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FIRST AMENDMENT

TO

MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES, RENTS AND PROFITS,
FINANCING STATEMENT AND FIXTURE FILING

made by

PYLE-NATIONAL INC.,

as Mortgagor,

to

BANKERS TRUST COMPANY,

as Collateral Agent,

as Mortgagee

PREPARED BY AND RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

WHITE & CASE
1155 Avenue of the Americas
New York, New York 10036
Attention: Lorraine Briganti, Esq.

DEPT-01 RECORDINGS 147.0
T57777 TRAN 1830 12/28/92 14:21:00
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COOK COUNTY RECORDER

BOOK 994

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FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, RENTS AND PROFITS, FINANCING STATEMENT AND FIXTURE FILING

FIRST AMENDMENT (this "Amendment"), dated as of December 22, 1992, between Pyle-National Inc., a corporation organized and existing under the laws of the State of Delaware and having an address at 1334 N. Kostner Avenue, Chicago, Illinois 60651, as mortgagor (the "Mortgagor"), and Bankers Trust Company, a New York State banking corporation, having an office at 280 Park Avenue, New York, New York 10017, as Collateral Agent (the "Mortgagee") for the benefit of (x) the Banks and the Agent under, and as defined in, and any other lenders under, the Credit Agreement hereinafter referred to and (y) the holders from time to time of the Senior Notes. Except as otherwise defined herein, terms used herein and defined in the Credit Agreement (as in effect on the date hereof) shall be used herein as so defined.

W I T N E S S E T H :

WHEREAS, the Mortgagor has made, executed and delivered to the Mortgagee a Mortgage, Security Agreement, Assignment of Leases, Rents and Profits, Financing Statement and Fixture Filing, dated as of November 18, 1991 (as amended through the date hereof and as the same may from time to time be further amended, restated, supplemented or otherwise modified, the "Mortgage");

WHEREAS, the Mortgage has been recorded on November 22, 1991 with the Cook County Recorder, Cook County, Illinois as Document Number 91617041;

WHEREAS, Amphenol Corporation ("Amphenol"), the financial institutions (the "Banks") from time to time party thereto and Bankers Trust Company, as Agent (together with any successor agent, the "Agent"), have entered into an Amended and Restated Credit Agreement, dated as of October 31, 1991 and amended and restated as of December 22, 1992, providing for the making of Loans and the issuance of, and participation in, Letters of Credit as contemplated therein (as used herein, the term "Credit

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Agreement" means the Credit Agreement described above in this paragraph, as amended and restated through the date hereof and as the same may be further amended, modified, extended, renewed, replaced, restated, supplemented or refinanced from time to time, and including any agreement (other than the Senior Notes and the Senior Note Documents) extending the maturity of, refinancing or restructuring of (including, but not limited to, the inclusion of additional borrowers thereunder that are Subsidiaries of Amphenol and whose obligations are guaranteed by Amphenol the amount borrowed) all or any portion of the Indebtedness under such agreement or any successor agreements; provided that with respect to any agreement providing for the refinancing of Indebtedness under the Credit Agreement, such agreement shall only be treated as, or as part of, the Credit Agreement hereunder if (i) either (A) all obligations under the Credit Agreement being refinanced shall be paid in full at the time of such refinancing, and all commitments and letters of credit issued pursuant to the refinanced Credit Agreement shall have terminated in accordance with their terms or (B) the Required Banks shall have consented in writing to the refinancing Indebtedness being treated, along with their Indebtedness, as Indebtedness pursuant to the Credit Agreement, (ii) the refinancing Indebtedness shall be permitted to be incurred under the Credit Agreement being refinanced (if such Credit Agreement is to remain outstanding) and under the Senior Note Documents (if the Senior Notes remain outstanding) and (iii) a notice to the effect that the refinancing Indebtedness shall be treated as issued under the Credit Agreement shall be delivered by Mortgagor to Mortgagee);

WHEREAS, Amphenol has issued \$100,000,000 in aggregate principal amount of its 10.45% Senior Secured Notes (the "Senior Notes") due 2001 pursuant to separate Note and Guarantee Agreements, each dated as of October 30, 1991, among Amphenol, the Guarantors party thereto and each of the purchasers listed in Schedule A thereto and amended by a letter agreement, dated November 7, 1991, among Amphenol and such Purchasers and further amended by the Second Amendment (Including Consent), dated as of December 9, 1992, among Amphenol, the Mortgagor (as Guarantor thereunder), the other Guarantors listed on the signature pages thereof and the Noteholders listed on the signature pages thereof (as amended, modified or supplemented from time to time, collectively, the "Senior Note Agreement", which together with the Senior Notes and all other documents and agreements related thereto are herein called the "Senior Note Documents");

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WHEREAS, the Mortgagor is an indirect Subsidiary of Amphenol and, as such, will receive benefits from the extensions of credit pursuant to the Credit Agreement and the Senior Note Agreement;

WHEREAS, the Mortgagor has entered into a guaranty dated as of November 18, 1991 (as supplemented through the date hereof and as the same from time to time may be further amended, restated, supplemented or otherwise modified, the "Subsidiaries Bank Guaranty") pursuant to which Mortgagor has unconditionally guaranteed any and all obligations and liabilities of Amphenol under, or with respect to, the Credit Documents;

WHEREAS, the Mortgagor has entered into a guarantee dated as of November 18, 1991 (as supplemented through the date hereof and as the same from time to time may be further amended, restated, supplemented or otherwise modified, the "Subsidiaries Senior Note Guarantee") pursuant to which Mortgagor has unconditionally guaranteed any and all obligations and liabilities of Amphenol under, or with respect to, the Senior Notes and the other Senior Note Documents;

WHEREAS, the Mortgagor is the owner of a fee simple estate in the Property (which Property includes the Land more particularly bounded and described on Exhibit A attached hereto (as such terms are defined in the Mortgage));

WHEREAS, Mortgagor desires to enter into this Mortgage to satisfy the condition described in the preceding paragraph, to induce the Mortgagee to enter into the Credit Documents and the Senior Note Documents and to secure the Obligations (as defined in the Mortgage).

WHEREAS, it is a condition precedent to the making of the Loans to Amphenol pursuant to the Credit Agreement and to the extension of credit under the Senior Note Documents that the Mortgagor shall have executed and delivered this Amendment; and

WHEREAS, as of the date hereof the parties hereto are amending certain of the Credit Documents and the Senior Note Documents and wish to amend the Mortgage as provided herein;

NOW, THEREFORE, it is agreed:

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1. The introductory paragraph of the Mortgage is hereby amended by deleting the parenthetical in the last sentence thereof and inserting the following new parenthetical in lieu thereof:

"(as in effect on the Restatement Effective Date)."

2. The fifth full paragraph starting with "TO HAVE AND TO HOLD" on Page 5 of the Mortgage shall be amended by deleting the words "all Credit Agreement Obligations, Collateral Preservation Obligations and Enforcement Obligations under this Mortgage are fully paid and performed" appearing therein and inserting the words "the Termination Date (as defined below) has occurred" in lieu thereof.

3. The fifth full paragraph starting with "TO HAVE AND TO HOLD" on Page 5 of the Mortgage shall be further amended by inserting the following sentence at the end of such paragraph:

"As used in this Mortgage, the term 'Termination Date' shall mean the date upon which both (i) all Credit Agreement Obligations, Collateral Preservation Obligations and Enforcement Obligations under this Mortgage are fully paid and performed and (ii) either (x) Amphenol has delivered to the Senior Note Creditors a proper Security Termination Notice (as defined in the Senior Note Agreement as in effect on the Restatement Effective Date) and the Security Termination Date (as defined in the Senior Note Agreement as in effect on the Restatement Effective Date) has occurred or (y) all Senior Note Obligations are fully paid and performed."

4. The Mortgagor represents and warrants that the representations and warranties contained in Article I and Section 2.02 of the Mortgage are true and correct in all material respects on and as of the date hereof.

5. This Amendment is limited as specified and shall not constitute a modification, amendment, acceptance or waiver of any other provision of the Mortgage. The Mortgage as modified and amended by this Amendment is hereby ratified and confirmed in all respects. Except as hereby amended, the terms and provisions of the Mortgage shall continue in full force and effect.

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6. This Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts when executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A complete set of counterparts shall be lodged with the Mortgagor and the Mortgagee.

7. This Amendment and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the laws of the State in which the Property is located.

8. This Amendment shall become effective on the date (the "Amendment Effective Date") when the Mortgagor and the Mortgagee shall have executed a counterpart hereof (whether the same or different counterparts) and delivered same to the Mortgagee.

9. From and after the Amendment Effective Date, all references in the Mortgage and each of the Credit Documents and the Senior Note Documents to the Mortgage shall be deemed to be references to the Mortgage after giving effect to this Amendment.

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IN WITNESS WHEREOF, the Mortgagor and the Mortgagee have duly executed this Amendment as of the date first above written.

ATTEST:

PYLE-NATIONAL INC.
a Delaware corporation

By Edward C. Wetmore
Name: Edward C. Wetmore
Title: Secretary

By [Signature]
Name: Edward G. Jepsen
Title: Executive Vice President

ATTEST:

BANKERS TRUST COMPANY,
as Collateral Agent

By [Signature]
Name: Denise G. Warren
Title: Vice President

By [Signature]
Name: Robert W. Heuser
Title: Vice President

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STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Robert W. Hevner of Bankers Trust Company, a New York banking corporation and Denise G. Wagner of said banking corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Vice President, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as such officers of said banking corporation, as their own free and voluntary act and as the free and voluntary act of the banking corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 22 day of December, 1992.

JAMES V. LIND
Notary Public, State of New York
No. 314905723
Qualified in New York County
Commission Expires Aug. 23, 1993


Notary Public

My Commission Expires:

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EXHIBIT A

Description of the Land

Tax ID

16-03-106-002

16 03 105-022

16 03 106 018

PARCEL 1:

Common Street Address

1324 N. KOSTER
CHICAGO ILLINOIS 60651

All that certain plot, piece or parcel of land lying and being in the City of Chicago, County of Cook, State of Illinois, more particularly described as follows: The North 248 feet of that part of the North Half of the Southeast Quarter of the Northwest Quarter of Section 3, Township 39 North, Range 13 East of the Third Principal Meridian, lying East of the West 300 feet thereof, in Cook County, Illinois.

ALSO

PARCEL 2:

All that certain plot, piece or parcel of land lying and being in the City of Chicago, County of Cook, State of Illinois, more particularly described as follows: That part of the Northeast Quarter of the Northwest Quarter of Section 3, Township 39 North, Range 13 East of the Third Principal Meridian, described as follows: Beginning at the point of intersection of the East line of the West 300 feet of said Northeast Quarter of the Northwest Quarter with a straight line drawn from a point on said East line of the West 300 feet which is 686.25 feet South of the North line of said Northeast Quarter of the Northwest Quarter to a point on the East line of said Northeast Quarter of the Northwest Quarter which is 685.15 feet South of the Northeast corner thereof and running thence East along the above mentioned straight line, a distance of 393.47 feet to its intersection with the West line of the East 640.48 feet of said Northeast Quarter of the Northwest Quarter; thence South along said West line of the East 640.48 feet, a distance of 634.91 feet to its intersection with the South line of said Northeast Quarter of the Northwest Quarter; thence West along said South line of the Northeast Quarter of the Northwest Quarter, a distance of 394.72 feet to its intersection with said East line of the West 300 feet of the Northeast Quarter of the Northwest Quarter; thence North along said East line of the West 300 feet, a distance of 635.35 feet to the point of beginning. (Except that part used by the Chicago and Northwestern Railway Company for a switch track, beginning at the Southeast corner of said land hereinbefore conveyed and running thence Northwesterly in an arc to a point where the southerly line of such switch track property meets the West line of said land hereinbefore conveyed at a point 226.92 feet North of the Southwest corner of said land hereinbefore conveyed; Also Except from said land that part conveyed to Zenith Radio Corporation by an instrument recorded June 16, 1960 as Document Number 17883825 described as follows: That part of the Northeast Quarter of the Northwest Quarter of Section 3, Township 39 North, Range 13 East of the Third Principal Meridian, described as follows: Beginning at the point of intersection of the East line (hereinafter referred to as "first mentioned East line") of the West 300 feet of said Northeast Quarter of the Northwest Quarter with a straight line (hereinafter referred to as "first mentioned straight line") drawn from a point on the above described "first mentioned East line" which is 686.25 feet South of the North line of said Northeast Quarter of the Northwest Quarter to a point on the East line of said Northeast Quarter of the Northwest Quarter which is 685.15 feet South of the Northeast corner thereof; and running thence East along the above "first mentioned straight line", a distance of 393.47 feet to its intersection with the West line (hereinafter referred to as "West line") of the East 640.48 feet of said Northeast Quarter of the Northwest

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Quarter; thence South along said "West line", a distance of 320 feet; thence West along a straight line (hereinafter referred to as "second mentioned straight line") located 320 feet South of and parallel with the above described "first mentioned straight line", a distance of 393.47 feet, more or less, to the intersection of such "second mentioned straight line" with the above described "first mentioned East line"; and thence North along said "first mentioned East line", a distance of 320 feet to the point of beginning).

ALSO

PARCEL 3:

All that certain plot, piece or parcel of land lying and being in the City of Chicago, County of Cook, State of Illinois, more particularly described as follows: The West 350 feet of the South 75 feet of the North 323 feet of the North Half of that part of the Southeast Quarter of the Northwest Quarter of Section 3, Township 39 North, Range 13 East of the Third Principal Meridian, lying East of the West 300 feet thereof, in Cook County, Illinois.

ALSO

PARCEL 4:

Easement for the benefit of Parcel# 1, 2 and 3 (taken as a tract) for a switch track or track as created by Deed from Martin J. Hanson and Arne C. Hanson, his wife, and Martin J. Hanson, as Trustee under Last Will and Testament of John C. Hanson, deceased; Louis E. Hanson and Lillian E. Hanson, as Trustees under Last Will and Testament of Louis J. Hanson, deceased, to The Pyle-National Company, a corporation of New Jersey, dated December 31, 1948 and recorded January 31, 1949 as Document Number 14488015 as revised and recorded June 30, 1950 as Document Number 14840790 and as amended by Grant by Zenith Radio Corporation, a corporation of Illinois, to The Pyle-National Company, a corporation of New Jersey, dated February 26, 1951 and recorded July 24, 1951 as Document Number 15129705, said switch track being located on land described as follows: That part of the Northeast Quarter of the Northwest Quarter of Section 3, Township 39 North, Range 13 East of the Third Principal Meridian, described as follows: Commencing at a point in the South line of the Northeast Quarter of the

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Northwest Quarter of said Section 3, which is 640.48 feet West of the Southeast corner of said Northeast Quarter of the Northwest Quarter and running thence North on a line which is parallel with the East line of said Northeast Quarter of the Northwest Quarter for a distance of 18 feet to a point; thence West on a line which is parallel with the said South line of the Northeast Quarter of the Northwest Quarter for a distance of 25.76 feet to a point of curve; thence Northwesterly on a curved line tangent to said last described line, convex to the Southwest and having a radius of 373.07 feet, a distance of 352.52 feet to a point of compound curve; thence continuing Northwesterly on a curved line convex to the Southwest and having a radius of 349.27 feet, a distance of 203.61 feet to a point in the East line of the West 300 feet of said Northeast Quarter of the Northwest Quarter; thence South along said East line of the West 300 feet, a distance of 105.22 feet, to a point which is 256.92 feet North of said South line of the Northeast Quarter of the Northwest Quarter; thence Southeasterly on a curved line convex to the Southwest, concentric with said last described curved line and having a radius of 369.27 feet for a distance of 108.68 feet to a point of compound curve; thence continuing Southeasterly in a curved line convex to the Southwest, concentric with said first described curved line and having a radius of 393.07 feet a distance of 331.75 feet to a point in the said South line of said Northeast Quarter of the Northwest Quarter; thence East along said South line a distance of 65.35 feet to the point of beginning.

ALSO

PARCEL 5:

Easement to construct and maintain a reasonable number of crossings over and across the switch track for vehicles and pedestrians in connection with ingress to and egress from Parcels 1, 2 and 3 (taken as a tract) as created by Grant from Zenith Radio Corporation, a corporation of Illinois, to Pyle-National Company, a corporation of New Jersey, dated February 26, 1951 and recorded July 24, 1951 as Document Number 151297/35 over and across the switch track used by the Chicago and Northwestern Railway Company described as follows: That part of the Northeast Quarter of the Northwest Quarter of Section 3, Township 39 North, Range 13 East of the Third Principal Meridian, described as follows: Commencing at a point in the South line of the Northeast Quarter of the Northwest Quarter of said Section 3 which is 640.48 feet West of the Southeast corner of said

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Northeast Quarter of the Northwest Quarter and running thence North on a line which is parallel with the East line of the said Northeast Quarter of the Northwest Quarter for a distance of 18 feet to a point; thence West on a line which is parallel with the said South line of the Northeast Quarter of the Northwest Quarter for a distance of 25.76 feet to a point of curve; thence Northwesterly on a curved line tangent to said last described line, convex to the Southwest and having a radius of 373.07 feet, a distance of 352.52 feet to a point of compound curve; thence continuing Northwesterly on a curved line convex to the Southwest and having a radius of 349.27 feet, a distance of 203.61 feet to a point in the East line of the West 300 feet of said Northeast Quarter of the Northwest Quarter; thence South along said East line of the West 300 feet, a distance of 103.22 feet, to a point which is 256.92 feet North of the said South line of the Northeast Quarter of the Northwest Quarter; thence Southeasterly on a curved line convex to the Southwest, concentric with said last described curved line and having a radius of 369.27 feet for a distance of 108.68 feet to a point of compound curve; thence continuing Southeasterly in a curved line convex to the Southwest, concentric with said first described curved line and having a radius of 393.07 feet, a distance of 311.75 feet to a point in the said South line of said Northeast Quarter of the Northwest Quarter; thence East along the said South line, a distance of 65.36 feet to the point of beginning.

ALSO

PARCEL 6:

Easement for the benefit of Parcels 1 and 3 as created by Deed from Kling Brothers Engineering Works, a corporation of Illinois, to The Pyle-National Company, a corporation of New Jersey, dated November 18, 1948 and recorded November 23, 1948 as Document Number 14448649 to construct and use a switch track and also, if necessary, a switch over and across and upon the East 143 feet of the West 498 feet of the North 36 feet of the South 75 feet of the North 323 feet of the North Half of that part of the Southeast Quarter of the Northwest Quarter of Section 3, Township 39 North, Range 13 East of the Third Principal Meridian, lying East of the West 300 feet thereof, in Cook County, Illinois.

ALSO

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