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LEASEHOLD MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES
AND RENTS AND FIXTURE FILING

Schaumburg, Illinois

This Leasehold Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing (this "**Mortgage**") is made as of July 31, 2001, by UNO OF SCHAUMBURG, INC., a Illinois corporation having a place of business at 100 Charles Park Road, West Roxbury, MA 02132-4985 ("**Mortgagor**") in favor of FLEET NATIONAL BANK, a national banking association, as Mortgagee for itself and the other Lenders who are parties to the Credit Agreement (as defined in Paragraph 1(a) hereof) having a place of business at 100 Federal Street, Boston, Massachusetts 02110 ("**Mortgagee**"). All capitalized terms used herein without definition shall have the meanings ascribed to them in the Credit Agreement.

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WHEREAS, Mortgagor, Mortgagee and certain other parties named therein are parties to the Credit Agreement pursuant to which Mortgagee and the other Lenders have severally agreed to extend credit facilities to Mortgagor and certain affiliates of Mortgagor in the aggregate principal amount of up to SEVENTY FIVE MILLION AND NO/100 (\$75,000,000.00) (the "**Credit Facilities**"); and

WHEREAS, one of the conditions to the agreement of the Lenders to make available the Credit Facilities is that Mortgagor execute and deliver this Mortgage for the benefit of Mortgagee to secure Mortgagor's obligations under the Credit Agreement and the other Lender Agreements.

NOW THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to make available the Credit Facilities, Mortgagor hereby agrees as follows:

1. Grant. For consideration paid, the Mortgagor, to secure the following obligations (collectively, the "**Secured Obligations**"):

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(a) The full and prompt payment and performance when due, whether by acceleration or otherwise, with such interest, commitment fees, prepayment fees and other charges as may accrue thereon, either before or after maturity thereof, by Mortgagor, its successors or assigns, and the other Borrowers named in the Credit Agreement and their respective successors or assigns (collectively referred to herein as the "**Borrowers**") of that certain Credit Agreement dated as of the date hereof, together with any and all restatements, renewals, amendments, modifications, consolidations and extensions thereof (the "**Credit Agreement**"), TOGETHER WITH the full and prompt payment and performance when due of all promissory notes described in the Credit Agreement, together with any substitutions, amendments, renewals, modifications, consolidations and extensions of any of the foregoing (collectively the "**Notes**");

(b) Any and all future advances made by Mortgagee to or for the benefit of Mortgagor, the Borrowers or any one or more of them, whether jointly or severally liable, direct or indirect, together with interest, fees, costs, prepayment fees, and other amounts now existing or hereafter arising;

(c) The full and prompt payment and performance of all of the provisions, agreements, covenants and obligations set forth in this Mortgage, the Credit Agreement or in any other Lender Agreement;

(d) Any and all additional advances made to preserve, enforce or protect the Property (as hereinafter defined), the Lease (as hereinafter defined), the security interest created hereby on the Property, this Mortgage or any of the other Lender Agreements, including, without limitation, taxes, assessments or insurance premiums or for performance of any of the Borrowers' obligations under the Lender Agreements (whether or not the original Borrower remains the owner of the respective property at the time of such advances);

(e) All other Lender Obligations, to the extent not otherwise included in the definition of Secured Obligations; and

(f) Any and all other indebtedness, however incurred, which may now or hereafter be due and owing from Borrowers or any one or more of them, whether joint or several, to Mortgagee, now existing or hereafter coming into existence, however and whenever incurred or evidenced, whether expressed or implied, direct or indirect, absolute or contingent, or due or to become due, and all renewals, modifications, consolidations and extensions thereof.

Does hereby GIVE, GRANT, BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Mortgagee, its successors and assigns, forever, WITH RIGHT OF ENTRY AND RIGHT OF POSSESSION, under and subject to the terms and conditions hereinafter set forth, all of the following described property (hereinafter collectively referred to as the "**Property**");

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- I. All of Mortgagor's right, title and interest in and to the lease described in Exhibit B attached hereto (including any amendments or modifications thereto, the "Lease", all of Mortgagor's right, title and interest in and to the Lease, the "Leasehold Estate").

The Leasehold Estate affects certain real estate located in Schaumburg, Illinois and further described on Exhibit A attached hereto and made a part hereof together with:

All easements and rights relating, arising out of or appurtenant thereto, including any and all extensions or renewals of the Lease or substitutions or replacements thereof, and

All rights, privileges and benefits now existing or hereafter arising under the Lease, including, without limitation all rights to exercise options to extend or renew the Lease or to purchase the fee title to the leasehold estate and appurtenances thereto, and all rights to insurance proceeds, eminent domain awards or payments in lieu thereof, and

All rights of Mortgagor in and to the real estate described in Exhibit A and the buildings, fixtures, improvements, alterations, or additions now or hereafter acquired or erected on the property subject to the Lease.

- II. Together with:

(a) All right, title and interest of Mortgagor, including, without limitation, any after-acquired fee title or reversion in and to the real estate described in Exhibit A and the rights-of-ways, streets and easements adjacent or appurtenant thereto, and all easements, rights-of-way, licenses, operating agreements, condominium rights, abutting strips and gores of land, streets, ways, passages, rights, waters, water courses, water and flowage rights and powers, stock in water companies, minerals and soil, and other emblements now or hereafter located on the real estate described in Exhibit A or under or above same, and all other appurtenances whatsoever belonging or relating to the real estate described in Exhibit A or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor and the reversion and reversions, remainder and remainders, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Mortgagor of, in and to the same (the real estate described in Exhibit A together with the matters described in this paragraph (a) are collectively referred to as the "Land"); and

(b) All right, title and interest of Mortgagor in and to all buildings, structures, parking areas, water rights, landscaping, and other improvements of every nature now or hereafter situated, erected or placed on the Land or appurtenant thereto, including, without limitation, all plumbing, electrical, heating, ventilating, air conditioning, and all other building components, (the "Improvements"), and all materials intended for construction, reconstruction, alteration and repairs of the Improvements now or hereafter erected, all of which materials shall be deemed to be included within the Improvements immediately upon the delivery thereof to the Land; and

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(c) All right, title and interest of Mortgagor in and to all fixtures, machinery, equipment, furniture, inventory, building supplies, appliances and other articles of personal property (the "**Personal Property**") and all other fixtures and equipment now or hereafter owned by Mortgagor and located in, on or about, or used or intended to be used with or in connection with the Land or the Improvements, whether installed in such a way as to become a part thereof or not, including all additions, improvements, betterments, renewals and replacements of any of the foregoing, whether now owned or hereafter acquired by Mortgagor; and

(d) All right, title and interest of Mortgagor in and to all policies of insurance, licenses, including without limitation any alcoholic, liquor, restaurant or other license necessary or useful for the use of the Property, franchises, development rights, water rights, permits, leases, approvals, service and maintenance contracts, property management agreements, equipment leases, tradenames, trademarks, servicemarks, computer programs, information and data, logos, goodwill, accounts, chattel paper and general intangibles as defined in the Uniform Commercial Code as enacted in the State where the Land is located (the "**State**"), which in any way now or hereafter belong, relate or appertain to the Land, the Improvements or the Personal Property or any part thereof, all whether now owned or hereafter acquired by Mortgagor, including, without limitation, all condemnation payments, insurance proceeds, accounts and escrow funds and all other property of Mortgagor deposited with Mortgagee or held by Mortgagee pursuant to the Credit Agreement or the other Lender Agreements (the "**Intangible Property**"); and

(e) All right, title and interest of Mortgagor in and to all present and future leases, tenancies, occupancies and licenses, whether written or oral, of the Land, the Improvements, the Personal Property and the Intangible Property, or any combination or part thereof for which Mortgagor is the landlord or licensor (the "**Rental Leases**"), and all income, revenues, receipts, rents, issues, royalties, profits, rent rolls, security deposits and other benefits of the Land, the Improvements, the Personal Property and the Intangible Property, from time to time accruing, and all payments under the Rental Leases (the "**Revenues**");

(f) All the right, title, interest of Mortgagor in and to all engineering, survey and architectural specifications, plans and data, all other records, plans and specifications relating to the Improvements on the Land and Personal Property (hereinafter collectively referred to as the "**Plans**"); and

(g) If any portion of the Land is or hereafter becomes subject to a Declaration of Condominium or similar plan of common ownership, all special rights, powers and privileges of Mortgagor, including any rights as declarant under such Declaration of Condominium or similar plan of common ownership;

(h) All right, title and interest of Mortgagor in and to all judgments, awards of damages and settlements hereafter made as a result or in lieu of any taking of the

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Property under the power of eminent domain, or for any damage to the Land or Improvements; and

(i) All proceeds, products, substitutions and accessions of the foregoing of every type, all whether now owned or hereafter acquired.

TO HAVE AND TO HOLD the Property, with all the privileges and appurtenances to the same belonging, to Mortgagee, its respective successors and assigns, and its use and behoof forever;

Advances secured hereby may be made to or for the benefit of Mortgagor, any Borrower, or any one or more of them.

As continuing security for the Secured Obligations, Mortgagor hereby pledges, assigns and grants to the Mortgagee a continuing security interest in the Property constituting personal property or fixtures. This Mortgage shall be deemed to be a security agreement and financing statement pursuant to the terms of the Uniform Commercial Code of the State. Mortgagor hereby authorizes Mortgagee to file financing statements, amendments and continuation statements describing the Property.

Inasmuch as the parties intend that this Mortgage shall, among other things, constitute a fixture filing, the undersigned sets forth the following:

- (i) The debtor is the Mortgagor and its address is as set forth above.
- (ii) The secured party is the Mortgagee and its address is as set forth above.
- (iii) The real estate concerned is described in Exhibit A and the record holder thereof is Woodfield Restaurant Court, L.L.C., an Illinois limited liability corporation with an office c/o Timothy P. Gallagher, 329 S. Burton, Arlington Heights, IL 60005.

Mortgagor COVENANTS and AGREES with Mortgagee as follows:

1. Secured Obligations. Mortgagor shall promptly pay and perform the Secured Obligations. The parties may from time to time extend, renew, alter, restate, and amend any of the Secured Obligations secured hereby. All provisions of this Mortgage shall apply to each further advance as well as to all other Secured Obligations secured hereby regardless of whether the advance is designated as being secured hereby.

2. Representations. Mortgagor warrants and represents that (i) this Mortgage has been duly authorized, executed and delivered by and on behalf of Mortgagor, (ii) Mortgagor is duly existing and in good standing with all power, authority and legal right to engage in the transaction contemplated by this Mortgage and the other Lender Agreements, (iii) the execution and delivery of this Mortgage and the other Lender Agreements and the carrying out of the

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transaction contemplated thereby will not conflict with or result in a breach of the terms of any agreement or law or order of any court or governmental body, (iv) there are no material actions, suits or proceedings, including, without limitation, eminent domain proceedings pending, or to the knowledge of Mortgagor, threatened before any court or other governmental body or agency which would have a material adverse effect on the Property or Mortgagor or Mortgagor's ability to perform its obligations under this Mortgage or under the other Lender Agreements, (v) the Land is in material compliance with applicable zoning, building, environmental and all other laws, ordinances and regulations relating to the use and occupancy thereof and Mortgagor has no knowledge of any claim of violation of any such legal requirements, (vi) all material licenses and permits necessary for the use and occupancy of the Land and the Improvements for their intended purposes have been issued and are in full force and effect, (vii) the material improvements on the Land and the tangible Personal Property are in good working order and free from structural defects, (viii) Mortgagor has no knowledge of any claim challenging Mortgagor's title to the Leasehold Estate, and (ix) Mortgagor has no knowledge of any existing default, or claim thereof, under any Leases or other arrangements for the use of the Land, either on the part of the Mortgagor or any other party thereto.

3. Title. Mortgagor represents, warrants and covenants that Mortgagor has good title to the Improvements and the Personal Property, free and clear of all liens and encumbrances, except as expressly permitted under the Credit Agreement. Mortgagor further represents, warrants and covenants that Mortgagor has good right and power to convey the Personal Property and Improvements to Mortgagee to hold as aforesaid, that this Mortgage is and will remain a valid and enforceable first lien and security interest on the aforesaid property, that Mortgagor shall and will warrant and defend the same to Mortgagee forever against the claims and demands of all persons except as aforesaid and that Mortgagor will take all measures to preserve and maintain all licenses used in connection with the Property, including without limitation any alcoholic, liquor or restaurant license.

4. Leasehold Estate.

4.1. Mortgagor's Covenants

4.1.1. Mortgagor further represents, warrants and covenants as follows: (a) Mortgagor holds a valid and binding leasehold interest in the Leasehold Estate, which Leasehold Estate is subject to no prior liens, conveyances or encumbrances, (b) Mortgagor may lawfully convey, mortgage and assign the same in the manner and form herein done or intended hereafter to be done, and (c) this Mortgage does not violate any other agreement by which Mortgagor is bound. Mortgagor has not previously and shall not hereafter assign, sublease, encumber or transfer any interest in or under the Leasehold Estate or enter into any Rental Lease or consent to any subordination of the Leasehold

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Estate while any of the Secured Obligations remain outstanding or committed for, except with the prior written consent of the Mortgagee or as expressly permitted under the Credit Agreement.

4.1.2. Mortgagor represents, warrants and covenants that: (a) the Lease is in full force and effect in accordance with its terms and there have been no changes, alterations or amendments to the Lease, and (b) except as disclosed in writing to Mortgagee, all rents and payments under the Lease have been paid to the extent payable to date; no default exists under the Lease; and no event has occurred or is occurring which, with the passage of time or service of notice, or both, would constitute a default thereunder. Mortgagor will make no modification or amendment to the Lease without the prior written consent of Mortgagee, its successors or assigns; any such changes to be void and of no effect without such consent.

4.1.3. Mortgagor at all times promptly and faithfully shall keep and perform, or cause to be kept and performed, all the covenants and conditions contained in the Lease by the lessee under the Lease to be kept and performed and in all respects conform to and comply with the terms and conditions of the Lease, and Mortgagor further covenants that it shall not do or permit anything which will impair or tend to impair the security of this Mortgage or will be grounds for declaring a forfeiture of the Lease, and upon any such failure aforesaid, Mortgagor shall be subject to all of the rights and remedies granted Mortgagee in this Mortgage.

4.1.4. The entire Indebtedness shall immediately become due and payable at the option of Mortgagee, if Mortgagor fails to give Mortgagee immediate notice of any default under the Lease or of the receipt by it of any notice of default from the lessor thereunder, or if Mortgagor fails to furnish to Mortgagee immediately any and all information which it may request concerning the performance by Mortgagor of the covenants of the Lease, or if Mortgagor fails to permit Mortgagee or its representative at all reasonable times to make investigation or examination concerning the performance by Mortgagor of the covenants of the Lease.

4.2. Merger. So long as any of the Indebtedness shall remain unpaid, unless Mortgagee shall consent otherwise in writing, the fee title and the leasehold estate in the Leasehold Estate shall not merge but shall always be kept separate and distinct, notwithstanding the union of said estates either in the lessor or in the lessee, or in a third party, by purchase or otherwise, and Mortgagor covenants and agrees that, if it shall acquire the fee title, or any other estate, title or interest in the premises covered by said Lease, this Mortgage shall be considered as mortgaged, assigned or conveyed to Mortgagee and the lien hereof spread to cover such estate with the same force and effect as though specifically herein mortgaged, assigned or conveyed and spread. The provisions of this paragraph shall not apply if the holder(s) of the Notes, or their designated agent(s), acquires the fee of the premises unless Mortgagee shall so elect.

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5. Insurance.

(a) Mortgagor shall maintain or cause to be maintained insurance with respect to the Land, Personal Property and Improvements in form and amounts as required by the Credit Agreement or by any other Lender Agreement.

(b) In the event of any loss or damage to the Land, Improvements or Personal Property in excess of One Hundred Thousand Dollars (\$100,000.00), Mortgagor shall give immediate written notice to the insurance carrier and Mortgagee and shall promptly proceed to satisfy all conditions to the receipt of insurance proceeds. Upon an Event of Default which has not been waived in writing by Mortgagee and the Required Lenders, Mortgagor hereby irrevocably authorizes and empowers Mortgagee, at Mortgagee's option and in Mortgagee's sole discretion, as attorney in fact for Mortgagor, to make proof of such loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Mortgagee's reasonable expenses incurred in the collection of such proceeds. Subject to the foregoing conditions, Mortgagor further authorizes Mortgagee, at Mortgagee's option, to (i) apply the balance of such proceeds to the payment of the Secured Obligations whether or not then due, or (ii) if Mortgagee shall require the reconstruction or repair of the Land, Improvements or Personal Property, to hold the balance of such proceeds to be used to pay Impositions and the Secured Obligations as they become due during the course of reconstruction or repair of the Property and to reimburse Mortgagor, in accordance with such terms and conditions as Mortgagee may prescribe, for the costs of reconstruction or repair of the Property, and upon completion of such reconstruction or repair to apply any excess to the payment of the Secured Obligations. If the Property is sold or the Property is acquired by Mortgagee, all right, title and interest of Mortgagor in and to any insurance policies and unearned premiums thereon and in and to the proceeds thereof resulting from loss or damage to the Land, Improvements or Personal Property prior to the sale or acquisition shall pass to Mortgagee or any other successor in interest to Mortgagor or purchaser or grantor of the Property but receipt of any insurance proceeds and any disposition of the same by Mortgagee shall not constitute a waiver of any rights of Mortgagee, statutory or otherwise, and specifically shall not constitute a waiver of the right of foreclosure by Mortgagee upon an Event of Default or failure of performance by Mortgagor of any of the Secured Obligations.

In the event any loss or damage to the Land, Improvements or Personal Property is less than One Hundred Thousand Dollars (\$100,000.00), the Mortgagor shall promptly restore the damaged property to its condition prior to such damage.

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6. Preservation and Maintenance of the Property.

(a) Mortgagor shall not permit or commit waste, impairment, or deterioration of the Land, Improvements or Personal Property. Mortgagor shall, subject to the provisions of Section 6(b), restore or repair promptly and in a good and workmanlike manner all or any part of the Land, Improvements or Personal Property in the event of any material damage, injury or loss thereto, to the substantial equivalent of its condition prior to such damage, injury or loss, or such other condition as Mortgagee may approve in writing (provided, however, the insufficiency of such proceeds shall not relieve Mortgagor of its obligations to restore hereunder so long as Mortgagee elects to make any such proceeds held by Mortgagee available to Mortgagor in a reasonably timely manner for restoration or repair), shall keep the Land, Improvements and Personal Property, in good order, repair and working condition and shall replace fixtures, equipment, machinery and appliances on the Land when necessary to keep such items in good order, repair, and working condition and in accordance with the requirements of all fire underwriters and licensing boards, and shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Land or Improvements unless such non-compliance does not have a material adverse effect on the Land, the Improvements and/or Mortgagor.

(b) Mortgagor covenants and agrees that Mortgagor, the Land and the Improvements shall at all times comply with the requirements of all present and future federal, state, and local land use and zoning statutes, regulations, ordinances, licenses, permits, agreements and orders, unless such non-compliance would not result in a material adverse effect on the Land, the Improvements and/or Mortgagor.

(c) Mortgagor covenants and agrees to give Mortgagee prompt written notice of any non-compliance with such laws, ordinances, regulations or requirements and of any notice of non-compliance therewith which it receives or any threatened or pending proceedings in respect thereto or with respect to Land or Improvements (including, without limitation, material changes in zoning classifications or land use requirements) which, if adversely determined, would result in a material adverse effect on Land, the Improvements and/or Mortgagor.

(d) Neither Mortgagor nor any tenant or other person shall remove, demolish or alter any Improvements now existing or hereafter erected on the Land or any Personal Property in or on the Land except when incident to the replacement of Personal Property with items of like kind and value.

(e) If at any time the then existing structures located on or use or occupancy of the Land shall be permitted pursuant to any zoning or other law, ordinance or regulation, only so long as such use or occupancy shall continue, that Mortgagor covenants and agrees that it shall not cause or permit such use or occupancy to be

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discontinued without the prior written consent of the Mortgagee, unless such discontinuance would not result in a material adverse effect on the Land and/or Mortgagor.

7. Inspection. Subject to any limitations as set forth in the Credit Agreement, Mortgagee shall have the right to visit and inspect the Land and Improvements and any other of the properties of Mortgagor, to examine the records and books of account of Mortgagor, and to discuss the affairs, finances and accounts of Mortgagor with and to be advised as to the same by its officers, all at such reasonable times and intervals as the Mortgagee may desire.

8. Releases, Amendments, Etc. At any time, or from time to time, without liability therefor and without notice, upon written request of Mortgagee and presentation of this Mortgage and the Notes secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Mortgage upon the remainder of said Property, Mortgagee may (i) reconvey any part of said Property, (ii) consent in writing to the making of any map or plat thereof, (iii) join in granting any easement thereon, (iv) or join in any extension agreement or any agreement subordinating the lien or charge hereof.

Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment or for performance of any of the Secured Obligations contained herein, and without affecting the rights of Mortgagee with respect to any other security not expressly released in writing, and without impairing the validity or priority of this Mortgage, Mortgagee may at any time and from time to time, either before or after the maturity of the Secured Obligations without notice or consent:

- (i) Release in whole or part the liability of any person or of any other security for payment or performance of all or any part of the Secured Obligations,
- (ii) Extend the time or otherwise alter, increase or decrease the terms of payment or interest rate subject to the terms of the Credit Agreement of all or any part of the Secured Obligations or modify or waive any Secured Obligations, or subordinate, release, modify or otherwise deal with the lien or charge hereof,
- (iii) Exercise or refrain from exercising or waive any right Mortgagee may have, including, without limitation, the declaration of default under and foreclosure of this Mortgage without first exhausting other remedies or collateral or taking any other action against any other person,
- (iv) Accept additional security of any kind, or
- (v) Release or otherwise deal with any property, real or personal, securing the Secured Obligations, including all or any part of the Property.

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No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

Any agreement hereafter made by Mortgagor and Mortgagee pursuant to or amending this Mortgage and the Secured Obligations shall be superior to the rights of the holder of any intervening lien or encumbrance to the extent allowed by law.

9. Further Assurances. Mortgagor at Mortgagor's expense will do, execute, acknowledge and deliver to or for the benefit of Mortgagee such further deeds, acts, conveyances, deeds of trust, mortgages, assignments, transfers and assurances as Mortgagee in its discretion may reasonably require from time to time to better establish and perfect the property and rights created or intended by Mortgagee to be created hereunder or to facilitate Mortgagor's performance hereunder.

10. Transfers, Etc. Except as expressly permitted in the Credit Agreement, Mortgagor herein shall not sell, convey, assign, option, mortgage, encumber, hypothecate or otherwise dispose of the Property or any portion thereof or interest therein, whether legal or equitable, either voluntarily or involuntarily, by any means whatsoever, or create or suffer to exist any lien, encumbrance, security interest, pledge, restriction, mechanics lien, attachment or other charge upon the Land, Personal Property or Improvements or any other Property.

11. Events of Default. This Mortgage and the Secured Obligations shall at the option of the Mortgagee herein become immediately due and payable upon any of the following (an "Event of Default"):

(a) An Event of Default under the Credit Agreement;

(b) Mortgagor fails to duly observe or perform any other term, covenant, condition or agreement contained in this Mortgage, and the continuance of such failure for a period of twenty (20) days after written notice thereof to Mortgagor, except as otherwise provided herein.

(c) Any representation or warranty made in writing by or on behalf of Mortgagor or any Borrower herein or in connection with any of the transactions contemplated hereby shall prove to have been false or incorrect in any material respect on the date as of which made.

12. Remedies. If an Event of Default has occurred which has not been waived in writing by the Mortgagee and the Required Lenders, Mortgagee may, at its option, without

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notice of its election and without demand, do any one or more of the following, all of which are authorized by Mortgagor:

(a) Foreclose this Mortgage in any manner provided by law for the foreclosure of mortgages of real property. Mortgagee shall have the STATUTORY POWER OF SALE pursuant to applicable local laws in addition to all other rights and remedies

(b) To the extent not otherwise provided in the Credit Agreement, exercise all of the remedies of a secured party under the Uniform Commercial Code as now in effect in the State, and such further remedies as may from time to time hereafter be provided in the State for a secured party or creditor. Mortgagor agrees that all rights of Mortgagee as to Personal Property, Intangible Property, Plans and Revenues, and rights and interest appurtenant thereto, may be exercised together or separately and in such order as the Mortgagee may elect.

(c) Prevent or cure any defaults under the Lease as Mortgagee deems necessary or desirable in order to preserve the Lease, without awaiting the expiration of any grace period, including any default specified in a notice of default from the landlord under the Lease.

(d) In the name of the Mortgagor or otherwise perform the Mortgagor's obligations under the Lease and exercise all rights, options, powers and privileges of Mortgagor granted under the Lease without notice to Mortgagor and with full power to renew, amend or alter the Lease or disclaim any subleases.

(e) Reassign any part or all of the Mortgagor's right, title and interest in and to the Lease with notice to Mortgagor, but without liability on the part of the Mortgagee to cure defaults or to pay damages relating to the default.

(f) Sell or otherwise dispose of the Property (in its then condition or after further construction and preparation thereof, utilizing in connection therewith any of Mortgagor's assets, without charge or liability therefor), at foreclosure or secured party's sale (which sale pursuant to judicial foreclosure Mortgagee may postpone from time to time to the extent permitted by law), all as Mortgagee deems advisable, for cash or credit; provided, however, that Mortgagor shall be credited with the net proceeds of such sale only when such proceeds are finally collected by Mortgagee and the Mortgagor shall pay any deficiency on demand. Mortgagee may become the purchaser at any such sale.

(g) Cause one or more environmental assessment to be taken, arrange for the clean-up of any Hazardous Substance, or otherwise cure Mortgagor's failure to comply with any statute, regulation or ordinance relating to the presence or clean-up of any Hazardous Substance, the costs and expenses of which shall be added to the Secured Obligations; provided that the exercise of any such remedies shall not be deemed to have

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relieved Mortgagor from any responsibility therefor or give the Mortgagee "control" over the Land or the Improvements or cause the Mortgagee to be considered to be an "owner" or "operator" of the Land or the Improvements or to be otherwise in possession of the Property, for purposes of any applicable law, rule or regulation pertaining to Hazardous Substance.

(h) Mortgagor recognizes that in the event Mortgagor defaults, no remedy of law will provide adequate relief to Mortgagee, therefore, Mortgagor agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief to cure such default in any such case without the necessity of proving actual damages.

(i) Exercise all other rights and remedies provided herein, in the Credit Agreement, in any other Lender Agreement or other document or agreement now or hereafter securing all or any portion of the Secured Obligations.

Mortgagor shall pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee, together with interest on each such advancement at a rate of interest equal to the rate of interest applicable to Base Rate Loans after an Event of Default, and all such sums and interest thereon shall be secured hereby. Mortgagee in its discretion, after the payment of expenses and the costs of protection, preservation and sale of the Property, may apply the net proceeds of the Property to the Secured Obligations. Mortgagor specifically agrees that if an Event of Default shall have occurred which has not been waived in writing by the Mortgagee and the Required Lenders, in addition to any other available remedies, Mortgagee, upon application to a court of competent jurisdiction, as a matter of strict right without notice and without regard to the occupancy or value of the Property or the solvency of any party bound for payment of the Secured Obligations secured hereby, without any showing of fraud or mismanagement on the part of Mortgagor, and without the necessity of filing any judicial or other proceeding other than the proceeding for appointment of a receiver, shall be entitled to the appointment of a receiver to take possession of and to operate the Property and to collect and apply the Revenues. Upon request of the Mortgagee, the court making such appointment may confer upon the receiver any of the rights or powers granted to the Mortgagee in this Mortgage. The Mortgagee, in its discretion but without any obligation to do so, may make such advances to the receiver as the Mortgagee may deem necessary or appropriate for the proper administration of the receivership, and all such advances shall be secured by this Mortgage as provided herein. The receiver shall have all of the rights and powers permitted under the laws of the State. Mortgagor will pay to Mortgagee upon demand, all expenses, including receiver's fees, reasonable attorneys' fees, costs and agent's compensation, incurred pursuant to such appointment and all such expenses shall be a portion of the Secured Obligations. The entering upon the Land and Improvements and taking possession of and maintaining of control of the Property by Mortgagee, its agents, or the receiver and the application of Revenues as provided herein shall not cure or waive any Event of Default or invalidate any other right or remedy of Mortgagee hereunder.

All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage, the Notes, the Credit Agreement or under the other Lender

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Agreements or afforded by law or equity, and may be exercised concurrently, independently or successively against Mortgagor or any Borrower or any other collateral for the Secured Obligations, without waiving or impairing this Mortgage.

13. Intentionally Deleted.

14. Survival. All representations and warranties of Mortgagor, and all terms, provisions, conditions and agreements to be performed by Mortgagor contained herein, and in any of the other Lender Agreements shall be true and satisfied at the time of the execution of this Mortgage, and shall survive the closing hereof and the execution and delivery of this Mortgage.

15. Governing Law; Severability. This Mortgage shall be construed in accordance with, and governed by, the laws of the State in which the Land is located. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this Mortgage shall conflict with, be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage. In the event that any provision or clause of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions which can be given effect without the conflicting provision, and to this end, the provisions of this Mortgage are declared to be severable.

16. Binding Effect Etc. The covenants and agreements herein contained shall bind, and the benefits and advantages thereof shall inure to, the respective heirs, executors, administrators, successors and assigns of Mortgagor and Mortgagee. Wherever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders.

17. Notices. Any and all notices, demands, elections or requests provided for or permitted to be given pursuant to this Mortgage shall be in writing to the parties at the addresses provided in the introductory paragraph and shall otherwise be given in accordance with the provisions of the Credit Agreement.

18. Collateral Agent/Administration. The Lenders have authorized Mortgagee to act as attorney in fact for the Lenders in order to represent and act on behalf of the Lenders in the administration, enforcement, collection, and foreclosure of this Mortgage and the other Lender Agreements, with the specific right and authority to execute or cause to be executed reconveyances, releases, discharges, partial reconveyances, partial releases, joinders, and consents hereunder in the name of and on behalf of the Lenders. This power of attorney and the

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authority conferred thereby shall remain in effect until written notice to the contrary is recorded in the Registry in which this Mortgage is recorded. No person dealing with Mortgagee shall be required to inquire further as to the scope of said authority until and unless such notice is recorded.

The relationship between Mortgagee in its capacity as collateral agent to the Lenders is and shall be that of agent and principal only. Nothing contained in this Mortgage or any of the other Lender Agreements shall be construed to constitute a trust for or to establish any confidential or fiduciary relationship with respect to Mortgagor and any Lender.

19. Waivers. No delay or omission of Mortgagee or of any holder of the Notes to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default, or acquiescence therein; and every right, power and remedy given by this Mortgage to Mortgagee may be exercised from time to time and as often as may be deemed expedient by Mortgagee. No consent or waiver, expressed or implied, by Mortgagee to or of any Event of Default shall be deemed or construed to be a consent or waiver to or of any other Event of Default. Failure on the part of Mortgagee to complain of any act or failure to act which constitutes an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by Mortgagee of Mortgagee's rights hereunder or impair any rights, powers or remedies consequent on any Event of Default. No act or omission of Mortgagee shall preclude Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in the event of any Event of Default then made or of any subsequent Event of Default; nor, except as otherwise expressly provided in an instrument or instruments executed by Mortgagee, shall the lien of this Mortgage be altered thereby. No acceptance of partial payment or performance shall waive, affect or diminish any right of Mortgagee or Mortgagor's duty of compliance and performance therewith. Any Secured Obligation which this Mortgage secures is a separate instrument and may be negotiated, extended or renewed by Mortgagee without releasing Mortgagor or any Borrower. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Property, Mortgagee, without notice, are hereby authorized and empowered to deal with any such vendee or transferee with reference to the Property or the Secured Obligations or with reference to any of the terms, covenants, conditions or agreements hereof, as fully and to the same extent as they might deal with the original parties hereto and without in any way releasing or discharging any liabilities, obligations or undertakings.

20. Time of the Essence. Time is of the essence with respect to each and every covenant, agreement and obligation of Mortgagor under this Mortgage, the Notes, the Credit Agreement and any and all other Lender Agreements.

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21. Indemnification; Subrogation; Waiver of Offset.

(a) Mortgagor shall indemnify, defend and hold Mortgagee harmless against: (i) any and all claims for brokerage, leasing, finders or similar fees which may be made relating to the Land, the Improvements or the Secured Obligations, and (ii) any and all liability, obligations, losses, damages, penalties, claims, actions, suits, costs and expenses (including Mortgagee's reasonable attorneys' fees, together with reasonable appellate counsel fees, if any) of whatever kind or nature which may be asserted against, imposed on or incurred by Mortgagee in connection with this Mortgage, the Land, the Leasehold Estate, the Improvements or any part thereof, or the exercise by Mortgagee of any rights or remedies granted to it under this Mortgage; provided, however, that nothing herein shall be construed to obligate Mortgagor to indemnify, defend and hold harmless Mortgagee from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs and expenses enacted against, imposed on or incurred by Mortgagee by reason of its willful misconduct or gross negligence.

(b) If Mortgagee is made a party defendant to any litigation or any claim is threatened or brought against Mortgagee concerning the Secured Obligations, this Mortgage, the Land, the Improvements, or any part thereof, or any interest therein, or the maintenance, operation or occupancy or use thereof, then Mortgagor shall indemnify, defend and hold Mortgagee harmless from and against all liability by reason of said litigation or claims, including reasonable attorneys' fees (together with reasonable appellate counsel fees, if any) and expenses incurred by Mortgagee in any such litigation or claim, whether or not any such litigation or claim is prosecuted to judgment excepting claims arising from the willful misconduct or gross negligence of Mortgagee. If Mortgagee commences an action against Mortgagor to enforce any of the terms hereof or to prosecute any breach by Mortgagor of any of the terms hereof or to recover any sum secured hereby, Mortgagor shall pay to Mortgagee its reasonable attorneys' fees (together with reasonable appellate counsel, fees, if any) and expense. The right to such attorneys' fees (together with reasonable appellate counsel fees, if any) and expenses shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment. If Mortgagor breaches any term of this Mortgage, Mortgagee may engage the services of an attorney or attorneys to protect its rights hereunder, and in the event of such engagement following any breach by Mortgagor, Mortgagor shall pay Mortgagee reasonable attorneys' fees (together with reasonable appellate counsel fees, if any) and expenses incurred by Mortgagee, whether or not an action is actually commenced against Mortgagor by reason of such breach. All references to "attorneys" in this Subsection and elsewhere in this Mortgage shall include without limitation any attorney or law firm engaged by Mortgagee and Mortgagee's in-house counsel, and all references to "fees and expenses" in this Subsection and elsewhere in this Mortgage shall include without limitation any fees of such attorney or law firm and any allocation charges and allocation costs of Mortgagee's in-house counsel.

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(c) All sums payable by Mortgagor hereunder shall be paid without notice (except as may otherwise be provided herein or in the Credit Agreement), demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Mortgagor hereunder shall in no way be released, discharged or otherwise affected by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the Land, the Improvements or any part thereof; (ii) any restriction or prevention of or interference with any use of the Property or any part thereof; (iii) any title defect or encumbrance or any eviction from the Land or Improvements or any part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation, or other like proceeding relating to Mortgagee, or any action taken with respect to this Mortgage by any trustee or receiver of Mortgagee, or by any court, in such proceeding; (v) any claim which Mortgagor has, or might have, against Mortgagee; (vi) any default or failure on the part of Mortgagee to perform or comply with any of the terms hereof or of any other agreement with Mortgagor; or (vii) any other occurrence whatsoever, whether similar or dissimilar to the foregoing, whether or not Mortgagor shall have notice or knowledge of any of the foregoing. Mortgagor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution, or reduction of any sum secured hereby and payable by Mortgagor.

22. Intentionally Deleted.

23. References to Foreclosure. References in this Mortgage to foreclosure and related phrases are references to the appropriate procedure in connection with any judicial foreclosure proceeding and any deed given in lieu of foreclosure.

24. Joinder of Foreclosure. If Mortgagee holds any other or additional security for the payment of and performance of any Secured Obligation, its sale pursuant to judicial foreclosure or foreclosure, on any default in the payment or performance, in Mortgagee's sole discretion, may be prior to, subsequent to, or joined or otherwise contemporaneous with any sale or foreclosure. In addition to the rights in this Mortgage specifically conferred, Mortgagee, at any time and from time to time, may exercise any right or remedy now or later given by law to beneficiaries under deeds of trust generally, or to the holders of any obligations of the kind secured.

25. No Subordination of Fee. Nothing contained in this Mortgage shall in any way be construed to affect the interest of the landlord under the Lease or a mortgagee pursuant to any mortgage from such landlord, as mortgagor, recorded prior to the date hereof, which interests shall remain senior and prior to this Mortgage.

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26. State Specific Provisions.

26.1. Benefits to Act.

26.1.1. Mortgagor and Mortgagee shall have the benefit of all the provisions of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101) (the "Act"), including all amendments thereto which may become effective from time to time after the date hereof. If any provision of the Act which is specifically referred to herein may be repealed, Mortgagee shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference.

26.1.2. Mortgagee shall have the right to foreclose the lien of this Mortgage for the obligations secured hereby or part thereof and/or exercise any right, power or remedy provided in this Mortgage, the Credit Agreement or any of the other Lender Agreements. If any provision in this Mortgage shall be inconsistent with any provision of the Act, provisions of the Act shall take precedence over the provisions of this Mortgage that shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act. If any provision of this Mortgage shall grant to Mortgagee (including Mortgagee acting as a mortgagee-in-possession) or a receiver appointed pursuant to the terms hereof, any powers, rights or remedies prior to, upon or following the occurrence of an event of default which are more limited than the powers, rights or remedies that would otherwise be vested in Mortgagee or in such receiver under the Act in the absence of said provision, Mortgagee and such receiver shall be vested with the powers, rights and remedies granted in the Act to the full extent permitted by law.

Without limiting the generality of the foregoing, all expenses incurred by Mortgagee which are of the type referred to in Section 5/15-1510 or 5/15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated elsewhere in this Mortgage, shall be added to the obligations secured hereby and/or by the judgment of foreclosure.

26.2. Protective Advances. All advances, disbursements and expenditures made by Mortgagee before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceeding authorized, by the Mortgage or by the Act (collectively "Protective Advances"), shall have the benefit of all applicable provisions of the Act.

26.2.1. All Protective Advances shall be so much additional indebtedness secured by the Mortgage, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the rate due and payable after a default under the terms of the Notes.

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26.2.2. The Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time the Mortgage is recorded pursuant to Subsection (b)(1) of Section 5/15-1302 of the Act.

26.2.3. All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in:

- (a) determination of the amount of indebtedness secured by the Mortgage at any time;
- (b) the indebtedness found due and owing to the Mortgagee in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;
- (c) if right of redemption has not been waived by the Mortgagor in the Mortgage, computation of amount required to redeem, pursuant to Subsections (d)(2) and (c) of Section 5/15-1603 of the Act;
- (d) determination of amount deductible from sale proceeds pursuant to Section 5/155-1512 of the Act;
- (e) application of the income in the hands of any receiver or Mortgagee in possession; and
- (f) computation of any deficiency judgment pursuant to Subsections (b)(2) and (e) of Sections 5/15-1508 and Section 5/15-1511 of the Act.

26.3. Mortgagee in Possession. In addition to any provision of the Mortgage authorizing the Mortgagee to take or be placed in possession of the Property, or for the appointment of a receiver, Mortgagee shall have the right, in accordance with Subsections 5/115-1701 and 5/15-1702 of the Act, to be placed in possession of the Property or at its request to have a receiver appointed, and any such receiver, or Mortgagee, if and when placed in possession, shall have, in addition to any other powers provided in the Mortgage, all powers, immunities, and duties as provided for in Sections /15-1701 and 5/15-1703 of the Act.

26.4. Waiver of Redemption. Mortgagor acknowledges that the Land does not constitute agricultural real estate, as said term is defined in Section 5/15-1201 of the Act or residential real estate as defined in Section 5/15-1219 of the Act. Pursuant to Section 5/15-1601 (b) of the Act, Mortgagor hereby waives any and all right to redemption.

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26.5. Amount Secured Hereby. At all times, regardless of whether any Credit Facilities proceeds have been disbursed, this Mortgage secures (in addition to the amounts secured hereby) the payment of any and all Credit Facilities commissions, services charges, liquidated damages, expenses and advances due to or incurred by Mortgagee in connection with the Credit Facilities, provided, however, that in no event shall the total amount secured hereby exceed two hundred (200%) percent of the face amount of the Notes, or 200% of such lesser amount allocable to the leasehold estate which is the subject of this Mortgage.

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IN WITNESS WHEREOF, the said authorized officer or agent of Mortgagor has signed this Mortgage as of the date first set forth above.

SIGNED, SEALED & DELIVERED

in the presence of:

UNO OF SCHAUMBURG, INC.

Maureen L. Dowle
Witness

By: Robert M. Vincent
Name: Robert M. Vincent
Title: Executive Vice President

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COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss

Sept 4, 2001

Then personally appeared the within named Robert M. Vincent, as Executive Vice President of Uno of Schaumburg, Inc., and acknowledged the above instrument to be his/~~her~~ free act and deed and the free act and deed of said corporation.

Before me,
Notary Public Richard J. Kennedy
Print Name Cristina A. Kennedy
My Commission Expires 9/8/2006

This instrument was prepared by and after recording should be returned to:

Joel M. Reck, Esquire

Brown, Rudnick, Freed & Gesmer, P.C.

One Financial Center

Boston, Massachusetts 02111

617-856-8200

NO. 2024-012

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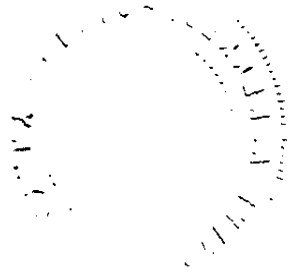


EXHIBIT A-1

Legal Description of the Land

See Attached

Street Address: Woodfield Restaurant Court (located at intersection of Golf Road and Meacham Road, Schaumburg, IL)

Tax Parcel ID No.:

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EXHIBIT "A"

LEGAL DESCRIPTION:

PARCEL 1:

THAT PART OF LOT 3 IN ANDERSON'S WOODFIELD PARK, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS APPEARING ON THE PLAT OF SUBDIVISION RECORDED OCTOBER 7, 1974 AS DOCUMENT NUMBER 22869159 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 3; THENCE SOUTH 89 DEGREES 31 MINUTES 23 SECONDS EAST ALONG THE SOUTH LINE OF LOT 3 A DISTANCE OF 47.68 FEET TO A POINT; THENCE NORTH 00 DEGREES 25 MINUTES 56 SECONDS EAST, A DISTANCE OF 240.97 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 25 MINUTES 56 SECONDS EAST, A DISTANCE OF 80.06 FEET TO A POINT; THENCE NORTH 32 DEGREES 04 MINUTES 05 SECONDS EAST, A DISTANCE OF 33.01 FEET TO A POINT; THENCE NORTH 44 DEGREES 11 MINUTES 01 SECONDS EAST, A DISTANCE OF 15.55 FEET TO A POINT; THENCE NORTH 87 DEGREES 48 MINUTES 11 SECONDS EAST, A DISTANCE OF 93.94 FEET TO A POINT; THENCE SOUTH 00 DEGREES 25 MINUTES 56 SECONDS WEST A DISTANCE OF 123.70 FEET TO A POINT; THENCE NORTH 89 DEGREES 34 MINUTES 04 SECONDS WEST, A DISTANCE OF 121.92 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCEL 1 AND OTHER PROPERTY TO USE THE ANDERSON ROADWAYS FOR INGRESS AND EGRESS, AS CREATED BY AND AS MORE FULLY DESCRIBED IN ANDERSON AGREEMENT AGREEMENT RECORDED OCTOBER 30, 1974 AS DOCUMENT 22893495.

Woodfield Restaurant Conat
Schunbury, IL
Tax # 07-13-102-002

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10/20/2021

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EXHIBIT B

Description of Lease

Lease dated October 20, 1994 by and between Woodfield Restaurant Court, L.L.C., as landlord, and Uno of Schaumburg, Inc., as tenant, with respect to the premises located in Schaumburg, Illinois, which Lease is recorded with the Recorder of Deeds, Cook County, Illinois as Document No. 95048005.

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