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AMENDMENT NO. 1 TO SECOND MORTGAGE Dated as of November 20, 1991

THIS AMENDMENT NO. 1 TO SECOND MORTGAGE ("Amendment to Mortgage") is made and entered into as of the 20th day of November, 1991 by CHICAGO SUN-TIMES, INC., a Delaware corporation, having its principal office located at 401 North Wabash Avenue, Chicago, Illinois 60611 ("Mortgagor"), and WILMINGTON TRUST COMPANY, a Delaware corporation, and WILLIAM J. WADE, c/o Wilmington Trust Company, Rodney Square North, Wilmington, Delaware 19890, not in their individual capacities, but solely as Trustee ("Mortgagee") under that certain Collateral Trust Agreement (the "Collateral Trust Agreement") dated as of November 6, 1990, as amended, by and among Mortgagor, Mortgagee, The Sun-Times Company ("S-T"), Pioneer Newspapers Inc., Star Publications, Inc., Chicago Sun-Times Features, Inc., and Sun-Times Distribution Systems, Inc. Terms defined in the Second Mortgage (as defined below) which are not otherwise specifically defined herein shall have the meanings ascribed to such terms in the Second Mortgage.

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43034 # C *-91-616179
COOK COUNTY RECORDER

W I T N E S S E T H:

WHEREAS, S-T is a party to that certain Financing Agreement dated as of November 6, 1990, as amended (the Financing Agreement and any and all renewals, extensions for any period, increases, rearrangements, amendments or restatements thereof, is referred to as the "Financing Agreement") by and among S-T, the financial institutions from time to time a party thereto (the "Bank Lenders") and Citibank, N.A., as a Bank Lender, as "Issuing Bank" (as such term is defined in the Financing Agreement) and as agent (the "Agent") for the Issuing Bank and the Bank Lenders;

WHEREAS, S-T is a party to those certain Note Agreements dated as of November 1, 1990 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Note Agreements") among S-T and the "Purchasers" (as such term is defined in the Note Agreements);

WHEREAS, pursuant to the terms of that certain Guaranty dated as of November 6, 1990 (as amended, restated, supplemented

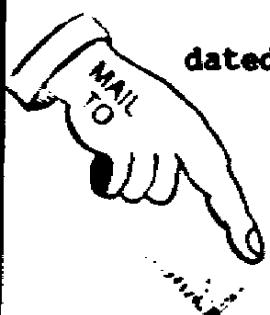
This document was prepared by and following recording should be returned to:

James L. Marovitz
Sidley & Austin
One First National Plaza
Chicago, Illinois 60603

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or otherwise modified from time to time, the "Bank Guaranty"), Mortgagor has guaranteed to the Agent, the Issuing Bank and the Bank Lenders the full and prompt payment and performance of all "Obligations" (as such term is defined in the Bank Guaranty);

WHEREAS, pursuant to the terms of that certain Guaranty Agreement executed in connection with the Note Agreements (as amended, restated, supplemented or otherwise modified from time to time, the "Note Guaranty"), Mortgagor has guaranteed to the Purchasers the full and prompt payment and performance of all "Obligations" (as such term is defined in the Note Guaranty);

WHEREAS, Mortgagor and Mortgagee are parties to the Collateral Trust Agreement;

WHEREAS, concurrently with its execution of the Bank Guaranty and Note Guaranty, Mortgagor executed that certain Second Mortgage dated as of November 6, 1990 (the "Second Mortgage") and recorded November 13, 1990 as Document No. 90551309 in the Office of the Recorder of Deeds of Cook County, Illinois, in favor of Mortgagee mortgaging the land described in the exhibits attached thereto or otherwise described therein, in order to secure the prompt and complete payment, performance and observance of Mortgagor's "Obligations" (as such term is defined in the Second Mortgage);

WHEREAS, concurrently with the execution and delivery of this Amendment to Mortgage, pursuant to that certain Special Availability Financing Agreement of even date herewith (the Special Availability Financing Agreement and any and all renewals, extensions for any periods, increases, rearrangements, amendments, or restatements thereof, is referred to as the "Special Availability Financing Agreement"), by and among S-T, the Bank Lenders, the insurance companies from time to time party thereto (the "Insurance Company Lenders", and, together with the Bank Lenders, the "Lenders") and Citibank, N.A., as agent for the Lenders, the Bank Lenders have agreed to convert certain of the now outstanding "Revolving Loans" (as defined in the Financing Agreement) to "Special Availability Advances" (as defined in the Special Availability Financing Agreement) and the Insurance Company Lenders have agreed to readvance the proceeds of certain interest payments due to them under the Note Agreements to Borrower as Special Availability Advances, such Special Availability Advances to be in the aggregate principal amount of Six Million, Two Hundred Thousand and no/100 Dollars (\$6,200,000.00);

WHEREAS, concurrently with the execution and delivery of this Amendment to Mortgage, S-T has executed and delivered to the Lenders certain Deferred Interest Notes (the "Deferred Interest Notes") issued under and pursuant to the Financing Agreement, the Special Availability Financing Agreement and the Note Agreement evidencing certain indebtedness and obligations of S-T under the aforesaid agreements;

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WHEREAS, Mortgagor is a wholly-owned subsidiary of S-T and acknowledges that the aforesaid extensions of credit and other financial accommodations made to S-T under the Financing Agreement, as amended, the Special Availability Financing Agreement and the Deferred Interest Notes are of benefit to Mortgagor; and

WHEREAS, Mortgagor and Mortgagee desire to enter into this Amendment No. 1 to Mortgage to (a) acknowledge (i) the execution and delivery of the Special Availability Financing Agreement, (ii) the indebtedness incurred thereunder, and (iii) the execution and delivery of the Deferred Interest Notes; and (b) secure the full payment and performance of the obligations incurred under and evidenced by the Special Availability Financing Agreement and Deferred Interest Notes by the liens and security interests granted pursuant to the terms of the Second Mortgage;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in furtherance of the provisions of the Loan Documents, Mortgagor and Mortgagee agree as follows:

1. From and after the date hereof, the term "Liabilities" as used in the Second Mortgage shall include (a) the "Special Availability Obligations" (as such term is defined in the Special Availability Financing Agreement), including, without limitation, the loans in the aggregate principal amount of Six Million, Two Hundred Thousand and no/100 Dollars (\$6,200,000.00) together with any and all renewals, extensions for any period, increases in the principal amounts, or rearrangements thereof, and (b) all indebtedness and obligations under the Deferred Interest Notes, all as incurred pursuant to the Special Availability Financing Agreement, the Financing Agreement and the Note Agreement.

2. From and after the date hereof, the term "Loan Documents" as used in the Second Mortgage shall include, without limitation, the Special Availability Financing Agreement and the Deferred Interest Notes.

3. The Second Mortgage is hereby ratified and, except as modified hereby, remains in full force and effect. From and after the date hereof, the word "Mortgage", as used in the Second Mortgage, shall mean the Second Mortgage as the same is amended hereby.

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IN WITNESS WHEREOF, this instrument is executed as an instrument under seal of the day and year first above written.

MORTGAGOR:

CHICAGO SUN-TIMES, INC.

By: Joseph P. Gaynor III
Joseph P. Gaynor III
Vice President

ATTEST:

Charles T. Price
Charles T. Price
Assistant Secretary

MORTGAGEE:

William J. Wade

WILMINGTON TRUST COMPANY

By: _____
Name:
Title:

ATTEST:

Name:
Title:

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IN WITNESS WHEREOF, this instrument is executed as an instrument under seal of the day and year first above written.

MORTGAGOR:

CHICAGO SUN-TIMES, INC.

By: _____
Joseph P. Gaynor, III
Vice President

ATTEST:

Name:
Title:

MORTGAGEE:

[Signature]

William J. Wade

WILMINGTON TRUST COMPANY

By: *[Signature]*

Name: JOHN M. BEESON, JR.
Title: ASSISTANT VICE PRESIDENT

ATTEST:
[Signature]

Name: Ralph R. Cella
Title: Financial Services Officer

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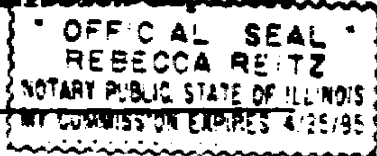
STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Rebecca Reitz, a Notary Public in and for said County in the State aforesaid, do hereby certify that Joseph P. Gaynor III and Charles T. Price who are personally known to me to be the same person whose names are subscribed to the foregoing instrument as, respectively, Vice President and Assistant Secretary of Chicago Sun-Times, Inc., and to me personally known to be such officers, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary they signed and delivered the said instrument pursuant to authority given by the Board of Directors of said corporation as their free and voluntary acts and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of November, 1991.

Rebecca Reitz
Notary Public

My Commission Expires:



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STATE OF DELAWARE)
)
COUNTY OF NEW CASTLE)

I, Barbara A. Wheeler, a Notary Public in and for said County in the State aforesaid, do hereby certify that William J. Wade who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of November, 1991



Notary Public

My Commission Expires:

NOTARIAL SEAL
BARBARA A. WHEELER, NOTARY PUBLIC
State of Delaware
Date of Appointment: Jun. 20, 1990
My Commission Expires: Jun. 20, 1992

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STATE OF DELAWARE)
) ss.
NEW CASTLE COUNTY)

ON the 20th day of November, 1991, before me personally came John M. Beeson, Jr. and Ralph R. Cella, to me personally known and known to me to be the persons described in and who executed the foregoing instrument as Assistant Vice President and Financial Services Officer, respectively, of WILMINGTON TRUST COMPANY, who, being by me duly sworn, did depose and say that they are Assistant Vice President and Financial Services Officer, respectively, of Wilmington Trust Company, which executed the foregoing instrument; that said instrument was signed on behalf of said corporation pursuant to its by-laws; that they signed their names thereto pursuant to such by-laws; and that they duly acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

[NOTARIAL SEAL]

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