

90357381

Return to:
Chris A. Choate
Jones, Day, Reavis & Pogue
2300 Trammell Crow Center
2001 Ross Avenue
Dallas, Texas 75201

PIN 17-10-313-002

Owner The Prudential Insurance
Company of America

Address 130 E. Randolph Drive
Chicago, IL 60601

SECOND AMENDMENT TO
AMENDED AND RESTATED LEASEHOLD DEED OF TRUST
(WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT
AND FINANCING STATEMENT)

THE STATE OF ILLINOIS)
)
COUNTY OF COOK)

DEPT-01 RECORDING \$23.00
TW5555 TRAN 2909 07/25/90 11:03:00
#3413 # *-90-357381
COOK COUNTY RECORDER

THIS SECOND AMENDMENT, dated as of June 4, 1990, (the "Amendment") amends that certain Amended and Restated Leasehold Deed of Trust (With Assignment of Rents, Security Agreement and Financing Statement) (the "Deed of Trust"), dated October 16, 1987, effective as of October 20, 1987, as amended by that certain First Amendment to Amended and Restated Leasehold Deed of Trust (with Assignment of Rents, Security Agreement and Financing Statement), dated November 20, 1988, effective as of November 22, 1988, and is made between (i) TOWER COMMUNICATION SYSTEMS CORP., an Ohio corporation ("Grantor"), a subsidiary of COMMUNICATIONS TRANSMISSION, INC., a Delaware corporation (the "Company"), (ii) THE PRUDENTIAL INSURANCE COMPANY OF AMERICA (the "Subordinated Creditor") and (iii) NCNB TEXAS NATIONAL BANK, for itself and as Administrative Lender for THE FIRST NATIONAL BANK OF CHICAGO, THE PHILADELPHIA NATIONAL BANK, FIRST UNION NATIONAL BANK OF NORTH CAROLINA and NATIONAL WESTMINSTER BANK USA, (together with NCNB TEXAS NATIONAL BANK, the "Lender") (in its capacity as Administrative Lender for the Lender, NCNB Texas National Bank is hereinafter referred to as the "Administrative Lender") and as Collateral Agent (the "Collateral Agent") pursuant to that certain Second Amended and Restated Collateral Agent and Intercreditor Agreement, dated as of June 4, 1990 (the "Collateral Agent Agreement").

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W I T N E S S E T H :

WHEREAS, Grantor and the Company are parties to the Third Amended and Restated Credit Agreement, dated as of June 4, 1990 (as the same may from time to time be further amended, restated, supplemented or otherwise modified, the "Credit Agreement") with Lender and NCNB Texas National Bank, as Administrative Lender, pursuant to which Grantor and the Company are obligated to Lender in an aggregate principal amount not to exceed \$156,343,404.23;

WHEREAS, the Company is obligated to Subordinated Creditor in the aggregate principal amount not to exceed \$53,384,198.26 pursuant to the Fourth Amended and Restated Note and Stock Purchase Agreement dated as of June 4, 1990 (as the same may from time to time be amended, restated, supplemented or otherwise modified, the "Note and Stock Purchase Agreement"), pursuant to which the Subordinated Creditor's rights of payment and its liens and security interests in the Collateral are subordinate to the rights of the Lender;

WHEREAS, pursuant to the Deed of Trust, Grantor granted, bargained, sold, transferred, assigned and conveyed unto H. Clinton Roberts, Jr., Trustee, a first and prior security interest and lien securing the Obligation (as defined in the Deed of Trust) on behalf of the Collateral Agent, on behalf of and for the ratable benefit of Lender, and a second security interest and lien securing the Subordinated Debt (as defined in the Deed of Trust) on behalf of the Subordinated Creditor, as their respective interests are defined in accordance with the Collateral Agent Agreement, in and to all right and title of Grantor in and to the leasehold interest in that certain real property described on Exhibit "A" attached hereto;

WHEREAS, it is a requirement of the Credit Agreement that Grantor and Subordinated Creditor execute and deliver to the Collateral Agent, for the benefit of Lender and Subordinated Creditor, as their respective interests are defined in accordance with the Collateral Agent Agreement, this Amendment in order further to define the rights and obligations of the parties hereto;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor, Collateral Agent and Subordinated Creditor agree as follows:

1.) Amendment to Defined Term. Effective as of the date hereof, all references in the Deed of Trust to "Trustee" shall mean James D. Randolph, Trustee who is hereby substituted as Trustee and whose address is 1201 Main Street, 13th Floor, Dallas, Texas 75202.

2.) Amendment to Section 1.1. Section 1.1 of the Deed of Trust is hereby amended in its entirety to read as follows:

1.1. This deed of trust is given to secure (a) the obligations hereunder, the obligations under any instrument given to secure the hereinafter mentioned notes, the Obligation, as defined in the Third Amended and Restated Credit Agreement (as the same may from time to time be amended, restated, supplemented or otherwise modified, the "Credit Agreement"), dated as of June 4, 1990, among the Lender and Communications Transmission, Inc. (the "Company") and its Subsidiaries, including but not limited to, those certain promissory notes, dated June 4, 1990, and any other promissory notes executed by the Company and/or its Subsidiaries from time to time pursuant to the Credit Agreement, payable to the order of Lender as defined in the Credit Agreement in the aggregate original principal amount of \$156,343,404.23, as such amount may be renewed or extended, bearing interest as in said notes specified, interest payable as in said notes specified, and having final maturity dates of June 4, 1997 as such maturity date may be shortened or extended pursuant to the terms of the Credit Agreement, and any and all renewals, modifications, or extensions of said notes and notes issued in substitution or exchange therefor (hereinafter called "the note"), or any part thereof, (b) the Subordinated Debt, the Interest Deferral Note and the Subordinated Notes (as such terms are hereafter defined) issued pursuant to the Fourth Amended and Restated Note and Stock Purchase Agreement, dated as of June 4, 1990 (the "Note and Stock Purchase Agreement"), including, but not limited to, (i) that certain Interest Deferral Note due June 4, 1992, dated June 4, 1990, executed by the Company in the original principal amount of \$1,790,506.01 (the "Interest Deferral Note") and (ii) those certain Amended and Restated Subordinated Notes (the "Subordinated Notes") due June 4, 1992, dated June 4, 1990, executed by the Company, registered in the name of the Subordinated Creditor in the aggregate original principal amount of \$53,384,198.26, bearing interest as in said Interest Deferral Note and Subordinated Notes specified, and any and all renewals, modifications, increases, or extensions of said Interest Deferral Note and Subordinated Notes and notes issued in

substitution or exchange therefor which are permitted expressly in writing by the Lender (referred to herein as the "Subordinated Debt") and (c) all costs incurred by the Collateral Agent to obtain, preserve, perfect and enforce this agreement and security interest, collect the Obligation and the Subordinated Debt, and maintain, preserve, collect and enforce the Mortgaged Property, including but not limited to taxes, assessments, insurance premiums, repairs, reasonable attorney's fees and legal expenses, rent, storage costs and expenses of sale. The words "Secured Indebtedness," as used herein, shall mean all of the indebtedness, obligations and liabilities described or referred to above in clauses (a), (b) and (c) of this Section 1.1. In no event will the Secured Indebtedness ever exceed \$660,000,000, and in the event that the sum of the indebtedness, obligations and liabilities described or referred to in clauses (a), (b) and (c) of this Section 1.1 exceed said amount, then the Subordinated Debt, to the extent of such excess, shall be deemed unsecured by this deed of trust, and such unsecured portion shall not receive priority. Unless otherwise defined herein, terms used herein shall have the same meanings as those used in the Credit Agreement. As used herein, "deed of trust" shall mean this Amended and Restated Deed of Trust, as amended hereby, together with any further amendments, restatements, modifications, renewals and extensions."

3.) Ratifications. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Deed of Trust and except as expressly modified and superseded by this Amendment, the terms and provisions of the Deed of Trust are ratified and confirmed and shall continue in full force and effect. Grantor agrees that the Deed of Trust as amended hereby is and shall continue to be its legal, valid, binding and enforceable obligations.

4.) Amended Documents. This Amendment shall serve as an amendment of that certain Leasehold Deed of Trust (the "Original Deed of Trust"), dated as of June 3, 1986, executed by Grantor and filed of record on June 11, 1986 at Number 86235030, and of the Amended and Restated Leasehold Deed of Trust filed of record on October 27, 1987 at Number 87579501, as amended by that certain First Amendment to Amended and Restated Leasehold Deed of Trust filed of record in the county records of Cook County, Illinois. Each of the documents executed and delivered in connection with the Deed of Trust is amended so that any reference therein to the Deed of Trust

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shall mean a reference to the Deed of Trust as amended hereby. Notwithstanding the foregoing, the lien and security interest created by the Original Deed of Trust, the Amended and Restated Leasehold Deed of Trust, the First Amendment and this Second Amendment shall continue in full force and effect.

5.) Counterparts. This Amendment may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Property of Cook County Clerk's Office

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EXECUTED as of the 27th day of June, 1990, effective as of the 4th day of June, 1990.

TOWER COMMUNICATION SYSTEMS CORP.

By Wayne Smith
Its Secretary

NCNB TEXAS NATIONAL BANK,
as Collateral Agent and as
Administrative Lender

By _____
Its _____

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA

By _____
Its _____

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EXECUTED as of the _____ day of June, 1990, effective as of the 4th day of June, 1990.

TOWER COMMUNICATION SYSTEMS CORP.

By _____
Its Secretary

NCNB TEXAS NATIONAL BANK,
as Collateral Agent and as
Administrative Lender

By James O. Randall
Its Vice-President

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA

By _____
Its _____

Property of Cook County Clerk's Office

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9 0 3 5 7 3 8 1

EXECUTED as of the _____ day of June, 1990, effective as of the 4th day of June, 1990.

TOWER COMMUNICATION SYSTEMS CORP.

By _____
Its Secretary

NCNB TEXAS NATIONAL BANK,
as Collateral Agent and as
Administrative Lender

By _____
Its _____

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA

By Joseph P. Manano
Its VICE PRESIDENT

Property of Cook County Clerk's Office

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THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

This instrument was acknowledged before me on June 27, 1990 by Wayne Lovett, Secretary of Tower Communication Systems Corp., an Ohio corporation, on behalf of said corporation.



Stephanie A. Seuser
Notary Public, State of Texas

My Commission Expires:

THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me on June __, 1990 by _____, _____ of NCNB Texas National Bank, on behalf of said national association.

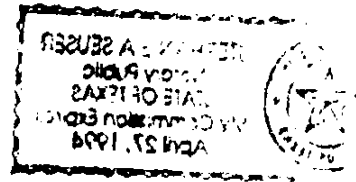
Notary Public, State of Texas

My Commission Expires:

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Property of Cook County Clerk's Office



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9 0 3 5 7 3 8 1

THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

This instrument was acknowledged before me on June __, 1990 by Wayne Lovett, Secretary of Tower Communication Systems Corp., an Ohio corporation, on behalf of said corporation.

Notary Public, State of Texas

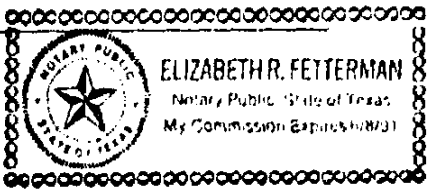
My Commission Expires:

THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me on June 2, 1990 by James A. Landry, Vice President of NCNB Texas National Bank, on behalf of said national association.

Elizabeth R. Fetterman
Notary Public, State of Texas

My Commission Expires:



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THE STATE OF New York)
)
COUNTY OF New York)

This instrument was acknowledged before me on June 26, 1990 by Lois P. Mariano, VICE PRESIDENT of The Prudential Insurance Company of America, a New Jersey corporation, on behalf of said corporation.

Angela M. Williams
Notary Public, State of New York

My Commission Expires:

January 19, 1992

ANGELA M WILLIAMS
NOTARY PUBLIC, State of New York
No. 4917470
Qualified in Nassau County
Commission Expires January 19, 1992

GRANTEE'S ADDRESS:

NCNB Texas National Bank
1201 Main Street, 13th Floor
Dallas, Texas 75202

7538s

90357281

PLAT OF THE PRUDENTIAL AND
ILLINOIS CENTRAL SUBDIVISION

Of all that part of the south half of fractional section 10, Township 39 north, range 14 east of the third principal meridian, and land adjacent thereto, described as: beginning at the point of intersection of the east line of Beaubien Court and the north line of east Randolph Street, thence north along the east line of Beaubien Court to the north line of east Lake Street; thence east along a straight line which is perpendicular to the west line of north Michigan Avenue and to the east line of Beaubien Court and passes through the point of intersection of the east line of Beaubien Court and the north line of east Lake Street, a distance of four hundred fifty-one and five tenths feet (451.5') to a point; thence south along a line parallel to and four hundred fifty-one and five tenths feet (451.5') east of the east line of Beaubien Court to a point on the north line of east Randolph Street extended east; thence westerly along the north line of east Randolph Street extended east, to the point of beginning, in the City of Chicago, County of Cook, State of Illinois.

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PLEASE RETURN TO:
MELANIE M. HANSEN
JONES, DAY, REAVIS & POGUE
2001 ROSS AVE., STE. 2300
DALLAS, TEXAS 75201