water Street station (Mile Post 8.6) to the connection with the Grand Trunk Railroad at Harvey, Illinois (Mile Post 19.82), all of the foregoing as set forth in Cook County, State of Illinois, as more fully described in the Agreement, of which Agreement an Easement Memorandum (the "Memorandum") dated June 3, 1985, by and between Litel and the Railroad Company was recorded in the Office of the County Recorder for Cook County in the State of Illinois as Document No. 832554 and as more fully described in such Memorandum.

Mortgagee acquired Litel's interest under the Agreement pursuant to an Assignment dated March 2, 1986, from Litel to Mortgagee, which Assignment was recorded in the Office of the County Recorder for Cook County, as Document No. 832554 in the State of Illinois. Such interest is free from all encumbrances affecting title to the real property subject to the Agreement except such encumbrances of record as of the date of recording hereof. Neither Litel nor Mortgagee has transferred, conveyed, or encumbered such interest, except as provided herein.

The Parcel Numbers:

- 604 15000-15900
- 604 15000-16000
- 604 15000-16100
- 604 15000-16200

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NS0295115

Clerk's Office

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DEED

THE FIDELITY AND SECURITY, SAN FRANCISCO CENTRAL RAILROAD COMPANY (FSC),  
a corporation of the State of Delaware, for and in consideration of the sum of One  
Dollars (\$1.00) in hand paid, and other good and valuable consideration, hereby

563295113

conveys its right to LITEL TELECOMMUNICATIONS CORPORATION, a Delaware  
corporation, for and in consideration of the sum of One Dollar (\$1.00) in hand paid,  
to the terms and conditions set forth in the Agreement between FSC and LITEL dated May 14, 1945

and is incorporated herein by reference, for a single filed deed cable  
conveyance, over and across the land of the said FSC, in the State of  
Delaware, which land is more particularly described as follows:

Tracts: the NE 1/4 of Fractional Section 10; the W 1/2 of Fractional Section 11;  
the SW 1/4 and the SE 1/4 of Fractional Section 12; the E 1/2 of Fractional Section 13;  
the E 1/2 of Fractional Section 14; the E 1/2 of Fractional Section 15; all in  
Township 23 N., Range 14 E. of the Third Principal Meridian; and

Tracts: the W 1/2 and the SE 1/4 of Fractional Section 2; the E 1/2 of Fractional  
Section 3; the W 1/2 of Fractional Section 11; the NE 1/4 of Fractional Section 12;  
the E 1/2 of Section 14; the E 1/2 of Section 21; through Section 24; the W  
1/2 of Section 25; all in Township 23 N., Range 14 E. of the Third Principal  
Meridian; and

Tracts: the E 1/2 of Section 2; the E 1/2 of Section 11; the SE 1/4 of Section 12;  
the E 1/2 of Section 13; the E 1/2 and SE 1/4 of Section 21; the W 1/2 of Section  
22; the E 1/2 of Section 24; the E 1/2 of Section 31; the SE 1/4 of Section 34  
all in Township 23 N., Range 14 E. of the Third Principal Meridian; and

Tracts: the E 1/2 and the SE 1/4 of Section 4; the SE 1/4 of Section 8; the W 1/2  
of Section 11; the E 1/2 of Section 12; all in Township 23 N., Range 14 E. of the  
Third Principal Meridian.

IN WITNESS WHEREOF, THE FIDELITY AND SECURITY, SAN FRANCISCO CENTRAL RAILROAD COMPANY has caused  
this instrument to be signed and its corporate seal affixed by its proper  
officers on this 3rd day of June, 1945.

FIDELITY AND SECURITY, SAN FRANCISCO CENTRAL RAILROAD COMPANY  
By: [Signature]  
Vice President - 1945

[Signature]

ACCEPTED:  
LITEL TELECOMMUNICATIONS CORPORATION  
By: [Signature]  
Vice-President - 1945

[Signature]  
Witness

RECORDED  
INDEXED

86

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AUGUST

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Property of Cook County Clerk's Office

I, ALICE SPENCER, a Native Born Citizen of the State of Illinois, do hereby certify that A. H. LEVINE was elected President of the First National Bank of Chicago on the 15th day of August, 1925, and that he was duly sworn in as such on the 15th day of August, 1925. I further certify that WILLIAM RICHARDSON was elected Vice President of said corporation, and that he was duly sworn in as such on the 15th day of August, 1925. I further certify that WILLIAM RICHARDSON was elected Vice President of said corporation, and that he was duly sworn in as such on the 15th day of August, 1925. I further certify that WILLIAM RICHARDSON was elected Vice President of said corporation, and that he was duly sworn in as such on the 15th day of August, 1925.

Witness my hand and seal of office this 15th day of August, 1925.

*[Signature]*

Office

88010021