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Cook County Recorder of Deeds
Date: 09/30/2005 12:28 PM Pg: 1 of 25

LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND SECURITY AGREEMENT

DATED as of September 30, 2005

by

BUCA RESTAURANTS 2, INC.

in favor of

WELLS FARGO FOOTHILL, INC.,
as the Arranger and Administrative Agent

Notice: This instrument secures, inter alia, obligations which may provide for:

- a) a revolving credit facility of up to an aggregate of \$15,000,000 (with a letter of credit subfacility of up to an aggregate of \$5,000,000); and
- b) term loan facilities of up to an aggregate of \$20,000,000.

This document prepared by
and after recording return to:

Matthew Kim-Miller
Paul, Hastings, Janofsky & Walker, LLP
695 Town Center Drive, Seventeenth Floor
Costa Mesa, CA 92626

TAX NO. 27-15J-100-017-0000
VOL. NO. 0146

PROPERTY ADDRESS:

15350 S. 94th Avenue
Orland Park, Illinois 60462

NCS 121452-17A MPLS(JB) 4864
DEC 7 JB

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Restaurant #1304
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LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND SECURITY AGREEMENT

THE MORTGAGOR, BUCA RESTAURANTS 2, INC., a Minnesota corporation having offices at 1300 Nicollet Mall, Suite 5003, Minneapolis, Minnesota 55403, Mortgages and Warrants to WELLS FARGO FOOTHILL, INC., a California corporation, having a principal place of business at 2450 Colorado Avenue, Suite 3000 West, Santa Monica, California 90404, as the arranger and administrative agent for itself and those other holders from time to time of the Obligations (as defined in the Leasehold Mortgage Rider attached hereto as Exhibit C, in such capacity as the arranger and administrative agent, the "Mortgagee"), the property described in Exhibit A attached hereto and incorporated herein by reference situated in the County of Cook in the State of Illinois (together with the other rights and interest, described in the Leasehold Mortgage Rider being referred to herein as the "Property"), hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

The covenants, agreements, conditions, representations and warranties contained in the Leasehold Mortgage Rider which is annexed hereto as Exhibit C are incorporated herein by reference as if fully set out herein; and all references to the covenants, agreements, conditions, representations and warranties contained in this Leasehold Mortgage shall be deemed to include the covenants, agreements, conditions, representations and warranties contained herein and in said Leasehold Mortgage Rider.

The Mortgagor further covenants and agrees as follows:

(A) The term "Obligations" as used herein shall have the meaning set forth in the Leasehold Mortgage Rider attached hereto and shall also include any and all advances, costs or expenses paid or incurred by the Mortgagee or any Guarantor to protect any or all of the Property, perform any obligation of the Mortgagor hereunder or collect any amount owing to the Mortgagee which is secured hereby; any and all other liabilities, obligations and indebtedness, howsoever created, arising or evidenced, direct or indirect, absolute or contingent, recourse or "non-recourse", now or hereafter existing or due or to become due, owing by the Mortgagor to the Mortgagee (provided, however, that the maximum amount included within the Obligations on account of principal shall not exceed the sum of an amount equal to \$35,000,000 plus the total amount of all advances made by the Mortgagee to protect the Property and the security interest and lien created hereby; plus the amount due on any indemnity given by the Mortgagor or any Guarantor contained herein or in the other documents evidencing or securing the Obligations (all of which terms are defined in the Leasehold Mortgage Rider); plus interest on all of the foregoing; and all costs of enforcement and collection of this Leasehold Mortgage and the other such documents evidencing or securing the Obligations).

(B) The Mortgagee shall have the following remedies, upon and during the continuance of an Event of Default (as defined in the Leasehold Mortgage Rider) and

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to the extent provided by applicable law, in addition to the remedies hereinafter and in the Leasehold Mortgage Rider set forth, whether such Event of Default shall occur before or after institution of legal proceedings to foreclose the lien of this Leasehold Mortgage or before or after sale thereunder: (i) enter and take actual possession of the Property, the rents and the leases, or any part thereof, personally, or by its agents or attorneys, and exclude the Mortgagor therefrom; (ii) with or without process of law, enter upon and take and maintain possession of all of the documents, books, records, papers and accounts of the Mortgagor relating thereto; (iii) as attorney-in-fact or agent of the Mortgagor, or in its own name as the Mortgagee and under the powers herein granted, hold, operate, manage and control the Property, the rents and the leases relating thereto and conduct the business, if any, thereof either personally or by its agents, contractors or nominees, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of the rents relating thereto (including actions for the recovery of rent, actions in forceable detainer and actions in distress of rent); (iv) cancel or terminate any lease for any cause or on any ground which would entitle the Mortgagor to cancel the same; (v) elect to disaffirm any lease made subsequent hereto or subordinated to the lien hereof (except to the extent, if any, the Mortgagee has expressly agreed otherwise in writing); (vi) make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments and improvements to the Property that, in its discretion, may seem appropriate; (vii) insure and reinsure the Property for all risks incidental to the Mortgagee's possession, operation and management thereof; and (viii) receive all such rents and proceeds, and perform such other acts in connection with the management and operation of the Property, as the Mortgagee in its reasonable discretion may deem proper, the Mortgagor hereby granting the Mortgagee full power and authority to exercise each and every one of the rights, privileges and powers contained herein at any and all times after and during the continuance of any Event of Default without notice to the Mortgagor or any other person. The Mortgagee, in the exercise of the rights and powers conferred upon it hereby, shall have full power to use and apply the rents to the payment of or on account of the following, in such order as it may determine: (1) to the payment of the operating expenses of the Property, including the cost of management and leasing thereof (which shall include reasonable compensation to the Mortgagee and its agents or contractors, if management be delegated to agents or contractors, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance herein above authorized; (2) to the payment of taxes, charges and special assessments, the costs of all repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Property, including the cost from time to time of installing, replacing or repairing the Property, and of placing the Property in such condition as will, in the judgment of the Mortgagee, make it readily rentable; and (3) to the payment of any Obligations.

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Upon and during the continuance of any Event of Default, the Mortgagee shall also have the right, immediately or at any time thereafter (in the Mortgagee's sole discretion), to foreclose this Mortgage. Upon the filing of any complaint for that purpose, the court in which such complaint is filed may, upon application of the Mortgagee or at any time thereafter, either before or after foreclosure sale, and without notice to the Mortgagor or to any party claiming under the Mortgagor and without regard to the solvency or insolvency at the time of such application of any person then liable for the payment of any of the Obligations, without regard to the then value of the Property, and without the requirement of any bond therefor, be entitled on its motion to the appointment of a receiver of the Property, with power to take possession, charge and control of the Property, to lease the same, to keep the buildings thereon insured and in good repair, and to collect all rents during the pendency of such foreclosure suit, and, in case of foreclosure sale and a deficiency during any period of redemption. The court may from time to time, authorize said receiver to apply the net amounts remaining in his hands, after deducting reasonable compensation for the receiver and his counsel as allowed by the court, in payment (in whole or in part) of any or all of the Obligations, including, without limitation, the following, in such order of application as the Mortgagee in its sole and unreviewable discretion may elect: (i) amounts due upon the Obligations; (ii) amounts due upon any decree entered in any suit foreclosing this Mortgage; (iii) costs and expenses of foreclosure and litigation relative to the Property; (iv) insurance premiums, repairs, taxes, special assessments, water charges and interest, penalties and costs, in connection with the Property; (v) any other lien or charge upon the Property that may be or become superior to the lien of this Leasehold Mortgage, or of any decree foreclosing the same; and (vi) all moneys advanced by the Mortgagee to cure or attempt to cure any Event of Default by the Mortgagor or otherwise, to protect the security hereof provided herein or in the other document or instrument evidencing or securing the Obligations, with interest on such advances at the interest rate applicable after maturity as provided in the Credit Agreement. The overplus of the proceeds of sale, if any, shall be paid to the Mortgagor. This Leasehold Mortgage may be foreclosed once against all, or successively against any portion or portions, of the Property, as the Mortgagee may elect, until all of the Property has been foreclosed against and sold. In case of any foreclosure of this Leasehold Mortgage (or the commencement of any preparation therefor) in any court, all expenses of every kind paid or incurred by the Mortgagee for the enforcement, protection or collection of this security, including court costs, reasonable attorneys' fees, stenographers' fees, costs of advertising, and costs of title insurance and any other documentary evidence of title, shall be paid by the Mortgagor.

(C) Notwithstanding anything contained in this Leasehold Mortgage, the Mortgagee shall not be obligated to perform or discharge, and does not hereby undertake to perform or discharge, any obligation, duty or liability of the Mortgagor, whether hereunder or under any of the leases or otherwise, and the Mortgagor hereby

M1:1243699.02

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Restaurant #1304
Recording Office: Cook County

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agrees to indemnify against and hold the Mortgagee harmless of and from: any and all liabilities, losses or damages which the Mortgagee may incur or pay under or with respect to Property by reason of its exercise of rights hereunder.

(D) This Leasehold Mortgage is granted to secure future advances under a revolving line of credit and loans from the Mortgagee to the Mortgagor, as provided in the Credit Agreement. All advances, disbursements or other payments required by or provided in the Credit Agreement are obligatory advances up to the credit limits established therein and shall, to the fullest extent permitted by law, have the same priority as if advanced on the date that this Leasehold Mortgage is recorded.

(E) The Mortgagor, on behalf of itself and all persons now or hereafter interested in the Property, to the fullest extent permitted by applicable law hereby waives all rights under all appraisal, homestead, moratorium, valuation, exemption, stay, reinstatement, extension, redemption and marshalling statutes, laws or equities now or hereafter existing, and the Mortgagor agrees that no defense, claim or right based on any thereof will be asserted, or may be enforced, in any action enforcing or relating to this Leasehold Mortgage or any of the Property. Without limiting the generality of the preceding sentence, the Mortgagor, to the fullest extent permitted by Illinois law, on its own behalf and on behalf of each and every person acquiring any interest in or title to the Property, or any thereof, subsequent to the date of this Leasehold Mortgage, hereby irrevocably waives any and all rights of redemption it may have pursuant to any statute, order, decree or judgment of any court.

(F) Upon full payment and performance of the Obligations, this Leasehold Mortgage shall terminate and be null and void.

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M1:1243699.02

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15350 South 94th Avenue
Orland Park, IL 60462
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EXHIBIT A

DESCRIPTION OF PREMISES

That certain Lease Agreement ("Lease") dated September 9, 2005 between CRIC-CIAO, LLC, a Delaware limited liability company, having an office at One Exeter Plaza, 11th Floor, Boston, Massachusetts 02116 ("Landlord"), and BUCA RESTAURANTS 2, INC., a Minnesota corporation, having its principal office at 1300 Nicollet Mall, Suite 5003, Minneapolis, Minnesota 55403 ("Tenant"), as memorialized in a Memorandum of Lease executed by Landlord and Tenant dated September 9, 2005 and recorded on _____, 2005 as Document _____, in Cook County, Illinois.

The Lease covers and affects the Premises described below:

Parcel 1:

Lot 6 in Orland Court Subdivision of part of the West half of the Northwest quarter of Section 15, Township 36 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof recorded March 20, 1981 as Document 25811986, in Cook County, Illinois.

Parcel 2:

Non-exclusive easement for the benefit of Parcel 1 as created in Reciprocal Construction, Operation and Easement Agreement recorded November 7, 1979 as Document 25230921, and amendments thereto, for the passage and parking of vehicles over and across the parking and driveway areas, as the same may from time to time, be constructed and maintained for such use, and for the passage and accommodation of pedestrians over and across the parking, driveway and sidewalk areas, as the same may from time to time be constructed and maintained for such use.

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EXHIBIT B

PERMITTED ENCUMBRANCES

Those exceptions appearing in Schedule B of a certain Title Insurance Policy (the "Title Policy") issued by First American Title Insurance Company to Mortgagee with respect to the Premises described in Exhibit A and all other Permitted Liens (as defined in the Credit Agreement).

M1:1243699.02

Orland Park, IL
Restaurant #1304
Recording Office: Cook County

Property of Cook County Clerk's Office

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EXHIBIT C

LEASEHOLD MORTGAGE RIDER

Mortgage Rider attached to and made a part of that certain Leasehold Mortgage, Assignment of Leases and Security Agreement, dated as of September 20, 2005 (the "**Mortgage**"), from BUCA RESTAURANTS 2, INC. a Minnesota corporation having its principal office at 1300 Nicollet Mall, Suite 5003, Minneapolis, Minnesota 55403 (the "**Mortgagor**"), to WELLS FARGO FOOTHILL, INC., a California corporation having its principal office at 2450 Colorado Avenue, Suite 3000 West, Santa Monica, California 90404, as the arranger and administrative agent for itself and the other Lenders who are or may become parties to the Credit Agreement (in such capacity as the arranger and administrative agent, the "**Mortgagee**").

With intent to be legally bound, Mortgagor and Mortgagee agree that the following terms and conditions are herein made a part of the Mortgage as an integral part thereof. The provisions of this Leasehold Mortgage Rider are supplementary to the provisions of the Mortgage to which this Leasehold Mortgage Rider is attached and to the extent any provision of this Leasehold Mortgage Rider deals with the same subject matter as similar provisions of the Mortgage, the provisions hereof are to be construed to expand such similar provisions and not to limit the general application of any general provision contained in the Mortgage. To the extent any provision of this Leasehold Mortgage Rider conflicts with the Mortgage, the language in the Mortgage shall control. In case any one or more provisions of this Leasehold Mortgage Rider may be found to be invalid or unenforceable for any reason or in any respect, such invalidity or unenforceability shall not limit or impair enforcement of any other provisions of this Leasehold Mortgage Rider. Unless otherwise defined herein, capitalized terms used in the Mortgage and this Leasehold Mortgage Rider shall have meanings ascribed to them in the Credit Agreement.

1. REPRESENTATIONS AND WARRANTIES.

The Mortgagor hereby represents, covenants and warrants to Mortgagee as follows:

1.1. Title to Property. The Mortgagor warrants its title to the Premises, subject only to the Permitted Encumbrances.

1.2. Authority; No Encumbrances. The Property is now free and clear of all encumbrances whatsoever except Permitted Encumbrances, and the Mortgagor has good right and lawful authority to mortgage and convey the same in the manner and form hereby mortgaged and conveyed.

1.3. Governmental Filings. Other than the recording of this Mortgage and the filing of financing statements with the appropriate filing offices in the state where the Mortgagor is organized, no approval, authorization or other action by, or filing with, any federal, state, or local commission, board or agency, is required under existing law in connection with the execution and delivery by Mortgagor of this Mortgage.

1.4. No Subleases. There are presently in effect no subleases of the Property or any

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part thereof.

1.5. Absence of Litigation. As of the Closing Date, there are no actions, suits, proceedings or investigations, including, without limitation, condemnation and eminent domain proceedings, pending or, to the best of Mortgagor's knowledge, threatened, against or affecting the Property which would have a material adverse affect on the ability of Mortgagor to conduct its business on the Property as it is presently conducted, or which may involve or affect the validity of this Mortgage, and Mortgagor is not in default with respect to any order, writ, injunction, decree or demand of any court or any administrative agency or governmental authority affecting the Property or the use thereof.

1.6. Compliance with Law. As of the Closing Date, the Property is in compliance in all material respects with all applicable laws and governmental regulations, including but not limited to those governing zoning, land use, subdivision control, health, safety, fire protection and protection of the environment.

2. CERTAIN COVENANTS AND CONDITIONS.

The Mortgagor covenants and agrees as follows:

2.1. Rent and Governmental Charges. Mortgagor shall pay before the same become delinquent (i) all rent, additional rent and other payments required to be paid by the lessee under the Lease, and (ii) all material taxes, charges, sewer use fees, water rates and assessments of every name and nature, whether or not assessed against Mortgagor, if applicable or related to the Property, or any interest therein, or applicable or related to any of the Obligations, which, if unpaid, might by law become a lien or charge upon all or any part of the Property; provided, however, that so long as no distraint, foreclosure sale or other levy upon or transfer with respect to the Property or any part thereof shall have been effected or threatened, Mortgagor shall not be required to pay any such taxes, charges, fees, rates and assessments by reason of this §2.1 if (i) the amount, applicability or validity thereof is currently being contested by Mortgagor in good faith by appropriate legal proceedings, (ii) such contest operates to suspend enforcement of compliance with and/or collection thereof, and (iii) Mortgagor shall have set aside on its books reserves (segregated to the extent required by sound accounting principles and practices) reasonably deemed by Mortgagee to be adequate with respect thereto.

2.2. Provision for Payment of Governmental Charges and Other Obligations. To assure the payment of all taxes, charges, sewer use fees, water rates, ground rents and assessments of every name and nature, or any other obligations which may have or acquire priority over this Mortgage, and which are assessed or payable with reference to the Property, Mortgagor, if so requested by Mortgagee following the occurrence and during the continuance of an Event of Default, shall deposit with Mortgagee, on the first day of each month, a sum determined by Mortgagee to be sufficient to provide, in the aggregate, a fund adequate to pay any such amounts at least ten (10) days before the same become delinquent; and whenever Mortgagee determines sums accumulated under the provisions of this §2.2 to be insufficient to meet the obligation for which such deposits were made, Mortgagor shall pay, on the demand of

M1:1243699.02

Orland Park, IL
Restaurant #1304
Recording Office: Cook County

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Mortgagee, any amount required to cover the deficiency therein. Every such deposit may, at the option of Mortgagee, be applied directly against the obligation with reference to which it was made, or, to the fullest extent permissible according to law, any other obligation of Mortgagor secured hereby. Such deposits may, to the fullest extent permitted by law, be commingled with other assets of Mortgagee and, in the discretion of Mortgagee, invested by Mortgagee for its own account, without any obligation to pay income from such investment, or interest on such deposits, to Mortgagor, or to account to Mortgagor for such income in any manner.

2.3. Maintenance of Property; Alterations. Mortgagor shall keep and maintain the Property in good condition, repair and working order and supplied with all necessary equipment, ordinary wear, tear and casualty excepted, shall make all such necessary repairs, renewals, replacements, betterments and improvements thereto or thereof as shall be necessary so that its business thereon may be properly and advantageously conducted at all times, and shall not permit or commit waste on the Property (except in each case where the failure to comply with such requirements could not reasonably be expected to result in a Material Adverse Change). Mortgagor shall not permit removal or alteration of anything which constitutes a part of the Property without the consent of Mortgagee except that Mortgagor may remove personal property or fixtures which have become substantially worn, damaged, surplus or obsolete, provided that Mortgagor shall, except in the case of surplus assets, substitute personal property or fixtures of equal utility and equal or greater value for the items so removed. The Mortgagor shall have the right at all times to make or permit such alterations, improvements or new construction, structural or otherwise, (herein sometimes called collectively "alterations"), of or on the Property to be made in all cases subject to the following conditions:

- (a) all work done in connection with any alterations shall be done promptly and in a first-class and workmanlike manner;
- (b) the cost of all alterations shall be paid so as to keep the Property free of all liens (other than Permitted Encumbrances);
- (c) no alterations of any kind shall be made to the Property which shall change the use or reduce the value of the Property in any material respect; and
- (d) no alteration involving an estimated cost of materials and construction labor as estimated by a licensed architect or contractor reasonably approved by Mortgagee in excess of \$100,000 shall be undertaken without the prior written consent of Mortgagee, which shall not be unreasonably withheld or delayed.

Mortgagor shall permit Mortgagee to enter the Property at any reasonable time to determine whether Mortgagor is in compliance with its obligations under this Mortgage. All construction on the Property shall comply with, and each and every part of the Property shall be maintained and used in accordance with, all applicable federal, state and local laws and governmental regulations, and any lawful private restrictions or other requirements or provisions, relating to the maintenance or use thereof (except where the failure to comply with such requirements could not reasonably be expected to result in a Material Adverse Change).

M1:1243699.02

Orland Park, IL
 Restaurant #1304
 Recording Office: Cook County

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2.4 Insurance. The Mortgagor agrees to keep the Property insured at all times throughout the term of this Mortgage with the policies of insurance described in and required by Section 5.8 of the Credit Agreement.

2.5 Casualties and Condemnation. Mortgagor agrees to make any required payments of the Obligations that arise as a result of, or due to, a casualty or condemnation of the Property, in accordance with the terms of Sections 5.8 and 2.4 of the Credit Agreement.

The provisions of this § 2.5 shall be subject to the terms of the Lease governing the disposition of casualty insurance proceeds and taking awards and, in the event of a conflict between this § 2.5 and the Lease, the provisions of the Lease shall control.

2.6 Notice of Condemnation. Mortgagor, immediately upon obtaining knowledge of the institution of any proceeding for the condemnation or requisition of the Property or any portion thereof, shall notify Mortgagee of the pendency of such proceeding. The Mortgagee may participate in such proceeding, and Mortgagor from time to time shall deliver to Mortgagee all instruments requested by Mortgagee to permit such participation.

2.7. Subleases: Assignments Subordination. Mortgagor shall not sublease the Property or any part thereof without the prior written consent of Mortgagee except for subleases executed by Mortgagor in the ordinary course of its business. If Mortgagor shall enter into a sublease, Mortgagor shall faithfully keep, observe and satisfy all the obligations on the part of the lessor to be kept, performed and satisfied under every sublease from time to time in force with reference to the Property, and shall not alter or terminate any such sublease, or any guarantee of such sublease, except in the ordinary course of business, or accept any rentals for more than one month in advance. Mortgagor hereby assigns to Mortgagee all rents and profits under any and all subleases of the Property, provided, however, that Mortgagor shall be entitled to retain such rents and profits unless an Event of Default shall have occurred and be continuing. At any time on notice from Mortgagee, Mortgagor shall submit to Mortgagee for examination all such subleases and on the demand of Mortgagee, shall execute and deliver a separate instrument collaterally assigning any or all such subleases, or the rents and profits thereof, in form reasonably satisfactory to Mortgagee. The Mortgagee shall have the right, by the execution of suitable written instruments from time to time, to subordinate this Mortgage, and the rights of Mortgagee hereunder, to any subleases, from time to time in force with reference to the Property, and, on the execution of any such instrument, this Mortgage shall be subordinate to the sublease for which such subordination is applicable with the same force and effect as if such sublease had been executed and delivered, and a notice thereof recorded to the extent required to give notice to third persons, prior to the execution, delivery and recording of this Mortgage.

2.8. Prior Mortgages. If this Mortgage, by its terms, is now, or at any time hereafter, becomes subject or subordinate to a prior mortgage, Mortgagor shall fully perform its obligations under such prior mortgage and shall not, without the consent of Mortgagee, agree to the modification, amendment or extension of the terms or conditions of such prior mortgage. Nothing contained in this §2.8 is intended, nor shall it be deemed, to constitute consent by Mortgagee to a subordination of the lien of this Mortgage.

MI:1243699.02

Orland Park, IL
Restaurant #1304
Recording Office: Cook County

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5

2.9. Encumbrances. Mortgagor shall not create or permit to be created or permit to exist any encumbrance on the Property (other than the Permitted Encumbrances) even if such encumbrance is inferior to this Mortgage, without the prior express written consent of Mortgagee.

2.10. Transfers of Ownership. Mortgagor shall not sell or permit any transfer of any interest in the Property, or any part thereof, without the prior express written consent of Mortgagee except as expressly permitted by the Credit Agreement.

2.11. Priority of Lien; After-Acquired Property; No Merger of Estates. This Mortgage is and will be maintained as a valid mortgage lien on the Property subject only to the Permitted Encumbrances. All property of every kind acquired by Mortgagor after the date hereof which, by the terms hereof, is required or intended to be subjected to the lien of this Mortgage shall, immediately upon the acquisition thereof by Mortgagor, and without any further mortgage, conveyance, assignment or transfer, become subject to the lien of this Mortgage. The Mortgagor will do, execute, acknowledge and deliver all and every such further conveyances, mortgages, and assurances as Mortgagee shall reasonably require for accomplishing the purposes of this Mortgage. If any action or proceeding shall be instituted to evict the Mortgagor or recover possession of the Property or for the foreclosure of any other mortgage or deed of trust or for any other purpose affecting the Property or this Mortgage, Mortgagor will immediately, upon service thereof on or by Mortgagor, deliver to Mortgagee a true copy of each precept, petition, summons, complaint, notice of motion, order to show cause, and all other process, pleadings and papers, however designated, served in any such action or proceeding.

The Mortgagor will not release, surrender or terminate the Lease without the prior written consent of the Mortgagee, nor without similar consent will the Mortgagor modify the Lease so as to reduce the term thereof, or to increase the rentals payable thereunder, or to alter those provisions relating to grace periods, notices to be given to the Mortgagee, construction, use, reconstruction, or demolition of the building on the mortgaged Premises, payment of governmental charges as provided in the Lease, renewal privileges or in any other manner which would impair the security of this Mortgage. The Mortgagor further covenants and agrees that there shall be no merger of the Lease, or of the leasehold estate created thereby, or of any building, Building Service Equipment or other improvement now or hereafter constituting a portion of the Property, with the fee estate of the owner or owners of the land and premises described in the Lease, by reason of the fact that the Lease or the leasehold interest created thereby, or any interest in any such building, equipment or other improvements, may be held by or for the account of any person or persons who shall be the owner or owners of such fee estate in said land and premises, unless and until all persons at the time having an interest in the fee estate in said land and premises and all persons, including the Mortgagee, at the time having an interest in the Lease, leasehold estate, buildings, equipment and improvements, shall join in a written instrument effecting such merger and shall duly record the same.

2.12. Security Agreement. This Mortgage shall constitute a security agreement under Article 9 of the Uniform Commercial Code (the "**Code**") in each applicable jurisdiction with respect to fixtures, Building Service Equipment and other personal property included in the

MI:1243699.02

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Restaurant #1304
Recording Office: Cook County

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6

Property (the “**Personal Property**”), now or hereafter acquired by Mortgagor, which might otherwise be deemed “personal property” covered by this Mortgage (except to the extent the same constitute Excluded Assets). Mortgagor has granted and does hereby grant Mortgagee a security interest in the Personal Property and in all additions and accessions thereto, renewals and replacements thereof and all substitutions therefor and proceeds thereof for the purpose of securing all Obligations now or hereafter secured by this Mortgage. The following provisions relate to such security interest:

(1) The Personal Property includes all now existing or hereafter acquired or arising equipment, inventory, accounts, chattel paper, instruments, documents, deposit accounts, investment property, letter-of-credit rights, commercial tort claims, supporting obligations and general intangibles now or hereafter used or procured for use in the Premises or otherwise relating to the Premises (except to the extent the same constitute Excluded Assets).

(2) Mortgagor hereby irrevocably authorizes Mortgagee at any time and from time to time to file in any filing office in any Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the collateral as “all assets used or procured for use or otherwise relating to” the Premises or words of similar effect, or as being of equal or lesser scope or in greater detail, and to indicate the Premises as defined, or in a manner consistent with the term as defined, in this Mortgage and (b) contain any other information required by part 5 of Article 9 of the Code of any such filing office for the sufficiency or filing office acceptance of any initial financing statement or amendment, including whether Mortgagor is an organization, the type of organization and any organizational identification number issued to Mortgagor. Mortgagor agrees to provide any such information to Mortgagee promptly upon request. Mortgagor also ratifies its authorization for Mortgagee to have filed in any filing office in any Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof. Mortgagor shall pay to Mortgagee, from time to time, upon demand, any and all costs and expenses incurred by Mortgagee in connection with the filing of any such initial financing statements and amendments, including reasonable attorneys’ fees and all disbursements. Such costs and expenses shall bear interest at the annual interest rate provided for in the Credit Agreement from the date paid by Mortgagee until the date repaid by Mortgagor, and such costs and expenses, together with such interest, shall be part of the Obligations and shall be secured by this Mortgage.

(3) Mortgagor shall any time and from time to time take such steps as Mortgagee may reasonably request for Mortgagee to obtain “control” of any Personal Property for which control is a permitted or required method to perfect, or to insure priority of, the security interest in such Personal Property granted herein.

(4) Upon the occurrence and during the continuance of an Event of Default, Mortgagee shall have the rights and remedies of a secured party under the Code as well as all other rights and remedies available at law or in equity or under this Mortgage.

MI:1243699.02

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Restaurant #1304
Recording Office: Cook County

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7

(5) This Mortgage also constitutes a Uniform Commercial Code financing statement which is being filed as a fixture filing. Mortgagor is the record owner of the leasehold interest described on Exhibit A hereto. The collateral is described herein, some of which is or may become fixtures on the premises described on Exhibit A hereto. The names and mailing addresses of the Debtor ("Mortgagor" herein) and secured party ("Mortgagee" herein) are set forth on the first page of this Mortgage. The Debtor is a corporation organized under the laws of the State of Minnesota and its organizational identification number, if any, is 7R-751.

(6) Terms defined in the Code and not otherwise defined in this Mortgage shall have the same meanings in this Paragraph as are set forth in the Code. In the event that a term is used in Article 9 of the Code and also in another Article, the term used in this Paragraph is that used in Article 9. The term "control," as used in this Paragraph, has the meaning given in Section 9-104, 9-105, 9-106 or 9-107 of Article 9, as applicable.

2.13. Performance of Lease. Mortgagor covenants that the Mortgagor will:

(a) diligently perform and observe all of the terms, covenants and conditions of the Lease required to be performed and observed by the Mortgagor as such lessee unless such performance or observance shall have been waived or not required by the lessor;

(b) promptly notify the Mortgagee in writing of any material default by the lessor in the performance or observance of any of the terms, covenants or conditions on the part of Lessor to be performed or observed.

(c) promptly advise the Mortgagee in writing of the giving of any notice by the lessor to the Mortgagor of any material default by the Mortgagor under the Lease;

(d) exercise any option to renew or extend the term of the Lease in such manner as will cause the term of the Lease to be effectively renewed or extended for the period provided by such option if this Mortgage continues beyond such Lease term, and give immediate written notice thereof to the Mortgagee;

(e) promptly after the execution and delivery of this Mortgage or of any instrument or agreement supplemental thereto, notify the Lessor in writing of the execution and delivery thereof and deliver to the Lessor a copy of each such instrument or agreement; and

(f) upon the request of Mortgagee, use reasonable and diligent efforts to obtain from the lessor and furnish to the Mortgagee the estoppel certificate of the lessor in such form as may be reasonably required by Mortgagee.

2.14 Environmental Assessments. No more frequently than once during the term of this Mortgage, or more frequently as determined by Mortgagee if an Event of Default shall have occurred and be continuing, Mortgagee may, from time to time, in its discretion for the purpose

M1:1243699.02

Orland Park, IL
Restaurant #1304
Recording Office: Cook County

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of assessing and ensuring the value of the Property, obtain one or more environmental assessments or audits of the Property prepared by a hydrogeologist, an independent engineer or other qualified consultant or expert approved by Mortgagee to evaluate or confirm (a) whether any Hazardous Materials are present in the soil or water at the Property, and (b) whether the use and operation of the Property complies with all Environmental Laws. Environmental assessments may include without limitation detailed visual inspections of the Property including any and all storage areas, storage tanks, drains, dry wells and leaching areas, and the taking of soil samples, surface water samples and ground water samples, as well as such other investigations or analyses as Mortgagee deems appropriate. All such environmental assessments shall be conducted and made at the expense of Mortgagor.

3. DEFAULT AND REMEDIES.

3.1. **Default; Acceleration of Obligations.** If an Event of Default shall occur and be continuing then Mortgagee may exercise the remedies provided under this Mortgage, under the Credit Agreement, under any and all other instruments and documents providing security for the Obligations, or under the laws of the state where the Property is situated, or any one or more of such remedies.

3.2. **Remedies Cumulative.** No remedy herein conferred on Mortgagee is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing.

3.3. **Right of Mortgagee to Cure an Event of Default.** If an Event of Default shall occur Mortgagee shall have the right, but without any obligation so to do, to cure such default for the account of Mortgagor and to make any payment or take any action necessary to effect such cure. Without limiting the generality of the foregoing, Mortgagor hereby authorizes Mortgagee to pay all taxes, sewer use fees, water rates and assessments, with interest, costs and charges accrued thereon, which may at any time be a lien (other than a Permitted Encumbrance) upon the Property, or any part thereof; to pay the premiums for any insurance required under the Credit Agreement; to incur and pay reasonable expenses in protecting its rights hereunder and the security hereby granted; and to pay any balance due under any security agreement on any fixtures and equipment included as a part of the Property; and the payment of all amounts so incurred shall be secured hereby as fully and effectually as any other obligation of Mortgagor secured hereby. If Mortgagee shall make any payment or take action in accordance with this §3.3, Mortgagee will give to Mortgagor written notice of the making of any such payment or the taking of any such action. In any such event, Mortgagee and any person designated by Mortgagee shall have, and is hereby granted, the right to enter upon the premises demised by the Lease at reasonable times and from time to time for the purpose of taking any such action, and all monies expended by Mortgagee in connection therewith (including, but not limited to, reasonable legal expenses and disbursements), together with interest thereon at an annual rate of interest provided for in the Credit Agreement (or the highest rate permitted by law, whichever shall be less), from the date of each such expenditure, shall be paid by Mortgagor to Mortgagee forthwith upon demand by Mortgagee, and shall be secured by this Mortgage, and Mortgagee shall have, in addition to any other right or remedy of Mortgagee, the same rights and remedies

MI:1243699.02

Orland Park, IL
Restaurant #1304
Recording Office: Cook County

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9

in the event of non-payment of any such sums by Mortgagor as in the case of a default by Borrower, Mortgagor or any of the other Guarantors in the payment of any installment of principal or interest due and payable under the Credit Agreement.

3.4. Operation of Mortgaged Property. Upon the occurrence and during the continuance of an Event of Default, Mortgagee may hold, lease, manage, operate or otherwise use or permit the use of the Property, either itself or by other persons, firms or entities, in such manner, for such time and upon such other terms as Mortgagee may deem to be prudent and reasonable under the circumstances (making such repairs, alterations, additions and improvements thereto and taking any and all other action with reference thereto, from time to time, as Mortgagee shall deem necessary or desirable), and apply all rents, profits and other amounts collected in connection therewith in accordance with the other provisions of this Mortgage.

3.5. Receiver. Upon the occurrence and during the continuance of an Event of Default, or any actual or threatened waste to all or any part of the Property in violation of Section 2.3 hereof, or at any time while a suit is pending to foreclose or reform this Mortgage or to enforce any provision hereof Mortgagee shall have the right to apply without notice for the appointment of a receiver of all or any part of the Property and the rents and profits thereof, and such receiver shall have all the broad and effective functions and powers anywhere entrusted by a court to a receiver. Mortgagee shall be entitled to the appointment of said receiver forthwith as a matter of absolute right, without regard to the adequacy or inadequacy of the value of the Property or the solvency or insolvency of Mortgagor or any other defendant, and Mortgagor hereby waives any right to object to the appointment of such receiver and expressly consents thereto. The income, profits, rents, issues and revenues from the Property shall be applied by such receiver according to the provisions of this Mortgage and the practice of the court appointing such receiver.

3.6. Certain Terms of Foreclosure Sale. At any foreclosure sale, any combination or all of the Property or security given to secure the indebtedness secured hereby, may be offered for sale for one total price, and the proceeds of such sale accounted for in one account without distinction between the items of security or without assigning to them any proportion of such proceeds, Mortgagor hereby waiving the application of any doctrine of marshaling; and, in case Mortgagee, in the exercise of the power of sale herein given, elects to sell in parts or parcels, said sales may be held from time to time, and the power shall not be fully executed until all of the property or security not previously sold shall have been sold.

3.7. Uniform Commercial Code. If the provisions of the Uniform Commercial Code are applicable to any property or security given to secure the indebtedness secured hereby which is sold in combination with or as a part of the Property, or any part thereof, at one or more foreclosure sales, any notice required under such provisions shall be fully satisfied by the notice given in execution of the power of sale or other provision in accordance with which the sale of the leasehold estate pursuant to such foreclosure is held with respect to the Property or any part thereof.

MI:1243699.02

Orland Park, IL
Restaurant #1304
Recording Office: Cook County

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10

3.8. Other Mortgage Instruments. The Obligations secured by this Mortgage may also be secured by various other deeds of trust or mortgages or both (collectively, including this Mortgage, the "Mortgage Instruments") conveying or encumbering real estate in the state in which the Property is situated and in other jurisdictions. A default under the Credit Agreement shall be a default under all Mortgage Instruments. Except as may be expressly stated in this Mortgage or in such other Mortgage Instruments, all the property conveyed or encumbered by the Mortgage Instruments is security for the Obligations secured by the Mortgage Instruments without allocation of any one or more of the parcels or properties serving as security under the Mortgage Instruments to any part of the Obligations. The Mortgagee may act at the same time or at different times to pursue a remedy or remedies under the Mortgage Instruments or under any of them by proceedings appropriate to the state in which the property serving as security lies, and no such action shall stay or bar enforcement, or be construed as a waiver of, any remedy of Mortgagee under any other instrument in the same state or jurisdiction or in any other state or jurisdiction.

3.9. Rights Cumulative. Each right, power and remedy conferred upon Mortgagee by this Mortgage, the Credit Agreement and by all other documents evidencing or securing the Obligations and conferred by law or in equity is cumulative and in addition to every other right, power and remedy herein or therein set forth or otherwise so existing, may be exercised from time to time, as often, and in such order, as may be deemed expedient by Mortgagee, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy, and no delay or omission of, or discontinuance by, Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein. To constitute a waiver, there must be a writing signed by an officer of Mortgagee and directed to Mortgagor, specifying the waiver.

In case Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage or the Credit Agreement by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to Mortgagee, then and in every such case Mortgagor and Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Mortgagee shall continue as if no such proceeding had been taken. In the event of a breach or default under this Mortgage or under the Credit Agreement or any other document evidencing or securing the Obligations, Mortgagor agrees to pay and to indemnify and hold harmless Mortgagee and the Lenders for all reasonable expenses, attorneys' fees, taxes and other court costs occasioned by such breach or default.

4. DEFINITIONS.

The following terms as used herein shall have the following meanings:

"Borrower" shall mean, collectively, BUCA, INC., a Minnesota corporation, BUCA RESTAURANTS, INC., a Minnesota corporation, BUCA TEXAS RESTAURANTS, L.P., a

M1:1243699.02

Orland Park, IL
 Restaurant #1304
 Recording Office: Cook County

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11

Texas limited partnership, BUCA RESTAURANTS 3, INC., a Minnesota corporation, BUCA (KANSAS), INC., a Kansas corporation, and BUCA RESTAURANTS 2, INC., a Minnesota corporation.

“Building Service Equipment” shall mean all materials, supplies, equipment, apparatus, fixtures and articles of personal property owned by Mortgagor now or hereafter attached to or used or procured for use in connection with the operation or maintenance of any building, structure or other improvement located on or included in the Property (except apparatus, fixtures or articles of personal property belonging to lessees or other occupants of such building or to persons other than Mortgagor unless the same be abandoned by any such lessee or other occupant or person), together with any and all replacements thereof and additions thereto.

“Business Day” shall have the meaning assigned to it in Schedule 1.1 of the Credit Agreement.

“Casualty Event” shall have the meaning assigned to it in Schedule 1.1 of the Credit Agreement.

“Closing Date” shall have the meaning assigned to it in Schedule 1.1 of the Credit Agreement.

“Code” shall have the meaning assigned to it in Section 2.12 hereof.

“Commitment” shall have the meaning assigned to it in Schedule 1.1 of the Credit Agreement.

“Credit Agreement” shall mean that certain Credit Agreement dated as of November 14, 2004, by and among Borrower, Mortgagee, and the Lenders, as amended by that certain Amendment Number One to Credit Agreement and Waiver, dated as of April 15, 2005, and that certain Amendment Number Two to Credit Agreement and Waiver, dated as of September __, 2005 and as further amended, modified, or otherwise supplemented and in effect from time to time.

“Environmental Laws” shall have the meaning assigned to it in Schedule 1.1 of the Credit Agreement.

“Event of Default” shall mean any Event of Default under the Credit Agreement (as therein defined).

“Excluded Assets” shall have the meaning assigned to it in Schedule 1.1 of the Credit Agreement.

“FOOTHILL” shall mean WELLS FARGO FOOTHILL, INC., a California corporation, in its individual capacity, and its successors and assigns.

“Guarantors” shall have the meaning assigned to it in Schedule 1.1 of the Credit

MI:1243699.02

Orland Park, IL
Restaurant #1304
Recording Office: Cook County

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12

Agreement.

“Hazardous Materials” shall have the meaning assigned to it in Schedule 1.1 of the Credit Agreement.

“Lease” shall mean the Lease referred to and described in Exhibit A to the Mortgage.

“Lender(s)” shall mean WELLS FARGO FOOTHILL, INC. and such other lending institutions who are now or may become parties to the Credit Agreement, together with their successors and assigns.

“Loan Documents” shall have the meaning assigned to it in Schedule 1.1 of the Credit Agreement.

“Material Adverse Change” shall have the meaning assigned to it in Schedule 1.1 of the Credit Agreement.

“Mortgage” shall have the meaning assigned to it in the recitals to this Leasehold Mortgage Rider.

“Mortgagee” shall mean the mortgagee named at the beginning of this instrument, any subsequent holder or holders of this Mortgage or the indebtedness secured hereby, the trustee under a deed of trust, or any state or county official engaged in any part of the enforcement of the lien of this Mortgage, and their respective successors and assigns. The word “Mortgagee” as used in this Mortgage Rider shall also mean, if this instrument forms part of a deed of trust, the beneficiary of this Mortgage Instrument and any subsequent owner of the beneficiary’s interest in the Property or this Mortgage Instrument.

“Mortgage Instruments” shall have the meaning assigned to it in Section 3.8 hereof.

“Mortgagor” shall mean the person or persons named at the beginning of this instrument as Mortgagor, and any subsequent owner or owners of the equity of redemption of the Property.

“Obligations” shall mean all indebtedness, obligations (including the “Obligations” as defined in the Credit Agreement) and liabilities of any of the Borrower and its Subsidiaries to any of the Lenders and the Mortgagee, individually or collectively, existing on the date of the Credit Agreement or arising thereafter, direct or indirect, joint or several, absolute or contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, arising by contract, operation of law or otherwise, arising or incurred (a) under this Mortgage, the Credit Agreement or any of the other Loan Documents or in respect of any of the Loans made or reimbursement obligations incurred or any of the Letters of Credit or other instruments at any time evidencing any thereof, or (b) in connection with cash management services provided by FOOTHILL. Notwithstanding the foregoing, “Obligations” shall not include “Bank Product Obligations” as defined in the Credit Agreement.

“Permitted Encumbrances” shall mean the encumbrances listed or described on Exhibit B

MI:1243699.02

Orland Park, IL
Restaurant #1304
Recording Office: Cook County

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to this Mortgage and incorporated herein by reference as if fully set out herein.

“Premises” shall mean the leasehold estate more particularly described and set forth in Exhibit A attached to this Mortgage and made a part hereof.

“Property” shall mean all of the described property, rights, privileges, interests and franchises more particularly described in paragraphs (a) through (i) below (but in each case excluding any of the same that constitute Excluded Assets):

(a) The leasehold estate as described in Exhibit A annexed hereto and incorporated herein by reference as if fully set out herein;

(b) The Lease, together with the appurtenances and all the estate and rights of the Mortgagor of, in and to the premises which are subject to the Lease; all and each of the tenements, hereditaments and appurtenances of the Mortgagor belonging or in anywise appertaining to said premises, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all right, title and interest of the Mortgagor, if any, now owned or hereafter acquired, in and to any land lying, in the bed of any street, road or avenue, open or proposed, in front of or adjoining the premises which are subject to the Lease to the center line thereof and all sidewalks and alleys, and all strips and gores of land, adjacent to or used in connection with said premises;

(c) All buildings and other improvements of every kind and description now or hereafter erected or placed on the premises which are subject to the Lease or any part thereof owned by the Mortgagor, and all of the right, title and interest of Mortgagor in and to all materials intended for construction, reconstruction, alteration and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within said premises immediately upon the delivery thereof to said premises, and all fixtures, Building Service Equipment, and all renewals or replacements thereof or articles in substitution therefor; it being mutually agreed that all the aforesaid property owned or to be owned by Mortgagor and placed by it on said premises and such buildings and improvements shall, so far as permitted by law, be deemed to be affixed thereto and covered by this Mortgage;

(d) All modifications, extensions and renewals of the Lease and all rights to renew or extend the term of the Lease; all credits, deposits, options, privileges and rights of the Mortgagor, as lessee under the Lease; and to the extent not prohibited by or inconsistent with the terms of the Lease, all awards heretofore made or hereafter to be made for the taking by eminent domain of the whole or any part of the above described premises, or any estate or easement therein, including any awards for change of grade of streets, all of which awards are hereby assigned to the Mortgagee;

(e) All present and future subleases and licenses of space in the building erected upon the premises which are subject to the Lease or any other portion of said premises, and the rents, issues and profits payable thereunder;

MI:1243699.02

Orland Park, IL
Restaurant #1304
Recording Office: Cook County

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14

(f) All unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter obtained by the Mortgagor pursuant to the provisions of the Mortgage;

(g) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, but without limitation, proceeds of insurance provided for in this Mortgage and proceeds of condemnation awards and awards for restriction of access to, or change of grade of, streets;

(h) All transferable building service, building maintenance, construction, management and other similar agreements and contracts, written or oral, express or implied, now or hereafter entered into arising or in any manner related to the construction, design, improvement, use, operation, occupation, enjoyment, sale, conversion or other disposition (voluntary or involuntary) of the premises which are subject to the Lease, or the buildings and improvements now or hereafter located thereon, or any other interest in said premises, or any combination thereof, including all property management agreements, sales contracts, contract deposits, earnest money deposits, prepaid items and payments due and to become due thereunder, and further including all payment and performance bonds, construction guaranties, warranties, construction contracts, architects agreements, general contract agreements, design agreements, engineering agreements, technical service agreements, architectural plans and specifications, sewer and water and other utility agreements, permits, approvals, licenses, building permits, service contracts, advertising contracts, purchase orders and equipment leases; and

(i) All proceeds and products of the foregoing of every type.

“Release” shall have the meaning specified in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601 et seq. (“CERCLA”) and the term “Disposal” (or “disposed”) shall have the meaning specified in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq. (“RCRA”), and regulations promulgated thereunder; provided, in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply as of the effective date of such amendment and provided further, to the extent that the laws of the state where the Property is located establish a meaning for “release” or “disposal” which is broader than specified in either CERCLA or RCRA, such broader meaning shall apply.

“Subsidiaries” shall have the meaning assigned to it in Schedule 1.1 of the Credit Agreement.

5. MISCELLANEOUS.

5.1. Notices. All notices, requests and other communications hereunder shall be made in writing and shall be given in the manner set forth in the Credit Agreement.

5.2. Successors and Assigns; Joint and Several Liability; Partial Invalidity. All

MI:1243699.02

Orland Park, IL
 Restaurant #1304
 Recording Office: Cook County

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15

the covenants and agreements of Mortgagor herein contained shall be binding upon Mortgagor and the successors and assigns of Mortgagor. In case any one or more of the provisions of this Mortgage may be found to be invalid, or unenforceable for any reason or in any respect, such invalidity or unenforceability shall not limit or impair enforcement of any other provision thereof.

5.3. Future Advances; Revolving Credit Loan. This Mortgage shall secure, and constitute a lien upon the Property for, all future advances and revolving credit advances or readvances made by Mortgagee or any of the Lenders under the Credit Agreement at any time or times hereafter, whether or not any reference is made to this Mortgage at the time such advances are made. All such sums shall be equally secured with and, to the extent permitted by law, have the same priority as the Obligations outstanding as of the date hereof. A portion of the Obligations is revolving credit indebtedness and a portion thereof is term loan indebtedness. Mortgagor agrees that if the outstanding balance of the Credit Agreement, principal and interest, is ever repaid to zero (despite any express prohibition to the contrary contained in the Credit Agreement), the lien and security interest of this Mortgage shall not be deemed released or extinguished by operation of law or implied intent of the parties. This Mortgage shall remain in full force and effect as to any further advances or readvances under the Credit Agreement made after any such zero balance until the Obligations are paid in full, all agreements to make further advances and readvances have been terminated and this Mortgage has been canceled of record. Mortgagor waives the operation of any applicable statute, case law, or regulation having a contrary effect. The outstanding principal amount of the indebtedness under the Credit Agreement will bear interest at a variable rate or rates calculated in accordance with the terms and conditions of the Credit Agreement. The Credit Agreement is hereby incorporated into this Mortgage with regard to all references made to it in this Mortgage.

5.4. Modification. No change, amendment, modification, cancellation or discharge of this Mortgage, or any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns.

5.5. Captions. Section headings are inserted for convenience of reference only, do not form part of this Mortgage and shall be disregarded for purposes of the interpretation of the terms of this Mortgage.

5.6. Governing Law. This Leasehold Mortgage, Assignment of Leases and Security Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is situated.

5.7. Release of Collateral.

(a) Upon termination of the Commitments and payment or satisfaction in full of the Obligations, Mortgagee, at the request and expense of Mortgagor, shall execute such documents as may be reasonably requested by Mortgagor to evidence the discharge and satisfaction of this Mortgage and the release of Mortgagor from liability to Mortgagee.

(b) Subject to the provisions of Section 15.12(a) of the Credit Agreement, unless

MI:1243699.02

Orland Park, IL
Restaurant #1304
Recording Office: Cook County

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16

Mortgagee otherwise consents in writing, the Property or any part thereof shall not be released from the lien of this Mortgage until termination of the Commitments and payment or satisfaction in full of the Obligations.

[End of Document]

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Orland Park, IL
Restaurant #1304
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Orland Park, Illinois

EXHIBIT A

Parcel 1:

Lot 6 in Orland Court Subdivision of part of the West half of the Northwest quarter of Section 15, Township 36 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof recorded March 20, 1981 as Document 25811986, in Cook County, Illinois.

Parcel 2:

Non-exclusive easement for the benefit of Parcel 1 as created in Reciprocal Construction, Operation and Easement Agreement recorded November 7, 1979 as Document 25230921, and Amendment to Reciprocal Construction, Operation and Easement Agreement recorded March 2, 1981 as Document 25811985, and Amended and Restated Reciprocal Construction, Operation and Easement Agreement recorded July 21, 1998 as Document 98630610, First Amendment to Amended and Restated Reciprocal Construction, Operation and Easement Agreement recorded March 9, 2000 as Document 00171863 and Second Amendment to Amended and Restated Reciprocal Construction, Operation and Easement Agreement recorded July 27, 2001 as Document 0010677502, together Fringe Tracts Agreement recorded November 7, 1979 as Document 25230922 and Declaration of Restrictions and Easements recorded April 18, 1995 as Document 95255390, for the passage and parking of vehicles over and across the parking and driveway areas, as the same may from time to time, be constructed and maintained for such use, and for the passage and accommodation of pedestrians over and across the parking, driveway and sidewalk areas, as the same may from time to time be constructed and maintained for such use.

Permanent Index Number: 27-15-100-017

Street Address 15350 South 94th Avenue
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