

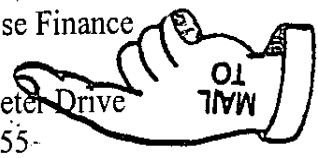


THIS INSTRUMENT HAS BEEN PREPARED BY:

THIS DOCUMENT IS TO BE RETURNED TO:

Kutak Rock LLP
8601 North Scottsdale Road
Suite 300
Scottsdale, AZ 85253-2742

GE Capital Franchise Finance Corporation
17207 North Perimeter Drive
Scottsdale, AZ 85255



X01-24047

Tax Parcel Identification No. 30-20-103-009

**AMENDMENT AND CONFIRMATION OF MORTGAGE,
ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS AMENDMENT AND CONFIRMATION OF MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (this "Confirmation") is dated as of August 31, 2001, between LONG JOHN SILVER'S, INC., a Delaware corporation ("Debtor"), whose address is P.O. Box 11988, Lexington, Kentucky 40579, and GE CAPITAL FRANCHISE FINANCE CORPORATION, a Delaware corporation (successor by merger to FFCA Acquisition Corporation, a Delaware corporation) ("Mortgagee"), whose address is 17207 North Perimeter Drive, Scottsdale, Arizona 85255.

PRELIMINARY STATEMENT

Debtor executed that certain Promissory Note (the "Note"), dated as of September 1, 1999, in the original principal amount of \$9,750,000.00 in favor of FFCA Acquisition Corporation, a Delaware corporation ("FFCA"), which Note evidenced a loan by FFCA to Debtor in like amount (the "Loan").

Debtor executed that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing, dated as of September 1, 1999, for the benefit of FFCA (the "Mortgage"), which Mortgage secures the Note (as well as certain other obligations and indebtedness as described in the Mortgage), encumbers the real property described on the attached Exhibit A (as well as certain other property as described in the Mortgage) and was recorded on November 3, 1999, in the Office of the Clerk of Cook County, Illinois, in Deed Book , Page . Document NO. 09035374

Subsequent to the execution of the Note and the Mortgage, Mortgagee succeeded by merger to the rights and obligations of FFCA. Debtor has executed that certain Amended and Restated Promissory Note dated as of the date of this Confirmation in the original principal

Lawyers Title Insurance Corporation

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amount of \$9,750,000.00 in favor of Mortgagee (the "Amended Note"), which Amended Note amends and restates the Note in its entirety.

Debtor wishes to confirm and place of record the fact that the Amended Note represents an amendment and restatement of the Note, which is secured by the Mortgage. For purposes of this Confirmation, all references to the Note which are applicable to the period of time from and after the execution and delivery of the Amended Note shall mean the Amended Note.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Mortgagee agree as follows:

1. **Amendment.** Article I of the Mortgage is amended by deleting the definition of "Note" in said Article I in its entirety and by substituting in lieu thereof the following:

"Note" means that certain amended and restated promissory note dated as of August 31, 2001, with a maturity date of September 1, 2002 in the amount of \$9,750,000.00 executed by Debtor and payable to Mortgagee which is secured by this Mortgage and any amendments, extensions or modifications thereof, including, without limitation, any amendment or restatement of the Note as a result of a prepayment contemplated by Section 10 of the Loan Agreement.

2. **Reaffirmation of Mortgage.** The Mortgage, and all rights, title, interests, liens, powers and privileges existing or arising by virtue thereof, are hereby reaffirmed, ratified, renewed and extended and shall be and continue to be in full force and effect to secure, among other things, the payment of the indebtedness evidenced by the Note and any and all restatements, renewals, modifications, amendments, increases and/or extensions thereof.

3. **No Discharge or Release.** No payment, discharge or release of any liens or collateral securing the Note is intended hereby and nothing herein shall in any way affect the continuing lien of the Mortgage on the Mortgaged Property (as defined in the Mortgage).

4. **Acknowledgement of Debtor.** Debtor hereby acknowledges that Debtor has no defense, offset or counterclaim with respect to payment of the Loan or the performance of the Note or any of the other agreements referred to herein or therein or contemplated hereby or thereby, or in any other documents delivered to Mortgagee in connection with any of the foregoing.

5. **Further Documents.** Debtor hereby agrees to provide Mortgagee with all other documents reasonably required by Mortgagee to effectuate the intent of this Confirmation.

6. **Binding Effect.** This Confirmation shall be binding upon Debtor and its successors and assigns and inure to the benefit of Mortgagee and its successors and assigns.

7. **No Other Changes.** All of the remaining terms and provisions of the Mortgage shall remain unchanged by this instrument. Debtor hereto expressly recognizes that the

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Mortgage, as amended hereby, is in full force and effect, and that Mortgagee, as holder of the indebtedness secured by the Mortgage, is entitled to the benefits of the liens created by the Mortgage.

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IN WITNESS WHEREOF, this Confirmation was executed as of the date first above written.

DEBTOR:

LONG JOHN SILVER'S, INC., a Delaware corporation

By Mark J. Plummes
Printed Name Mark J. Plummes
Its EVP - CFO

Taxpayer Identification Number:

61-0703028

MORTGAGEE:

GE CAPITAL FRANCHISE FINANCE CORPORATION, a Delaware corporation, successor by merger to FFCA Acquisition Corporation, a Delaware corporation

By William D. Theraw
Printed Name William D. Theraw

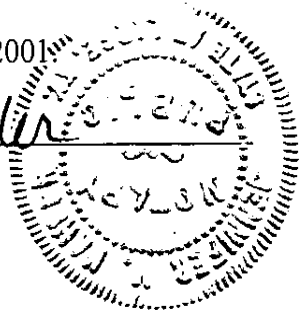
Its Vice President

STATE OF Kentucky)
) SS.
COUNTY OF Fayette)

I, Jennifer M. Kahler, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Mark J. Plummer, personally known to me to be the same person whose name is subscribed to the foregoing instrument as EVP + CFO of Long John Silver's, Inc., a Delaware corporation, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of August, 2001.

J. M. Kahler
Notary Public



My Commission Expires:
11/10/03

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

I, Michelle D. Stewart, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that William D. Tetherow personally known to me to be the same person whose name is subscribed to the foregoing instrument as Vice President of GE Capital Franchise Finance Corporation, a Delaware corporation, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of August, 2001.

Michelle Stewart
Notary Public

My Commission Expires:
December 11, 2001



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NOTARY PUBLIC
MICHELLE D. STEWART
Notary Public - State of Illinois
HAWKWOOD COUNTY
My Comm. Expires Dec. 11, 2021

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

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EXHIBIT A

LEGAL DESCRIPTION:

Lot 2 in Schrum Road Subdivision, a subdivision of that part of the following described tract of land lying North of Schrum Road: The South 24.78 chains of the West 6.455 chains of the East 1/2 of the Northwest 1/4 of Section 20, Township 36 North, Range 15, East of the Third Principal Meridian, according to the plat thereof recorded December 14, 1976 as Document Number 23746070 in Cook County, Illinois.

FFCA# 8000-3301
CALUMET CITY, IL

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