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3 of 4

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LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (ILLINOIS)¹

from

KERASOTES SHOWPLACE THEATRES, LLC ("Mortgagor")

to

DEUTSCHE BANK TRUST COMPANY AMERICAS,
in its capacity as Administrative Agent ("Mortgagee")

Location: _____
Municipality: _____
County: Cook
State: Illinois

Effective as of March 14, 2006

THE SECURED PARTY (MORTGAGEE) DESIRES THIS FIXTURE FILING TO BE INDEXED
AGAINST THE RECORD OWNER OF THE REAL ESTATE DESCRIBED HEREIN

THIS INSTRUMENT WAS PREPARED BY AND RECORDING IS REQUESTED BY,
AND WHEN RECORDED MAIL TO:

MAIL TO →

O'Melveny & Myers LLP
400 South Hope Street
Los Angeles, California 90071
Attn: Vivian C. Douglas
212,403-927

¹ **NOTE:** If this Instrument or the Secured Instruments which this Instrument secures are in your possession, DO NOT DESTROY THEM. State law may require presentation of this Instrument and/or the Secured Instruments in order to obtain a termination or release of this Instrument upon satisfaction of the indebtedness secured hereby. The termination or release must be recorded in the city, town, county or parish records for the jurisdiction in which the land described in Exhibit A is located.

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LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (ILLINOIS)

NOTICE: THE OBLIGATIONS SECURED HEREBY INCLUDE REVOLVING CREDIT OBLIGATIONS WHICH PERMIT BORROWING, REPAYMENT AND REBORROWING. INTEREST ON OBLIGATIONS SECURED HEREBY ACCRUES AT RATES WHICH MAY FLUCTUATE FROM TIME TO TIME. THIS INSTRUMENT SECURES FUTURE ADVANCES.

THIS LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (ILLINOIS) (this "**Instrument**") is effective as of March 14, 2006, and is made by **KERASOTES SHOWPLACE THEATRES, LLC**, a Delaware limited liability company ("**Mortgagor**"), having an address at 224 North Des Plaines Avenue, Suite 200, Chicago, Illinois 60661, to **DEUTSCHE BANK TRUST COMPANY AMERICAS**, a New York banking corporation, having an address at 60 Wall Street, New York, New York 10005, as administrative agent for and representative of (in such capacity, herein called the "**Mortgagee**") the financial institutions (the "**Lenders**") party to that certain **THIRD AMENDED AND RESTATED CREDIT AGREEMENT** dated as of October 29, 2004, as amended by that certain First Amendment and Limited Waiver dated as of March 24, 2005, as amended by that certain Second Amendment to Third Amended and Restated Credit Agreement dated as of September 28, 2005, and by that certain Third Amendment to Third Amended and Restated Credit Agreement dated as of March 14, 2006 (said Third Amended and Restated Credit Agreement, as amended and as it may hereafter be amended, restated, supplemented, renewed, replaced or otherwise modified from time to time, being the "**Credit Agreement**"), entered into by and among Mortgagor, KERASOTES SHOWPLACE THEATRES HOLDINGS, LLC, a Delaware limited liability company, THE FINANCIAL INSTITUTIONS LISTED ON THE SIGNATURE PAGES THEREOF, DEUTSCHE BANK TRUST COMPANY AMERICAS, as administrative agent for the Lenders (in such capacity, "**Administrative Agent**"), and such other agents as named therein. Unless otherwise stated, capitalized terms used herein without definitions shall have the meanings ascribed thereto in the Credit Agreement.

ATTENTION COUNTY RECORDER: PORTIONS OF THE COLLATERAL ARE MORTGAGOR'S INTEREST IN GOODS WHICH ARE OR ARE TO BECOME AFFIXED TO OR FIXTURES ON THE LAND DESCRIBED IN OR REFERRED TO IN EXHIBIT A HERETO. THIS INSTRUMENT IS TO BE FILED FOR RECORD OR RECORDED, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS OF EACH COUNTY (OR, TO THE EXTENT SIMILAR RECORDS ARE MAINTAINED AT THE CITY OR TOWN LEVEL INSTEAD OF THE COUNTY LEVEL, EACH SUCH CITY OR TOWN) IN WHICH SAID LAND OR ANY PORTION THEREOF IS LOCATED. DEBTOR IS THE OWNER OF A LEASEHOLD INTEREST IN THE REAL ESTATE CONCERNED. THE FEE OWNER OF THE REAL ESTATE CONCERNED IS SHOWN ON EXHIBIT C ATTACHED HERETO. THIS INSTRUMENT IS TO BE

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INDEXED AS A MORTGAGE AND ALSO TO BE INDEXED IN THE INDEX OF FINANCING STATEMENTS.

All of the property described under 1 through 13 below is herein collectively called the **"Mortgaged Property"**:

1. The leasehold interest of Mortgagor in the real property described in Exhibit A attached hereto created by the lease described in Exhibit B attached hereto (the "Subject Lease"), together with any greater estate therein as hereafter may be acquired by Mortgagor, together with all of Mortgagor's estate, right, title, interest, claim or demand in the following: (a) all strips and gores within or adjoining such property, all estate, right, title, interest, claim or demand whatsoever of Mortgagor in the streets, roads, sidewalks, alleys, and ways adjacent thereto (whether or not vacated and whether public or private and whether open or proposed), (b) all vaults or chutes adjoining such land, all of the tenements, hereditaments, easements, reciprocal easement agreements, rights pursuant to any trackage agreement, rights to the use of common drive entries, rights-of-way and other rights, privileges and appurtenances thereunto belonging or in any way pertaining thereto, (c) all reversions, remainders, dower and right of dower, curtesy and right of curtesy, (d) all of the air space and right to use said air space above such property, (e) all transferable development rights arising therefrom or transferred thereto, (f) all water and water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and shares of stock evidencing the same, (g) all mineral, mining, gravel, oil, gas, hydrocarbon substances and other rights to produce or share in the production of anything related to such property (to the extent Mortgagor has such rights), (h) all drainage, crop, timber, agricultural, and horticultural rights with respect to such property (to the extent Mortgagor has such rights), and (i) all other appurtenances appurtenant to such property, including without limitation, any now or hereafter belonging or in anywise appertaining thereto, and all claims or demands of Mortgagor, either at law or in equity, in possession or expectancy, now or hereafter acquired, of, in or to the same (Mortgagor's interest in all of the foregoing being referred to herein, collectively, as the **"Land"**);

2. All of Mortgagor's right, title and interest in and to any and all buildings, constructions and improvements now or hereafter erected in or on the Land, including, but not limited to, those attachments, appliances, equipment, machinery, and other articles which are attached to said buildings, constructions and improvements (collectively, the **"Improvements"**; Mortgagor's interest in the Improvements and the Land are collectively referred to herein as the **"Premises"**), all of which shall be deemed and construed to be a part of Mortgagor's interest in the realty;

3. All of Mortgagor's right, title and interest in and to all of the items incorporated as part of or attributed or affixed to any of the Premises or other real property included in the Mortgaged Property or any other interest of Mortgagor, whether now owned or hereafter acquired, in, to or relating to the Premises or such other real property, in such a manner that such items constitute real property under the law of the state where the property is situated;

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4. All of Mortgagor's right, title and interest in and to any personal property (other than inventory), including, without limitation, all supplies, equipment, tools, furniture, furnishings, fixtures, machinery and construction materials which Mortgagor now or hereafter owns or in which Mortgagor now or hereafter acquires an interest or right and which are now or hereafter located on or affixed to the Premises or used or useful in the operation, use or occupancy thereof (including, without limitation, in connection with the business conducted thereon by or on behalf of Mortgagor or the construction of any improvements thereon and which are or may hereafter become fixtures, including, without limitation, any interest of Mortgagor in and to personal property which is leased or subject to any superior security interest, and all equipment related to any of the foregoing, all racking and shelving systems, all heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and/or compacting plants, systems, fixtures and equipment, elevators, escalators, stoves, ranges, vacuum, window washing and other cleaning and building service systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, ducts, conduits, dynamos, engines, compressors, generators, boilers, stokers, furnaces, pumps, tanks, appliances and garbage and pest control systems (Mortgagor's interest in any of the foregoing is collectively referred to herein as the "**Fixtures**");

5. All of Mortgagor's right, title and interest in and to all present and future rents (including rents received after the filing of any petition in bankruptcy by or against Mortgagor), issues, profits, royalties, income and other benefits (collectively, the "**Rents**") derived by Mortgagor from the Premises or the Improvements or any other portion of the Mortgaged Property or from any leases, subleases or licenses of, or any concessions, franchises or similar agreements with respect to, the Premises or any other portion of the Mortgaged Property (which together with any amendments, modifications, extensions, renewals or substitutions thereto or therefor are collectively referred to as the "**Leases (Mortgagor Lessor)**"), and all right, title and interest of Mortgagor as lessor in and to the Leases (Mortgagor Lessor), but subject to the rights, powers and authorities hereinafter given to Mortgagee and Mortgagor as set forth in Article III hereof;

6. All rights, titles, interests, estates or other claims, both in law and in equity, which Mortgagor now has or may hereafter acquire in the Premises or in and to any greater estate in the Premises;

7. All of Mortgagor's right, title and interest in and to all easements, rights-of-way and rights now owned or hereafter acquired by Mortgagor used in connection with the foregoing described Mortgaged Property or as a means of access thereto, including, without limiting the generality of the foregoing, all rights pursuant to any trackage agreement and all rights to the non-exclusive use of common drive entries, and all tenements, hereditaments and appurtenances thereof and thereto, and all water and water rights (whether riparian, appropriative, ground water, drilling rights, well rights, water development rights or otherwise, and whether or not appurtenant) and shares of stock evidencing the same;

8. All leasehold estates, rights, titles and interests of Mortgagor as lessee in and to all leases, subleases, licenses, concessions, franchises or similar agreements covering the

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Premises, or any portion thereof, now or hereafter existing or entered into (which, together with any amendments, modifications, extensions, renewals or substitutions are collectively referred to as the "**Leases (Mortgagor Lessee)**") and all right, title and interest of Mortgagor thereunder, including, without limitation, all cash or security deposits, advance rentals, refunds, and deposits or payments of similar nature;

9. All right, title and interest now owned or hereafter acquired by Mortgagor in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Premises, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Premises;

10. All rights and interests of Mortgagor in, to and under all plans, specifications, maps, surveys, studies, reports, permits, licenses, architectural, engineering and construction contracts, books of account, insurance policies and other documents, of whatever kind or character, whether now or hereafter existing, relating to use, construction upon, occupancy, leasing, sale or operation of the Premises;

11. All of the estate, interest, right, title, other claim or demand, both in law and in equity, and except as otherwise provided herein, claims or demands with respect to the proceeds of insurance or any indemnity, warranty or guaranty in effect, payable by reason of loss or damage to or otherwise, with respect thereto, which Mortgagor now has or may hereafter acquire in the Premises or other portions of the Mortgaged Property, and, except as otherwise provided herein, other proceeds from sale or disposition of the Mortgaged Property which Mortgagor now has or may hereafter acquire and awards made for any damages relating to the Mortgaged Property or for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Mortgaged Property, including, without limitation, any award resulting from a change of grade of streets and any award for severance damages;

12. All rights of Mortgagor to refunds of real property taxes and other taxes and charges; and

13. All existing and future corrections, modifications, supplements or amendments to, or renewals, extensions or ratification of, or replacements or substitutions for, or accessions, additions or attachments to, or products, proceeds, rents or profits of or from, any of the foregoing Mortgaged Property, and all privileges and appurtenances thereunto belonging. For purposes of this Instrument, the term "**proceeds**" includes whatever is receivable or received when Mortgaged Property or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

14. Notwithstanding anything contained in this Instrument to the contrary, it is acknowledged and agreed as the intention of the parties that this Instrument shall encumber only Mortgagor's leasehold interest created by the Subject Lease, together with all of Mortgagor's right, title and interest in and to the Mortgaged Property as the same relates to the leasehold (or other property owned by Mortgagor that is not subject to the leasehold).

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IN CONSIDERATION of the sum of ten dollars (\$10.00) in hand paid by Mortgagee and the Lenders to Mortgagor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby irrevocably

A. mortgages and warrants to Mortgagee for the benefit of the Lenders, to secure the payment and performance of the Secured Obligations (defined in Section 1.1 below), those portions of the Mortgaged Property that constitute Mortgagor's interest in any real property (including, without limitation, the Land and Improvements) under the laws of the State wherein located (the "**RP Collateral**"), but subject to the rights of Mortgagee under the assignment made in paragraph C below, TO HAVE AND TO HOLD the RP Collateral, to Mortgagee and its successors and assigns forever, subject to all of the terms, conditions, covenants and agreements herein set forth, for the security and benefit of Mortgagee and Lenders and their respective successors and assigns as holders of the Secured Instruments (as hereinafter defined) or any other Secured Obligations (as hereinafter defined); and

B. grants a security interest to Mortgagee for the benefit of the Lenders in those portions of the Mortgaged Property that either are Fixtures or are not RP Collateral; and

C. assigns and transfers to Mortgagee for the benefit of the Lenders all of the Rents and other benefits derived from any Leases (Mortgagor Lessor), whether now existing or hereafter created.

IN FURTHERANCE OF THE FOREGOING GRANTS (INCLUDING GRANTS OF SECURITY INTERESTS), BARGAINS, SALES, ASSIGNMENTS, TRANSFERS, MORTGAGES AND CONVEYANCES, AND TO PROTECT THE PREMISES AND THE SECURITY GRANTED BY THIS INSTRUMENT, MORTGAGOR HEREBY WARRANTS, REPRESENTS, COVENANTS AND AGREES AS FOLLOWS:

ARTICLE I SECURED OBLIGATIONS

Section 1.1. Secured Obligations. This Instrument is executed, acknowledged and delivered by Mortgagor to secure ratably and equally the payment and performance of the following obligations (all such obligations, the "**Secured Obligations**"):

(a) prompt payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a)), of all obligations and liabilities of every nature of Mortgagor now or hereafter existing under or arising out of or in connection with the Credit Agreement and the other Loan Documents to which Mortgagor is a party and all amendments, substitutions, modifications, extensions or renewals thereof, whether for principal, interest (including without limitation interest that, but for the filing of a petition in bankruptcy with respect to Mortgagor, would accrue on

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such obligations), reimbursement of amounts drawn under letters of credit, fees, expenses, indemnities or otherwise, whether voluntary or involuntary, direct or indirect, absolute or contingent, liquidated or unliquidated, whether or not jointly owed with others, and whether or not from time to time decreased or extinguished and later increased, created or incurred, and all or any portion of such obligations or liabilities that are paid, to the extent all or any part of such payment is avoided or recovered directly or indirectly from Mortgagee or any of the Lenders as a preference, fraudulent transfer or otherwise;

(b) payment of all obligations of Mortgagor for fees, reasonable costs and expenses (including reasonable attorneys' fees) under this Instrument and the other Financing Documents (as hereinafter defined);

(c) payment of all sums advanced by the Mortgagee or Lenders to protect the Mortgaged Property, with interest thereon at the rate specified in subsection 2.2F of the Credit Agreement (the "**Agreed Rate**");

(d) payment of all sums advanced and reasonable costs and expenses incurred by the Mortgagee or Lenders in connection with the Secured Obligations or any part thereof, any renewal, extension or change of or substitution for the Secured Obligations or any part thereof, or the acquisition or perfection of the security therefor, whether such advances, costs and expenses were made or incurred at the request of Mortgagor, any Loan Party, Mortgagee or any of the Lenders;

(e) payment and performance of every obligation, covenant and agreement of Mortgagor contained in this Instrument or in any agreement now or hereafter executed by Mortgagor which recites that the obligations thereunder are secured by this Instrument; and

(f) payment of all sums with respect to any of the other Secured Obligations that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. § 362(a), including, without limitation, interest, fees and other charges that, but for the filing of a petition in bankruptcy with respect to Mortgagor would accrue on any of the other Secured Obligations, whether or not a claim is alleged against Mortgagor for such sums in any bankruptcy proceeding;

(g) all renewals, extensions, amendments, amendments and restatements, and changes of, or substitutions or replacements for, all or any part of the items described under (a) through (f) above.

This Instrument secures, *inter alia*, future and/or revolving credit advances and readvances whether such advances are obligatory or to be made at the option of Mortgagee, to the same extent as if such advances or readvances were made on the date hereof whether or not (a) any advances or readvances were made on the date hereof and (b) any indebtedness is outstanding at the time any advance or readvance is made. The total amount of indebtedness

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secured by this Instrument may increase or decrease from time to time. Notwithstanding anything to the contrary contained in this Instrument, the maximum amount of the Secured Obligations secured by this Instrument at any one time shall not exceed One Hundred Seventy-Five Million Dollars (\$175,000,000). This Instrument shall continue to secure the Secured Obligations up to a maximum principal amount of One Hundred Seventy-Five Million Dollars (\$175,000,000) until the payment in full of the Secured Obligations, the cancellation or termination of the Commitments and the cancellation or expiration of all outstanding Letters of Credit.

Section 1.2. Secured Instruments/Financing Documents. The Credit Agreement, and/or any other instruments which create and/or evidence the Secured Obligations (including without limitation the Borrower Pledge Agreement and the Borrower Security Agreement (collectively with all amendments, modifications, extensions, renewals or substitutions thereto, the “**Security Agreement**”)) are sometimes collectively referred to herein as the “**Secured Instruments**”. This Instrument, the Secured Instruments, the Credit Agreement, any other Loan Documents and any other deed of trust, mortgage, security agreement, deed to secure debt, collateral mortgage, chattel mortgage, pledge, act of pledge, act of mortgage, act of collateral mortgage, agreement, guaranty, assignment of rents or leases or other instrument given to evidence, secure or facilitate the payment and performance of any of the Secured Obligations, as any of the same may be amended, modified, extended, restated, renewed or replaced, are hereinafter collectively referred to as the “**Financing Documents**”.

ARTICLE II

COVENANTS AND AGREEMENTS OF MORTGAGOR

Section 2.1. Payment of Secured Obligations. Mortgagor shall perform the Secured Obligations and shall pay when due the Secured Obligations, including without limitation, the principal of, and the interest on, the indebtedness evidenced by the Secured Instruments (including, without limitation, (a) amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a), and (b) interest that, but for the filing of a petition in bankruptcy with respect to Mortgagor, would accrue on such obligations, whether or not a claim is allowed against Mortgagor for such interest in any bankruptcy proceeding); all charges, fees (including early termination fees) and other sums to be paid by Mortgagor as provided in any Financing Document; the principal of and interest on any future advances under any Financing Document secured by this Instrument; and the principal of and interest on any other indebtedness secured by this Instrument.

Section 2.2. Maintenance, Repair, Alterations. Mortgagor (i) shall at all times comply with the provisions of Section 6.4A of the Credit Agreement; (ii) shall not remove, demolish or structurally alter any of the Improvements except as permitted by the Credit Agreement or upon the prior written consent of Mortgagee; (iii) shall complete promptly and in a good and workmanlike manner any Improvements which may be now or hereafter constructed on the Premises and promptly restore (except as and to the extent permitted by the Credit Agreement) in like manner any portion of the Improvements which may be damaged or destroyed thereon from any cause whatsoever, and pay when due all claims for labor performed

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and materials furnished therefor; (iv) shall comply with all laws, statutes, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Mortgaged Property or any part thereof or requiring any alterations or improvements; (v) shall not commit, or permit, any waste, impairment or deterioration of the Mortgaged Property; (vi) shall comply with the provisions of any Lease (Mortgagor Lessee); (vii) shall not commit, suffer or permit any act to be done in or upon the Mortgaged Property in violation of any law, ordinance, regulation or order of any governmental authority, now or hereafter affecting the Mortgaged Property or any part thereof, whether foreseen or unforeseen; and (viii) shall not commit, suffer or permit any violation of any covenants, conditions or restrictions affecting any part of the Mortgaged Property.

Section 2.3. Required Insurance. Mortgagor shall, at its own expense, comply at all times with the provisions of Section 6.4B of the Credit Agreement. Mortgagor hereby irrevocably waives, releases and discharges any and all rights of action, demands and other claims of any kind or nature against Mortgagee arising from the failure of Mortgagee to comply with the Flood Act, including the failure of the Mortgagee to provide Mortgagor with written notification within ten (10) days prior to the Closing Date whether any Improvements are in a special flood hazard area or whether federal disaster relief assistance will be available in the event of flood damage to any Improvements.

Section 2.4. Delivery of Policies, Payment of Premiums. Upon the request of Mortgagee, Mortgagor shall furnish Mortgagee with either, at the option of Mortgagee, an original of all policies of insurance required under Section 2.3 above or a certificate of insurance for each required policy setting forth the coverage, the limits of liability, the name of the carrier, the policy number and the period of coverage. In the event Mortgagor fails to provide to, maintain, keep in force or deliver, or cause to be provided to, maintained, kept in force or delivered to, Mortgagee the policies of insurance required by this Instrument or by any Financing Document, Mortgagee may (but shall have no obligation to) procure, upon reasonable prior notice to Mortgagor (provided that the failure to give such notice shall not give rise to any right on the part of Mortgagor, be deemed to be a default by Mortgagee hereunder or under any other Financing Document, nor prevent, delay or otherwise affect Mortgagee's right and power to take any such action) such insurance or single-interest insurance for such risks covering Mortgagee's interest. Mortgagor will pay all premiums thereon promptly upon demand by Mortgagee, and until such payment is made by Mortgagor to Mortgagee, the amount of all such premiums paid by Mortgagee shall bear interest at the Agreed Rate.

Section 2.5. Casualties; Insurance Proceeds.

(a) Mortgagor shall give prompt written notice to Mortgagee of any casualty to or in connection with the Mortgaged Property or any part thereof that is in excess of \$50,000 or would otherwise constitute a Material Adverse Effect, whether or not such casualty is covered by insurance. In the event that all or any part of the Mortgaged Property is damaged, destroyed or lost, and such damage, destruction or loss is covered, in whole or in part, by insurance, and provided no Potential Event of Default or Event of Default (as hereinafter defined) shall have occurred and be continuing, Mortgagor may make proof of loss and settle, adjust and

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compromise any claims under such insurance; provided, however, that such settlement, adjustment or compromise shall be subject to Mortgagee's prior written approval. After the occurrence of a Potential Event of Default or an Event of Default which is continuing, Mortgagee is hereby authorized and empowered by Mortgagor to settle, adjust or compromise any and all claims for loss, damage or destruction under any policy or policies of insurance with or without the consent of Mortgagor.

(b) Proceeds of insurance shall be applied as set forth in Section 6.4C of the Credit Agreement. Proceeds of insurance payable on account of damage, destruction or loss in excess of \$500,000 shall be payable to Mortgagee, and Mortgagor hereby authorizes and directs any affected insurance company to make payment of such proceeds directly to Mortgagee. If Mortgagor receives any proceeds of insurance resulting from such casualty, Mortgagor shall promptly pay over such proceeds to Mortgagee and Mortgagor covenants that until so paid over to Mortgagee Mortgagor shall hold such proceeds in trust for the benefit of Mortgagee and the Lenders and shall not commingle such proceeds with any other funds or assets of Mortgagor or any other party. Nothing contained herein or in the Credit Agreement shall be deemed to excuse Mortgagor from repairing or maintaining the Mortgaged Property as provided in Section 2.2 above or restoring all damage or destruction to the Mortgaged Property, regardless of whether there are insurance proceeds available to Mortgagor or whether any such proceeds are sufficient in amount. The application or release by Mortgagee of any insurance proceeds shall not cure or waive any default or notice of default under the Credit Agreement or invalidate any act done pursuant to such notice. Notwithstanding anything contained in this Instrument to the contrary, Mortgagee acknowledges and agrees the application of such proceeds of insurance shall at all times be subject to the terms of the Subject Lease including, without limitation, Mortgagor's obligation to utilize such proceeds for the purpose of repairing and restoring the leased premises in accordance with the terms of the Subject Lease.

Section 2.6. Assignment of Policies Upon Foreclosure. In the event of foreclosure of this Instrument or other transfer of title or assignment of the Mortgaged Property in extinguishment, in whole or in part, of the debt secured hereby, all right, title and interest of Mortgagor in and to all policies of insurance required under this Instrument and any unearned premiums thereon shall, without further act, but only if and to the extent permitted under the terms of such insurance policies, inure to the benefit of and pass to the successor in interest to Mortgagor or the purchaser or grantee of the Mortgaged Property.

Section 2.7. Taxes and Impositions. Mortgagor shall at all times comply with Section 6.3 of the Credit Agreement. If at any time after the date hereof there shall be assessed or imposed (i) a tax or assessment on the Mortgaged Property in lieu of or in addition to those otherwise payable by Mortgagor pursuant to the foregoing sentence, or (ii) a license fee, tax or assessment imposed on Mortgagee or any Lender and measured by or based in whole (or in part) upon the amount of the outstanding obligations secured hereby, or (iii) a license fee, tax or assessment imposed on Mortgagee or any Lender because of the interest of any of them in the Mortgaged Property (other than taxes on income), then all (or said part of) such taxes, assessments or fees shall be deemed to be included within the provisions of Section 6.3 of the

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Credit Agreement and Mortgagor shall pay and discharge the same as therein provided with respect to the payment of taxes, assessments and other governmental charges.

Section 2.8. Eminent Domain. In the event that any proceeding or action be commenced for the taking of the Mortgaged Property, or any part thereof or interest therein, for public or quasi-public use under the power of eminent domain, condemnation or otherwise, or if the same be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner, or should Mortgagor receive any notice or other information regarding such proceeding, action, taking or damage (including, without limitation, a proposal to purchase the Mortgaged Property or some portion thereof in lieu of condemnation), Mortgagor shall give prompt written notice thereof to Mortgagee. Except as otherwise provided herein, Mortgagor shall be entitled to investigate and negotiate with the condemner concerning the proposed taking to commence, appear in and prosecute in its own name any such action or proceeding, and be entitled to make any compromise or settlement in connection with such taking or damage provided that such compromise or settlement is undertaken by Mortgagor in good faith and provided further that any compromise or settlement shall not be entered into without the prior written approval of Mortgagee, which shall not be unreasonably withheld. After the occurrence of an Event of Default that is continuing, Mortgagee shall be entitled, at Mortgagee's option, without regard to the adequacy of its security, to investigate and negotiate with the condemner concerning the proposed taking, to commence, appear in and prosecute in its own name any such action or proceeding, and to make any compromise or settlement in connection with such taking or damage with or without the consent of Mortgagor. All Net Insurance/Condemnation Proceeds are hereby assigned to Mortgagee for the benefit of the Lenders and Mortgagor agrees to execute such further assignments of the Net Insurance/Condemnation Proceeds as Mortgagee may require. All Net Insurance/Condemnation Proceeds shall be applied as set forth in Section 6.4C of the Credit Agreement. Except in the case of a total taking of the Premises, nothing herein contained shall be deemed to excuse Mortgagor from repairing or maintaining the Mortgaged Property as provided in Section 2.2 hereof or restoring all damage or destruction to the Mortgaged Property, regardless of whether there are Condemnation Proceeds available to Mortgagor or whether any such proceeds are sufficient in amount. The application or release by Mortgagee of any Condemnation Proceeds shall not cure or waive any default or notice of default under the Credit Agreement (except defaults related to payment of said proceeds) or invalidate any act done pursuant to such notice. Notwithstanding anything contained in this Instrument to the contrary, Mortgagee acknowledges and agrees the application of the Net Insurance/Condemnation Proceeds shall at all times be subject to the terms of the Subject Lease, including without limitation, Mortgagor's obligation to utilize such proceeds for the purpose of repairing and restoring the leased premises in accordance with the terms of the Subject Lease.

Section 2.9. Conditions to Disbursement of Loss Proceeds. Mortgagor hereby agrees that Mortgagee may condition disbursement of proceeds under Section 2.5 and Section 2.8 hereof upon proof that an amount equal to the sum which Mortgagee is requested to disburse has theretofore been paid by Mortgagor, or is then due and payable for materials theretofore installed or work theretofore performed upon the subject property and properly includable in the cost of restoration thereof.

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Section 2.10. Liens. Mortgagor shall at all times comply with the provisions of Section 7.2 of the Credit Agreement. If Mortgagor shall fail to remove and discharge, or cause to be removed or discharged, any such lien, encumbrance or charge, then in addition to any other right or remedy of Mortgagee, Mortgagee may, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due or by procuring the discharge of such lien, encumbrance or charge by depositing in a court a bond or the amount claimed or otherwise giving security for such claim, or by procuring such discharge in such manner as is or may be prescribed by law. Mortgagor shall, promptly after demand therefor by Mortgagee, pay to Mortgagee an amount equal to all reasonable costs and expenses incurred by Mortgagee in connection with the exercise by Mortgagee of the foregoing right to discharge any such lien, encumbrance or charge, together with interest thereon from the date of such expenditure at the Agreed Rate and until so paid. Such amount together with such interest shall be secured hereby.

Section 2.11 Title. Mortgagor represents and warrants that (i) it holds good and insurable title to the Mortgaged Property, (ii) it has authority to grant this Instrument on the same, (iii) the Mortgaged Property is free and clear of all liens and encumbrances whatsoever, except as heretofore disclosed in writing to Mortgagee and except for Permitted Encumbrances, and (iv) it will warrant and defend title to the Mortgaged Property against the lawful claims of all persons until all Secured Obligations have been satisfied or performed in full.

Section 2.12. Inspections. Mortgagee or its agents or representatives are authorized to enter, at any reasonable time and upon reasonable prior notice to Mortgagor, upon or in any part of the Mortgaged Property for the purpose of inspecting the same and for the purpose of performing any of the acts Mortgagee is authorized to perform hereunder or under the terms of any Financing Document.

Section 2.13. Actions by Mortgagee To Preserve Mortgaged Property. Upon the occurrence of an Event of Default which is continuing, if Mortgagor fails to perform any act Mortgagor is required to perform hereunder, as and in the manner provided herein, Mortgagee, without obligation to do so, without releasing Mortgagor from any obligation, and without notice to or demand upon Mortgagor, may make or do the same in such manner and to such extent as it may deem necessary to protect the security hereof. Notwithstanding the foregoing, Mortgagee shall endeavor in good faith to provide Mortgagor with written notice of any action taken by Mortgagee under this Section, provided, however, that the failure of Mortgagee to actually provide such notice shall not prevent Mortgagee from taking any such action or invalidate any action taken. In connection therewith, upon the occurrence of an Event of Default which is continuing (without limiting Mortgagee's general and other powers, whether conferred herein, in another Financing Document or by law), Mortgagee shall have and is hereby given the right, but not the obligation: (i) to enter upon and take possession of the Mortgaged Property; (ii) to make additions, alterations, repairs and improvements to the Mortgaged Property which Mortgagee may consider necessary or proper to keep the Mortgaged Property in good condition and repair; (iii) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Mortgagee; (iv) to pay, purchase, contest or compromise any encumbrance, claim, charge, lien or debt which in the judgment of Mortgagee may affect or appears to affect the security of this Instrument or to be prior or superior hereto;

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and (v) in exercising such powers, to pay reasonable and necessary expenses, including employment of counsel or other necessary or desirable consultants. Mortgagor shall, promptly after demand therefor by Mortgagee, pay to Mortgagee an amount equal to all costs and expenses incurred by Mortgagee in connection with the exercise by Mortgagee of the foregoing rights including, without limitation, costs of evidence of title, court costs, appraisals, surveys and receiver's, trustee's and reasonable attorneys' fees, together with interest thereon from the date of such expenditures at the Agreed Rate.

Section 2.14. Indemnification; Subrogation; Waiver of Offset.

(a) If the title, interest, lien or encumbrance, as the case may be, of Mortgagor, Mortgagee or the Lenders in and to the Mortgaged Property or any part thereof, or the security of this Instrument, or the rights or powers of Mortgagee, the Lenders or Mortgagor hereunder, shall be attacked, either directly or indirectly, or if any legal proceedings are commenced involving Mortgagor or the Mortgaged Property, Mortgagor shall promptly give written notice thereof to Mortgagee and, at Mortgagor's own expense shall, in consultation with Mortgagee, take all reasonable steps to defend diligently against any such attack or proceedings, employing attorneys acceptable to Mortgagee; and Mortgagee may take such independent action in connection therewith as it may in its sole discretion deem advisable, and all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and legal expenses, incurred by Mortgagee and the Lenders in connection therewith shall be a demand obligation owing by Mortgagor to Mortgagee and the Lenders and shall bear interest at the Agreed Rate. Mortgagor agrees that, if Mortgagor fails to perform any act which Mortgagor is required to perform hereunder within the time such performance is required, Mortgagee may, but shall not be obligated to, perform or cause to be performed such act, and any reasonable expense incurred by Mortgagee and the Lenders in connection therewith shall be a demand obligation owing by Mortgagor to Mortgagee and the Lenders, as applicable, and shall bear interest at the Agreed Rate and Mortgagee and the Lenders shall be subrogated to all of the rights of the party receiving such payment. The liabilities of Mortgagor as set forth in this Section 2.14 shall survive the termination of this Instrument.

(b) Mortgagor waives any and all right to claim or recover against Mortgagee, the Lenders, and its or their respective officers, employees, agents and representatives, for loss of or damage to Mortgagor, the Mortgaged Property, Mortgagor's other property or the property of others under Mortgagor's control from any cause insured against or required to be insured against by the provisions of this Instrument.

(c) All sums payable by Mortgagor pursuant to this Instrument shall be paid without notice, demand (except as such notice or demand is required herein or in the applicable Financing Document), 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 (except as expressly provided herein) by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the Mortgaged Property or any part thereof; (ii) any restriction or prevention of or interference by any third party with any use of the Mortgaged Property or any part thereof;

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(iii) any title defect or encumbrance or any eviction from the Premises 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 Lender, or any action taken with respect to this Instrument by any trustee or receiver of Mortgagee or any Lender, or by any court, in any such proceeding; (v) any claim which Mortgagor has or might have against Mortgagee or any Lender; (vi) any default or failure on the part of Mortgagee or any Lender 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. Except as expressly provided herein, 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.

(d) If Mortgagee or any Lender shall become a party to any suit at law or in equity or any administrative proceeding in reference to its interest in the Mortgaged Property described herein, or shall deem it necessary or desirable to take any action, either out of court or by suit, or to intervene in any pending suit or proceeding, in order to defend or uphold the security of this Instrument, including but not limited to eminent domain proceedings, the reasonable costs and expenses thereof, including a reasonable sum for attorney's fees, shall be paid by the Mortgagor; provided that Mortgagor shall not have any obligation to pay the costs and expenses thereof, to the extent, and only to the extent, that it is finally determined in such suit, proceeding or action, that the Mortgagee or any such Lender was grossly negligent or had engaged in willful misconduct.

Section 2.15. Transfer of Mortgaged Property by Mortgagor. (a) Except as permitted under the terms of the Credit Agreement, Mortgagor will not transfer the Mortgaged Property, or any portion thereof, without the prior written consent of Mortgagee, which consent shall not unreasonably be withheld. Consent to one such transfer shall not be deemed to be a waiver of the right to require consent to future or successive transfers. Mortgagee may grant or deny such consent in its sole and absolute discretion. As used herein, "transfer" shall include (i) the direct or indirect sale, agreement to sell, transfer or conveyance of the Mortgaged Property or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law (other than by reason of a taking for public or quasi-public use under the power of eminent domain or condemnation or otherwise) or otherwise; (ii) the execution by Mortgagor of any installment land sale contract or similar instrument affecting all or a portion of the Mortgaged Property; (iii) any transfer by way of security, including the placing or the permitting of the placing, subsequent to the date hereof, of any mortgage, deed of trust, deed to secure debt, assignment of rents or other security device on Mortgagor's interest in the Premises or any part thereof; and (iv) the transfer of any stock or other ownership interest in Mortgagor not permitted by any Financing Document. This covenant shall run with the land of the Premises and remain in full force and effect until all of the Secured Obligations are paid and fully performed and all Letters of Credit have expired or been terminated and the Commitments terminated, and Mortgagee may, without notice to Mortgagor, deal with any transferees with reference to the Secured Obligations in the same manner as the Mortgagor, without in any way altering or

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discharging Mortgagor's liability or the liability of any guarantor of Mortgagor with respect thereto.

Section 2.16. Hazardous Waste and Environmental Laws. Mortgagor shall exercise all due diligence in order to comply (and to cause the RP Collateral to comply) with any and all laws, regulations or orders with respect to the discharge and removal of any hazardous or toxic chemical, material, substance or waste, including, without limitation, any substances defined as "**Hazardous Materials**" in the Credit Agreement (collectively, "**Hazardous Materials**"), and shall pay immediately when due the cost of removal of any Hazardous Materials if required by applicable Environmental Laws. In the event Mortgagor undertakes any such action with respect to any Hazardous Materials, Mortgagor shall conduct and complete such action in compliance with all applicable Environmental Laws and in accordance with the policies, order and directives of all federal, state and local governmental authorities except when, and only to the extent that, Mortgagor's liability with respect to such Hazardous Materials is being contested in good faith by Mortgagor. Without limiting the foregoing, Mortgagor shall comply with the provisions of Section 6.7 of the Credit Agreement. Upon the discovery by Mortgagor of any event or situation which would render any of the representations or warranties contained in Section 5.13 of the Credit Agreement inaccurate in any respect if made at the time of such discovery, Mortgagor shall promptly notify Mortgagee of such event or situation and, within thirty (30) days after such discovery, submit to Mortgagee a preliminary written environmental plan setting forth a description of such event or situation and the action (the "**Clean Up**") that Mortgagor proposes to take with respect thereto to bring the Mortgaged Property into compliance with Environmental Laws. Mortgagor shall hereafter diligently and continuously pursue the Clean Up of the Mortgaged Property. If Mortgagor shall fail to diligently and continuously pursue the Clean Up of the Mortgaged Property, such failure shall, at Mortgagee's option, and upon written notice to Mortgagor, constitute an "**Event of Default**" hereunder.

Section 2.17. Full Performance Required; Survival of Warranties. All representations, warranties and covenants of Mortgagor contained in any loan application or made to Mortgagee in connection with the loan secured hereby or contained in the Loan Documents or incorporated by reference therein shall survive the execution and delivery of this Instrument and shall remain continuing obligations, warranties and representations of Mortgagor so long as any portion of the Secured Obligations remains outstanding; and Mortgagor shall fully and faithfully satisfy and perform all such obligations, representations, warranties and covenants.

Section 2.18. Additional Security. No other security now existing, or hereafter taken, to secure the Secured Obligations shall be impaired or affected by the execution of this Instrument; and all additional security shall be taken, considered and held as cumulative. The taking of additional security, execution of partial or complete releases of the additional security, or any extension of the time of payment of any indebtedness or other obligations shall not diminish the force, effect or lien of this Instrument and shall not affect or impair the liability of any maker, surety, guarantor or endorser for the payment of said indebtedness or other obligations. Neither the acceptance of this Instrument nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained shall prejudice or in any manner affect Mortgagee's right, to realize upon or enforce any other security now or hereafter

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held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Instrument and any other security now or hereafter held by Mortgagee in such order and manner as Mortgagee may in its absolute discretion determine.

Section 2.19. Further Acts. Mortgagor shall do and perform all acts necessary to keep valid and effective the charges and lien hereof and to carry into effect its objective and purposes, in order to protect Mortgagee and the lawful owner of the Secured Instruments and the other Secured Obligations. Promptly upon written request, from time to time, of Mortgagee and at Mortgagor's expense, Mortgagor shall execute, acknowledge and deliver to Mortgagee for the benefit of the Lenders such other and further instruments and do such other acts as in the reasonable opinion of Mortgagee may be necessary to (a) grant to Mortgagee for the benefit of the Lenders a perfected lien on the Mortgaged Property of the highest priority, subject to any Permitted Encumbrance, on all of the Mortgaged Property to secure all of the Secured Obligations, (b) grant to Mortgagee for the benefit of the Lenders, and to maintain and preserve, to the fullest extent permitted by applicable law, the right to foreclose on the Mortgaged Property nonjudicially, (c) correct any defect, error or omission which may be discovered in the contents of this Instrument which renders it inconsistent with the intent of the parties (including, without limitation, all exhibits and/or schedules hereto), (d) identify more fully and subject to the liens, encumbrances and security interests and assignments created hereby any property intended by the terms hereof to be covered hereby (including without limitation, any renewals, additions, substitutions, replacements or appurtenances to the Mortgaged Property), (e) assure the first priority of this Instrument and of such liens, encumbrances, security interests and assignments (except as otherwise provided in the Credit Agreement), and (f) otherwise effect the intent of this Instrument.

ARTICLE III ASSIGNMENT OF RENTS, ISSUES AND PROFITS

Section 3.1. Assignment of Rents, Issues and Profits. Pursuant to the assignment made by Mortgagor in Paragraph C of the granting clause of this Instrument, Mortgagee on behalf of the Lenders is entitled to receive the Rents. In furtherance thereof, Mortgagor hereby gives to and confers upon Mortgagee on behalf of the Lenders the right, power and authority to collect the Rents, and Mortgagor irrevocably appoints Mortgagee its true and lawful attorney-in-fact, at the option of Mortgagee, at any time and from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Mortgagor, for all Rents accrued but unpaid and in arrears at the date of an Event of Default hereunder as well as the Rents thereafter accruing and becoming payable during the continuance of such Event of Default and, after deducting costs and expenses of operation and collection and reasonable reserves, apply the same to the Secured Obligations; provided, however, that Mortgagor shall have the right to collect the Rents (but not more than thirty (30) days in advance unless the prior written reasonable approval of Mortgagee has first been obtained), and to retain and enjoy the same, so long as an Event of Default shall not have occurred hereunder and be continuing. Mortgagor acknowledges that the assignment of the rents, issues and profits of and from the Mortgaged Property in this Article III is an absolute assignment from Mortgagor to Mortgagee on behalf of the Lenders and not merely the passing of a security interest.

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Section 3.2. Collection Upon Default. (a) Upon the occurrence and during the continuance of an Event of Default, Mortgagee may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the Secured Obligations, enter upon and take possession of the RP Collateral, or any part thereof, and, with or without taking possession of the RP Collateral or any part thereof, in its own name or on behalf of the Lenders sue for or otherwise collect the Rents, including those past due and unpaid, and apply the same, less reasonable costs and expenses of operation and collection, including, without limitation, reasonable attorneys' fees, upon the Secured Obligations, notwithstanding that such Secured Obligations may not then be due, but the manner of the application of such net income and which items shall be credited shall be determined in the sole discretion of Mortgagee. Upon the occurrence of and during the continuance of an Event of Default, Mortgagor also hereby authorizes Mortgagee upon such entry, at its option, to take over and assume the management, operation and maintenance of the RP Collateral and to perform all acts Mortgagee in its sole discretion deems necessary and proper and to expend such reasonable sums out of income of the RP Collateral as may be needed in connection therewith, in the same manner and to the same extent as Mortgagor theretofore might do, including the right to effect new leases, subleases, licenses, concession, franchises, or similar agreements, including, without limitation, the Leases (Mortgagor Lessor), to cancel, surrender, alter or amend the terms of, and/or renew then-existing Leases (Mortgagor Lessor), and/or to make concessions to tenants or other parties to such agreements. Mortgagee and the Lenders are hereby absolved from all liability for failure to enforce collection of any Rents, and from all other responsibility in connection therewith, except the responsibility to account to Mortgagor for Rents actually received.

(b) Upon such entry as provided in Section 3.2 hereof, Mortgagee shall, after payment of all reasonable and proper charges and expenses, including reasonable compensation to such managing agent as it may select and employ, and after the accumulation of a reserve to meet requisite amounts, apply the net amount of the income received by it from the Mortgaged Property by virtue of the assignment contained in this Article III to the Secured Obligations, notwithstanding that such Secured Obligations may not then be due, but the manner of the application of such net income and which items shall be credited shall be determined in the sole discretion of Mortgagee. Neither Mortgagee nor any Lender shall be accountable for more monies than Mortgagee actually receives from the Mortgaged Property; nor shall Mortgagee or any Lender be liable for failure to collect Rents.

(c) Mortgagor hereby authorizes and directs that all other parties now or hereafter owing or paying Rents, in, with respect to or relating to the Premises or to any of the other interests included in the Mortgaged Property, or any part thereof, or now or hereafter having in their possession or control any Rents from or allocated to the Mortgaged Property, or any part thereof, or the proceeds therefrom, shall, upon the written request of Mortgagee after the occurrence of an Event of Default and until Mortgagee directs otherwise, pay and deliver such Rents directly to Mortgagee at Mortgagee's address set forth in the introduction to this Instrument, or in such other manner as Mortgagee may direct such parties in writing, and this authorization shall continue until this Instrument is released. Mortgagor agrees that all instruments that Mortgagee may from time to time execute and deliver for the purpose of

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collecting and receipting for Rents which it is entitled to collect hereunder shall be binding upon Mortgagee and its successors and assigns. No payor making payments to Mortgagee at its request under the assignment contained herein shall have any responsibility to see to the application of any of such funds, and any party paying or delivering Rents to Mortgagee under such assignment shall be released thereby from any and all liability to Mortgagee to the full extent and amount of all Rents so delivered.

(d) It is the intention of the parties hereto that nothing contained herein nor any entry by Mortgagee upon the Premises under the terms of this Instrument shall make Mortgagee or any Lender a "mortgagee-in-possession" or obligate Mortgagee or any Lender to perform any of the terms, covenants and conditions contained in any Lease (Mortgagor Lessor) or otherwise to impose any obligation upon Mortgagee or any Lender with respect to any Lease (Mortgagor Lessor), except at the option of Mortgagee. Prior to actual entry into and taking possession of the Premises by Mortgagee in accordance with this Article III, the assignment contained in this Article III shall not operate to place upon Mortgagee or any Lender any responsibility for the operation, control, care, management or repair of the Mortgaged Property or any portion thereof, and the execution of this Instrument by Mortgagor shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Premises is and shall be that of Mortgagor, prior to such actual entry and taking of possession.

(e) Monies received under the assignments herein made shall not be deemed to have been applied in payment of any Secured Obligations unless and until such monies actually are applied thereto by Mortgagee.

Section 3.3. Sale of Mortgaged Property. Upon any sale of any of the Mortgaged Property by or for the benefit of Mortgagee pursuant to Article V hereof, the Rents attributable to the part of the Mortgaged Property so sold shall be included in such sale and shall pass to the purchaser thereof free and clear of (a) the assignment made by Mortgagor in Paragraph C of the granting clause of this Instrument and (b) the provisions of this Article III.

ARTICLE IV TERMINATION

If all of the Secured Obligations shall be paid and performed in full pursuant to the terms and conditions of this Instrument and the instruments evidencing the Secured Obligations and all commitments of the Lenders to extend credit have terminated and all Letters of Credit have expired, then Mortgagee shall, promptly, after the request of Mortgagor, execute, acknowledge and deliver to Mortgagor proper instruments evidencing the termination and release of this Instrument and, to the extent the Mortgaged Property is in the possession thereof, deliver the Mortgaged Property thereunder. Mortgagor shall pay all reasonable legal fees and other reasonable expenses incurred by Mortgagee for preparing and reviewing such instruments and the execution and delivery thereof, and Mortgagee may require payment of the same prior to delivery of such instruments. Upon the receipt by Mortgagor of terminations or releases signed by Mortgagee, and in recordable form and evidencing the termination of this Instrument, Mortgagor shall promptly and at its own expense record or file such terminations or releases in

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each of the cities, towns, counties and parishes, as appropriate, in which the Mortgaged Property is located, in such a manner so as to effect a release of all of the Mortgaged Property of record. The obligations under this Article IV shall survive the termination of this Instrument.

ARTICLE V DEFAULT

Section 5.1. Events of Default. The occurrence of any "Event of Default" as defined in the Credit Agreement (giving effect to any applicable notice or grace periods provided therein) shall be an "Event of Default" hereunder, and shall, as provided in the Credit Agreement, make all amounts then remaining outstanding and/or unpaid on the Secured Obligations immediately due and payable, all without further demand, presentment, notice or other requirements of any kind, all of which are hereby expressly waived by Mortgagor, and the lien, encumbrance and security interest evidenced or created hereby shall be subject to foreclosure in any manner provided for herein or provided for by law.

Section 5.2. Fixtures. Upon the occurrence of any Event of Default which is continuing, Mortgagee may, to the extent permitted under applicable law, elect to treat Mortgagor's interest in the Fixtures included in the Mortgaged Property either as real property or as personal property, or both, and proceed to exercise such rights as apply thereto. With respect to any sale of real property included in the Mortgaged Property made under the powers of sale herein granted and conferred, Mortgagee may, to the extent permitted by applicable law, include in such sale Mortgagor's interest in any personal property and Fixtures included in the Mortgaged Property and relating to such real property.

Section 5.3. Remedies. (a) Upon the occurrence of any of the Events of Default, and at any time during the continuation thereof, in addition to all other powers, rights and remedies herein granted or by law or at equity conferred, and, to the extent not prohibited by applicable law,

(i) Mortgagee shall have all of the rights and remedies of a mortgagee with respect to all of the Mortgaged Property. Mortgagee shall, to the extent permitted by applicable law, have the right and power, but not the obligation, to enter upon and take immediate possession of the RP Collateral and the Fixtures or any part thereof, to exclude Mortgagor therefrom, to hold, use, operate, manage and control such real property, to make all such repairs, replacements, alterations, additions and improvements to the same as Mortgagee may deem proper, and to demand, collect and retain the Rents as provided in Article III hereof.

(ii) Mortgagee, with respect to any or all of the Mortgaged Property, in lieu of or in addition to exercising any other power, right or remedy herein granted or by law or equity conferred, may, without notice, demand or declaration of default, which are hereby waived by Mortgagor, proceed by an action or actions in equity or at law for the seizure and sale of Mortgagor's interest in the RP Collateral and the Fixtures or any part thereof, for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power, right or

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remedy herein granted or by law or equity conferred, for the foreclosure or sale of such real property or any part thereof under the judgment or decree of any court of competent jurisdiction, for the appointment of a receiver (without any requirement to post a receiver's bond) pending any foreclosure hereunder or the sale of such real property or any part thereof or for the enforcement of any other appropriate equitable or legal remedy.

(iii) Mortgagee, with respect to Mortgagor's interest in any or all of the Fixtures and with respect to all portions of the Mortgaged Property that are not RP Collateral, shall have all of the rights and remedies of an assignee and secured party granted to the Mortgagee under the Security Agreement in respect of the "Collateral" under and as defined in the Security Agreement as if such rights and remedies were set forth herein, and under applicable law, including the Uniform Commercial Code, and shall, to the extent permitted to such Mortgagee by applicable provisions of the Security Agreement, have the right and power, but not the obligation, to take possession of the Fixtures and to exercise any and all other rights and remedies granted to such Mortgagee under such Security Agreement.

(iv) Mortgagee may, subject to any mandatory requirements of applicable law, sell or have sold Mortgagor's interest in the RP Collateral and the Fixtures or interests therein or any part thereof at one or more sales, as an entirety or in parcels, at such place or places and otherwise in such manner and upon such notice as may be required by law or by this Instrument, or, in the absence of any such requirement, as Mortgagee may deem appropriate. Mortgagee is specifically authorized, but not required, to hold the public sale of the RP Collateral in any county in which any part of the RP Collateral is situated. Mortgagee shall make a conveyance to the purchaser or purchasers thereof without, to the extent permitted by applicable law, any warranties express or implied, and Mortgagor shall warrant title thereto to such purchaser or purchasers. Mortgagee may postpone the sale of such RP Collateral and the Fixtures or interests therein or any part thereof by public announcement at the time and place of such sale, and from time to time thereafter may further postpone such sale by public announcement made at the time of sale fixed by the preceding postponement. Sale of a part of Mortgagor's interest in the RP Collateral and the Fixtures or interests therein or any defective or irregular sale hereunder will not exhaust the power of sale (to the extent permitted under applicable law), and sales may be made from time to time until all such property is sold without defect or irregularity or the Secured Obligations are paid in full. Mortgagee shall have the right, to the extent permitted by applicable law, to appoint one or more attorneys-in-fact to act in conducting the foreclosure sale and executing a deed to the purchaser. It shall not be necessary for any of the Mortgaged Property at any such sale to be physically present or constructively in the possession of Mortgagee and Mortgagor shall deliver all of the Mortgaged Property to the purchaser at such sale. If it should be impossible or impracticable to take actual delivery of the Mortgaged Property, then the title and

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right of possession to the Mortgaged Property shall pass to the purchaser at such sale as completely as if the same had been actually present and delivered.

(b) Mortgagee (or any Lender or any other person owning, directly or indirectly, any interest in any of the Secured Obligations) shall have the right to become the purchaser at any sale made pursuant to the provisions of this Article V and Mortgagee (but not such Lender or other person unless such Mortgagee or other person is the owner, directly or indirectly, of all of the Secured Obligations) shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Mortgaged Property sold at any such sale, to use and apply any of the Secured Obligations owed to such person as a credit on account of the purchase price of any Mortgaged Property payable by such person at such sale. All other sales shall be, to the extent permitted by applicable law, on a cash basis. Recitals contained in any conveyance to any purchaser at any sale made hereunder will conclusively establish the truth and accuracy of the matters therein stated, including without limitation nonpayment of the Secured Obligations and advertisement and conduct of such sale in the manner provided herein or provided by law. Mortgagor does hereby ratify and confirm all legal acts that Mortgagee may do in carrying out the provisions of this Instrument.

(c) Any sale of the Mortgaged Property or any part thereof pursuant to the provisions of this Article V will operate to divest all right, title, interest, claim and demand of Mortgagor in and to the property sold and will be a perpetual bar against Mortgagor. Nevertheless, if requested by Mortgagee to do so, Mortgagor shall join in the execution, acknowledgement and delivery of all proper conveyances, assignments and transfers of the property so sold. Any purchaser at a foreclosure sale will receive immediate possession of the property purchased, and Mortgagor agrees that if Mortgagor retains possession of the property or any part thereof subsequent to such sale, Mortgagor will be considered a tenant at sufferance of the purchaser, and will, if Mortgagor remains in possession after demand to remove, be guilty of forcible detainer and will be subject to eviction and removal, forcible or otherwise, with or without process of law, and all damages to Mortgagor by reason thereof are hereby expressly waived by Mortgagor.

(d) Mortgagor acknowledges that it is aware of and has had the advice of counsel of its choice with respect to its rights, under applicable law, with respect to this Instrument, the Secured Obligations, the Mortgaged Property, and the other Financing Documents. Nevertheless, Mortgagor hereby waives and relinquishes to the maximum extent permitted by law any right under any law relating to, and subject to any mandatory requirements of applicable law Mortgagor hereby agrees that Mortgagor shall not at any time hereafter have or assert any right under any law pertaining to: marshalling, whether of assets or liens, the sale of property in the inverse order of alienation, the exemption of homesteads, the administration of estates of decedents, appraisal, valuation, stay, extension, redemption, the maturing or declaring due of the whole or any part of the Secured Obligations, notice of intention of such maturing or declaring due, other notice (whether of defaults, advances, the creation, existence, extension or renewal of any of the Secured Obligations or otherwise), subrogation, or abatement, suspension, deferment, diminution or reduction of any of the Secured Obligations (including, without limitation, set-off), now or hereafter in force.

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(e) Upon the occurrence of an Event of Default which is continuing, Mortgagee, at its option, is authorized to foreclose this Instrument subject to the rights of any tenants of the Premises, and the failure to make any such tenants parties to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by Mortgagor, a defense to any proceedings instituted by Mortgagee to collect any Secured Obligations.

(f) Upon the occurrence of an Event of Default which is continuing, Mortgagee shall, to the extent permitted by applicable law, have the option to proceed with foreclosure in satisfaction of any part of the Secured Obligations (prior to the declaration of the whole of the Secured Obligations as immediately mature), and such foreclosure may be made subject to the unmatured part of the Secured Obligations, and it is agreed that such foreclosure, if so made, shall not in any manner affect the unmatured part of the Secured Obligations, but as to such unmatured part of the Secured Obligations, this Instrument and the other Financing Documents shall remain in full force and effect just as though no foreclosure had been made. Several foreclosures may be made without exhausting the right of foreclosure for any unmatured part of the Secured Obligations, it being the purpose to provide for a foreclosure of the security for any matured portion of the Secured Obligations without exhausting the power of foreclosure for any other part of the Secured Obligations.

Section 5.4. Costs and Expenses. All reasonable costs and expenses (including reasonable attorneys' fees, legal expenses, title premiums, title report and work charges, filing fees, and mortgage, mortgage registration, transfer, stamp and other excise taxes) incurred by Mortgagee and the Lenders in perfecting, protecting or enforcing its rights hereunder, whether or not an Event of Default shall have occurred, shall be a demand obligation of Mortgagor to the Lenders or Mortgagee, as applicable, and shall bear interest at the Agreed Rate, all of which shall be part of the Secured Obligations. Mortgagor agrees to indemnify Mortgagee and the Lenders for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, reasonable costs, reasonable expenses or disbursements of any kind and nature whatsoever which may be imposed on, incurred by or asserted against Mortgagee or any Lender in any way relating to or arising out of this Instrument or any other documents contemplated by or referred to herein or the transactions contemplated hereby or the enforcement of any of the terms hereof (other than tax upon income deemed payable by Mortgagee or Lenders); provided, however, that Mortgagor shall not be liable for any of the foregoing to the extent they arise from the gross negligence or willful misconduct of Mortgagee or any Lender.

Section 5.5. Application of Proceeds.

(a) The proceeds of any sale of the Mortgaged Property or any part thereof made pursuant to this Article V shall be applied as follows:

FIRST: To the payment of all costs and expenses of such sale, collection or other realization, including reasonable compensation to Mortgagee and its agents and counsel, and all other expenses, liabilities and advances made or incurred by Mortgagee in connection therewith, and all amounts for which Mortgagee is entitled to indemnification hereunder and all advances made by Mortgagee hereunder for the account of Mortgagor, and to the payment of all costs and

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expenses paid or incurred by Mortgagee in connection with the exercise of any right or remedy hereunder;

SECOND: To the payment of all other Secured Obligations (for the ratable benefit of the holders thereof) in such order as Mortgagee shall elect in its sole and absolute discretion; and

THIRD: To the payment to or upon the order of Mortgagor, or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct, of any surplus then remaining from such proceeds;

provided, however, that if applicable law requires such proceeds to be paid or applied in a manner other than as set forth above in this Section 5.5(a), then such proceeds shall be paid or applied in accordance with such applicable law.

(b) Upon any sale made under the powers of sale herein granted and conferred, the receipt of Mortgagee will be sufficient discharge to the purchaser or purchasers at any sale for the purchase money, and such purchaser or purchasers and the heirs, devisees, personal representatives, successors and assigns thereof will not, after paying such purchase money and receiving such receipt of Mortgagee, be obligated to see to the application thereof or be in any way answerable for any loss, misapplication or non-application thereof.

ARTICLE VI SECURITY AGREEMENT

Section 6.1 Grant of Security. This Instrument shall, in addition to constituting a mortgage Lien as to those parts of the Mortgaged Property classified as real property (including fixtures to the extent they are real property), constitute a security agreement within the meaning of the Uniform Commercial Code or within the meaning of the common law with respect to those parts of the Mortgaged Property classified as personal property (including fixtures to the extent they are personal property). Mortgagor hereby grants Mortgagee a security interest in and to those parts of the Mortgaged Property classified as personal property (including fixtures to the extent they are personal property) for the benefit of Mortgagee to further secure the payment and performance of the Secured Obligations. Mortgagee shall have all rights granted to the Mortgagee pursuant to the Security Agreement. The provisions set forth in the Security Agreement are hereby incorporated by reference into this Instrument with the same effect as if set forth in full herein. In the event of a conflict between the provisions of Article VI of this Instrument and the Security Agreement, it is the intention of Mortgagor and Mortgagee that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of a conflict that cannot be resolved as aforesaid, the provisions of the Security Agreement shall control and govern and Mortgagor shall comply therewith.

Section 6.2 Fixture Filing Financing Statements. From the date of its recording, this Instrument shall be effective as a "fixture filing" for the purposes of the UCC against all of

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the Mortgaged Property which is or is to become fixtures. For purposes of the UCC, the following information concerning the security interest herein granted is furnished:

(a) The name of the Debtor (Mortgagor) is: **KERASOTES SHOWPLACE THEATRES, LLC**, a Delaware limited liability company, having an address as set forth in the first paragraph of this Instrument, whose organizational number is 3655527.

(b) The name of the Secured Party (Mortgagee) is: **DEUTSCHE BANK TRUST COMPANY AMERICAS**, in its capacity as Administrative Agent, having an address as set forth in the first paragraph of this Instrument.

(c) Information concerning the security interest evidenced by this Instrument may be obtained from the Secured Party at its address above.

(d) **CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST NO. 100497** is the record owner of the real estate described in this Instrument, having an address at c/o Horizons Management Assoc., LLC, 865 Providence Hwy, Suite 202, Dedham, MA 02026

(e) This document is to be filed in the real estate records. A description of the real estate is attached hereto as Exhibit A.

ARTICLE VII MISCELLANEOUS COVENANTS AND AGREEMENTS

Section 7.1. Cumulative Rights; Waivers; Modifications. Each and every right, power and remedy hereby granted to Mortgagee shall be cumulative and not exclusive, and each and every right, power and remedy whether specifically hereby granted or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by Mortgagee and the exercise of any such right, power or remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. No delay or omission by Mortgagee in the exercise of any right, power or remedy will impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing. Any and all covenants of Mortgagor in this Instrument may from time to time, by instrument in writing signed by Mortgagee, be waived to such extent and in such manner as Mortgagee may desire, but no such waiver will ever affect or impair the rights of Mortgagee hereunder, except to the extent specifically stated in such written instrument. All changes to and modifications of this Instrument must be in writing and signed by Mortgagor and Mortgagee.

Section 7.2. Partial Releases. No release from the lien or encumbrance of this Instrument of any part of the Mortgaged Property shall in any way alter, vary or diminish the force or effect of this Instrument on the balance of the Mortgaged Property or the priority of the lien of this Instrument on the balance of the Mortgaged Property.

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Section 7.3. Severability. If any provision hereof or of any of the other documents constituting, evidencing or creating all or any part of the Secured Obligations is invalid or unenforceable in any jurisdiction, the other provisions hereof or of said documents shall remain in full force and effect in such jurisdiction and the remaining provisions hereof will be liberally construed in favor of Mortgagee in order to carry out the provisions hereof and of such other documents. The invalidity of any provision of this Instrument in any jurisdiction will not affect the validity or enforceability of any such provision in any other jurisdiction. If any Lien, encumbrance or security interest evidenced or created by this Instrument is invalid or unenforceable, in whole or in part, as to any part of the Secured Obligations, or is invalid or unenforceable, in whole or in part, as to any part of the Mortgaged Property, such portion, if any, of the Secured Obligations as is not secured by all of the Mortgaged Property hereunder shall be paid prior to the payment of the portion of the Secured Obligations secured by all of the Mortgaged Property, and all payments made on the Secured Obligations (including, without limitation, cash and/or property received in connection with sales of Mortgaged Property pursuant to Article V hereof) shall, unless prohibited by applicable law or unless Mortgagee, in its sole and absolute discretion, otherwise elects, be deemed and considered to have been first paid on and applied to payment in full of the unsecured or partially secured portion of the Secured Obligations, and the remainder to the secured portion of the Secured Obligations.

Section 7.4. Subrogation. This Instrument is made with full substitution and subrogation of Mortgagee on behalf of the Lenders in and to all covenants and warranties by others heretofore given or made in respect of the Mortgaged Property or any part thereof. To the extent that proceeds of the loans and other credit facilities and obligations evidenced or guaranteed by the Secured Instruments are used to pay any outstanding lien, charge or prior encumbrance against the Mortgaged Property, such proceeds have been or will be advanced at Mortgagor's request and Mortgagee on behalf of the Lenders shall be subrogated to any and all rights and liens held by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released.

Section 7.5. Mortgagee's Powers. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Instrument upon any portion of the Premises not then or heretofore released as security for the full amount of all unpaid Secured Obligations, Mortgagee may, in accordance with the provisions of Section 7.1 hereof, from time to time and without notice, (a) release any persons liable, (b) extend the maturity or alter any of the terms of any such obligation, (c) grant other indulgences, (d) release or reconvey, or cause to be released or reconveyed at any time at Mortgagee's option any parcel, portion or all of the Mortgaged Property, (e) take or release any other or additional security for any obligation herein mentioned, or (f) make compositions or other arrangements with debtors in relation thereto.

Section 7.6. Enforceability of Instrument. This Instrument is deemed to be and may be enforced from time to time as an assignment, chattel mortgage, contract, deed of trust, deed to secure debt, financing statement, real estate mortgage, or security agreement, and from time to time as any one or more thereof, as is appropriate under applicable state law. A carbon,

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photographic or other reproduction of this Instrument or any financing statement in connection herewith shall be sufficient as a financing statement for any and all purposes.

Section 7.7. Interest. All interest required hereunder and under the Secured Obligations shall be calculated in the manner set forth in the applicable Financing Document. Notwithstanding anything to the contrary contained herein, no rate of interest required hereunder or under the Secured Obligations shall exceed the maximum legal rate under applicable law, and, in the event any such rate is found to exceed such maximum legal rate, Mortgagor shall be required to pay only such maximum legal rate. All agreements between Mortgagor, Mortgagee and the Lenders are hereby expressly limited so that in no contingency or event whatsoever shall the amount paid, or agreed to be paid, to Mortgagee or the Lenders for the use, forbearance, or detention of the money due under the Secured Instruments exceed the maximum amount permissible under applicable law. If, due to any circumstances whatsoever, fulfillment of any provision hereof, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law, then the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any circumstances Mortgagee or any Lender should ever receive as interest an amount that would exceed the highest lawful rate, such amount that would be excessive interest shall be applied to the reduction of the principal amount owing under the applicable Secured Instrument and not to the payment of interest. Under the terms and provisions of the Secured Obligations which this Instrument secures and under the terms and provisions of any future or further advances secured hereby, the interest rate payable thereunder may be variable. ONE OF THE PURPOSES OF THIS PARAGRAPH IS TO PROVIDE RECORD NOTICE OF THE RIGHT OF MORTGAGEE AND THE LENDERS TO INCREASE OR DECREASE THE INTEREST RATE ON ANY OF THE SECURED OBLIGATIONS WHERE THE TERMS AND PROVISIONS OF SUCH SECURED OBLIGATIONS PROVIDE FOR A VARIABLE INTEREST RATE.

Section 7.8. Choice of Law. This Instrument and the transaction contemplated hereby and the relationship of the parties arising therefrom shall be, and the Credit Agreement provides that they are to be, governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to conflict of law rules and principles. Notwithstanding such provisions, however, (i) matters respecting title to the Mortgaged Property and the creation, perfection, priority and foreclosure of Liens on, and security interests in, the Mortgaged Property shall be governed by, and construed and enforced in accordance with, the internal law of Illinois without giving effect to the conflicts-of-law rules and principles of such state; (ii) Mortgagor agrees that whether or not deficiency judgments are available under the laws of Illinois after a foreclosure (judicial or nonjudicial) of the Mortgaged Property, or any portion thereof, or any other realization thereon by Mortgagee or any Lender or their respective successors and assigns, Mortgagee, the Lenders and their respective successors and assigns shall have the right to seek such a deficiency judgment against Mortgagor in other states or foreign jurisdictions; (iii) Mortgagor agrees that, to the extent Mortgagee, any Lender or any of their respective successors and assigns obtains a deficiency judgment in any other state or foreign jurisdiction then such party shall have the right to enforce such judgment in Illinois, as well as in other states or foreign jurisdictions.

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Section 7.9. Counterparts. This Instrument may be executed in any number of original counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Instrument with the same effect as if all parties had signed the same signature page. Any signature page of this Instrument may be detached from any counterpart of this Instrument and reattached to any other counterpart of this Instrument so that all signature pages are physically attached to the same instrument.

Section 7.10. Recording References. Unless otherwise specified in any of the Exhibits attached hereto, all recording references in an Exhibit are to the official real property records of the city, town, county or parish, as appropriate, in which the affected land is located. The references in an Exhibit to liens, encumbrances and other burdens, if any, shall not be deemed to recognize or create any rights in third parties.

Section 7.11. Notices. Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given shall be in writing and may be personally served, telecopied, telexed or sent by United States mail or courier service and shall be deemed to have been given when delivered in person or by courier service, upon receipt of telecopy or telex, or four Business Days after depositing it in the United States mail, registered or certified, with postage prepaid and properly addressed. For the purposes hereof, the address of Mortgagor and Mortgagee shall be as set forth in the preamble to this Instrument, as to any party, such other address as shall be designated by such party in a written notice delivered to the other party hereto.

Section 7.12. Successors and Assigns. This Instrument shall bind and inure to the benefit of the respective successors and assigns of Mortgagor, Mortgagee and Lenders, including, without limitation, any and all other banks, lending institutions and parties which may participate in the indebtedness evidenced by the Secured Obligations or any of them. As used herein, the term "Mortgagee" shall mean, at any particular time, any person, corporation, partnership, trust, estate or other entity serving as the administrative agent under the Credit Agreement. Any waiver, consent, approval, notification or other action required or permitted to be obtained from or taken by Mortgagee may be obtained from or taken by the agent or agents of Lenders appointed from time to time for that purpose. As used herein, the term "person" shall mean any individual, corporation, partnership, joint venture, agency or other form of entity or association. Notwithstanding any other provision contained herein, if any property interest granted by this Instrument does not vest on the execution and delivery of this Instrument, it shall vest, if at all, no later than 20 years and 364 days after the death of the last surviving descendant of Joseph P. Kennedy (the late father of the former President of the United States) who is alive on the execution and delivery of this Instrument.

Section 7.13. Intentionally Omitted.

Section 7.14. Captions. The captions or headings at the beginning of Articles and Sections hereof are for the convenience of the parties and are not a part of this Instrument.

Section 7.15. Attorneys' Fees. If any of the Secured Obligations are not paid when due or if any Event of Default occurs, Mortgagor promises to pay all reasonable costs of enforcement

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and collection, including but not limited to, reasonable attorneys' fees, whether or not such enforcement and collection includes the filing of a lawsuit.

Section 7.16. Intentionally Omitted.

Section 7.17. No Merger of Lease. If both the lessor's and lessee's estate under any lease, including, without limitation, any Lease (Mortgagor Lessee), or any portion thereof which constitutes a part of the Mortgaged Property shall at any time become vested in one owner, this Instrument and the Lien created hereby shall not be destroyed or terminated by application of the doctrine of merger unless Mortgagee so elects as evidenced by recording a written declaration so stating and, unless and until Mortgagee so elects, Mortgagee shall continue to have and enjoy all of the rights and privileges of Mortgagee as to the separate estates. In addition, upon the foreclosure of the Lien created by this Instrument on the Mortgaged Property pursuant to the provisions hereof, any leases or subleases then existing and affecting all or any portion of the Mortgaged Property shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Mortgagee or any purchaser at such foreclosure shall so elect.

Section 7.18. Nonforeign Entity. Section 1445 of the Internal Revenue Code of 1986, as amended (the "**Internal Revenue Code**") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform Mortgagee that the withholding of tax will not be required in the event of the disposition of the Premises, or any portion thereof, pursuant to the terms of this Instrument, Mortgagor hereby certifies, under penalty of perjury, that:

- (a) Mortgagor is not a foreign corporation, foreign partnership, foreign trust or foreign estate, as those terms are defined in the Internal Revenue Code and the regulations promulgated thereunder; and
- (b) Mortgagor's U.S. employer identification number is 37-1040237; and
- (c) Mortgagor's principal place of business is 224 North Des Plaines Avenue, Suite 200, Chicago, Illinois 60661.

It is understood that Mortgagee may disclose the contents of this certification to the Internal Revenue Service and that any false statement contained herein could be punished by fine, imprisonment or both. Mortgagor covenants and agrees to execute such further certificates, which shall be signed under penalty of perjury, as Mortgagee shall reasonably require. The covenant set forth herein shall survive the foreclosure of the lien of this Instrument or acceptance of a deed in lieu thereof.

Section 7.19. Interpretation. In this Instrument the singular shall include the plural and the masculine shall include the feminine and neuter and vice versa, if the context so requires.

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Section 7.20. Purpose of the Loan. Mortgagor hereby represents and agrees that the loans, credit facilities and other obligations evidenced or guaranteed by the Secured Instruments as secured by this Instrument are being obtained for business or commercial purposes, and the proceeds thereof will not be used for personal, family, residential leasehold or agricultural purposes.

Section 7.21. Relationship of Parties. The relationship between Mortgagor and Mortgagee is that of borrower and representative of the Lenders, as lenders only, and neither Mortgagor nor Mortgagee is, nor shall it hold itself out to be, the agent, employee, joint venturer or partner of the other.

Section 7.22. Entire Agreement; Survival of Warranties. Once the Secured Instrument, this Instrument, and all of the other Loan Documents have been executed, all of the foregoing shall constitute the entire agreement between the parties hereto and none of the foregoing may be modified, amended, cancelled or discharged in any manner other than by supplemental written agreement executed by the parties hereto or thereto; provided that all written representations, warranties and covenants of Mortgagor and of any officer, director, shareholder, principal or agent of Mortgagor previously made to Mortgagee shall be deemed to have been made to induce Lenders to make the Loans and to enter into the transaction evidenced hereby and shall survive the execution hereof and the closing pursuant hereto and shall remain continuing obligations, warranties and representations of Mortgagor so long as any of the Secured Obligations remain outstanding.

Section 7.23. No Third Party Beneficiaries. This Instrument and the Secured Instruments, are made for the sole benefit of Mortgagor, Mortgagee and Lenders and their respective heirs, personal representatives, successors and assigns, and no other legal interest of any kind shall be created under or by reason of any of the foregoing. Whether or not Mortgagee and Lenders elect to employ any or all of the rights, powers, privileges or remedies available to them under any of the foregoing, Mortgagee and Lenders shall have no obligation or liability of any kind to any third party by reason of any of the foregoing or any actions or omissions of Mortgagee and Lenders pursuant thereto or otherwise in connection with this transaction.

Section 7.24. Conflict with Credit Agreement. In the event of a conflict between the provisions of this Instrument and the Credit Agreement, it is the intention of Mortgagor and Mortgagee that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of a conflict that cannot be resolved as aforesaid, the provisions of the Credit Agreement, shall control and govern and Mortgagor shall comply therewith.

Section 7.25. Revolving Credit. This Instrument is given to secure a "Revolving Credit" loan and secures not only the indebtedness from Mortgagor to Mortgagee existing on the date hereof but all such future advances, whether such advances are obligatory or to be made at the option of Mortgagee, to the same extent as if such future advances were made on the date of the execution of this Instrument, although there may be no advance made at the time of execution of this Instrument, and although there may be no indebtedness outstanding at the time

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any advance is made. The total amount of indebtedness secured by this Instrument may increase or decrease from time to time.

Section 7.26. Variable Interest. The documents evidencing the Secured Obligations provide for the payment of interest at a variable rate.

Section 7.27. Interest Not Usurious. Notwithstanding anything to the contrary contained herein, no rate of interest required hereunder, under the Credit Agreement, or the other Loan Documents shall exceed the maximum legal rate under applicable law, and, in the event any such rate is found to exceed such maximum legal rate, Mortgagor shall be required to pay only such maximum legal rate. All agreements between Mortgagor and Mortgagee are hereby expressly limited so that in no contingency or event whatsoever shall the amount paid, or agreed to be paid, to Mortgagee for the use, forbearance, or detention of the money due under the Instrument exceed the maximum amount permissible under applicable law. If, due to any circumstances whatsoever, fulfillment of any provision hereof, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law, then the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any circumstances Mortgagee should ever receive as interest an amount that would exceed the highest lawful rate, such amount that would be excessive interest shall be applied to the reduction of the principal amount owing under this Instrument and not to the payment of interest.

ARTICLE VIII LOCAL LAW PROVISIONS

Section 8.1. Inconsistencies. In the event of any inconsistencies between the terms and conditions of this Article VIII and the other provisions of this Mortgage, the terms and conditions of this Article VIII shall control and be binding.

Section 8.2. Maximum Principal Sum. The Secured Obligations are to be secured by other mortgages and deeds of trust on other real estate in other counties and other states. Each and all of such mortgages and deeds of trust are intended to and shall constitute security for the entire Indebtedness represented by the Secured Obligations without allocation. Notwithstanding anything herein to the contrary, it is agreed that the maximum amount of Indebtedness secured by this Mortgage, including all advancements, at any one time shall not exceed \$175,000,000.

Section 8.3. In Rem Proceedings. Mortgage foreclosures and other *In Rem* proceedings against Mortgagor may be brought in Cook County, Illinois or any federal court of competent jurisdiction in Illinois.

Section 8.4. Future Advances; Revolving Credit. Mortgagee is obligated under the terms of the Credit Agreement to make advances as provided therein, and Mortgagor acknowledges and intends that all such advances, including future advances whenever hereafter made, shall be a lien from the time this Instrument is recorded, as provided in Section 5/15-1302(b)(1) of the Act (as hereinafter defined). That portion of the Secured Obligations which comprises the principal amount then outstanding of the Revolving Loans constitutes revolving credit indebtedness secured by a mortgage on real property, pursuant to the terms and conditions

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of 735 ILCS 5/15-1302(b)(3), Mortgagor covenants and agrees that this Instrument shall secure the payment of all loans and advances made pursuant to the terms and provisions of the Credit Agreement, whether such loans and advances are made as of the date hereof or at any time in the future, and whether such future advances are obligatory or are to be made at the option of Mortgagee or otherwise (but not advances or loans made more than twenty (20) years after the date hereof), to the same extent as if such future advances were made on the date of the execution of this Instrument and although there may be no advances made at the time of the execution of this Instrument and although there may be no other indebtedness outstanding at the time any advance is made. The lien of this Instrument shall be valid as to all Secured Obligations, including future advances, from the time of its filing of record in the office of the Recorder of Deeds of the County in which the Mortgaged Property is located. The total amount of the Secured Obligations may increase or decrease from time to time, but the total unpaid principal balance of the Secured Obligations (including disbursements which Mortgagee may make under this Instrument or any other document or instrument evidencing or securing the Secured Obligations) at any time outstanding shall not exceed the amount referred to in Section 8.2 of this Instrument. This Instrument shall be valid and shall have priority over all subsequent liens and encumbrances, including statutory liens except taxes and assessments levied on the Mortgaged Property, to the extent of the maximum amount secured hereby.

Section 8.5. Illinois Mortgage Foreclosure Law. It is the intention of Mortgagor and Mortgagee that the enforcement of the terms and provisions of this Instrument shall be accomplished in accordance with the Illinois Mortgage Foreclosure Law (the "Act"), 735 ILCS 5/15-1101, et seq., and with respect to such Act Mortgagor agrees and covenants that:

(a) Mortgagor and Mortgagee shall have the benefit of all of the provisions of the Act, including all amendments thereto which may become effective from time to time after the date hereof. In the event 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;

(b) Wherever provision is made in this Instrument or the Credit Agreement for insurance policies to bear mortgagee clauses or other loss payable clauses or endorsements in favor of Mortgagee, or to confer authority upon Mortgagee to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise control use of insurance proceeds, from and after the entry of judgment of foreclosure, all such rights and powers of Mortgagee shall continue in Mortgagee as judgment creditor or mortgagee until confirmation of sale;

(c) All advances, disbursements and expenditures made or incurred 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 proceedings, for the following purposes, in addition to those otherwise authorized by the Mortgage, or the Credit Agreement or by the Act (collectively "**Protective Advances**"), shall have the benefit of all applicable provisions of the Act.

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All Protective Advances shall be so much additional indebtedness secured by this 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 of interest payable after default under the terms of the Credit Agreement.

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

(d) In addition to any provision of this Instrument authorizing the Mortgagee to take or be placed in possession of the Mortgaged Property, or for the appointment of a receiver, Mortgagee shall have the right, in accordance with Sections 5/15-1701 et seq. of the Act, to be placed in possession of the Mortgaged Property or at its request to have a receiver appointed, and such receiver, or Mortgagee, if and when placed in possession, shall have, in addition to any other powers provided in this Mortgage, all rights, powers, immunities, and duties as provided for in Sections 5/15-1701 et seq. of the Act; and

Mortgagor acknowledges that the Mortgaged Property 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 of redemption.

ARTICLE IX LEASEHOLD PROVISIONS

Section 9.1 Representations; Warranties; Covenants. Mortgagor hereby represents, warrants and covenants that:

(a) (1) The Subject Lease is unmodified and in full force and effect, (2) all rent and other charges therein have been paid to the extent they are payable to the date hereof, (3) Mortgagor enjoys the quiet and peaceful possession of the property demised thereby, (4) to the best of its knowledge, Mortgagor is not in default under any of the terms thereof and there are no circumstances which, with the passage of time or the giving of notice or both, would constitute an event of default thereunder, (5) to the best of Mortgagor's knowledge, the lessor thereunder is not in default under any of the terms or provisions thereof on the part of the lessor to be observed or performed;

(b) Mortgagor shall promptly pay, when due and payable, the rent and other charges payable pursuant to the Subject Lease, and will timely perform and observe all of the other terms, covenants and conditions required to be performed and observed by Mortgagor as lessee under the Subject Lease;

(c) Mortgagor shall notify Mortgagee in writing of any default by Mortgagor in the performance or observance of any terms, covenants or conditions on the part of Mortgagor to be performed or observed under the Subject Lease within three (3) business days after Mortgagor knows of such default;

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(d) Mortgagor shall, immediately upon receipt thereof, deliver a copy of each notice given to Mortgagor by the lessor pursuant to the Subject Lease and promptly notify Mortgagee in writing of any default by the lessor in the performance or observance of any of the terms, covenants or conditions on the part of the lessor to be performed or observed thereunder;

(e) Unless required under the terms of the Subject Lease, Mortgagor shall not, without the prior written consent of Mortgagee (which may be granted or withheld in Mortgagee's sole and absolute discretion) terminate, modify or surrender the Subject Lease, and any such attempted termination, modification or surrender without Mortgagee's written consent shall be void; and

(f) Mortgagor shall, within twenty (20) days after written request from Mortgagee, use commercially reasonable efforts to obtain from the lessor and deliver to Mortgagee a certificate setting forth the name of the tenant thereunder and stating that the Subject Lease is in full force and effect, is unmodified or, if the Subject Lease has been modified, the date of each modification (together with copies of each such modification), that no notice of termination thereon has been served on Mortgagor, stating that no default or event which with notice or lapse of time (or both) would become a default is existing under the Subject Lease, stating the date to which rent has been paid, and specifying, in the event any of the foregoing statements can not be made, the nature of any notices served or any defaults or such events existing, and containing such other statements and representations as may be reasonably requested by Mortgagee.

Section 9.2 No Merger. So long as any of the Indebtedness or the Obligations remain unpaid or unperformed, the fee title to and the leasehold estate in the premises subject to the Subject Lease shall not merge but shall always be kept separate and distinct notwithstanding the union of such estates in the lessor or Mortgagor, or in a third party, by purchase or otherwise. If Mortgagor acquires the fee title or any other estate, title or interest in the property demised by the Subject Lease, or any part thereof, the lien of this Mortgage shall attach to, cover and be a lien upon such acquired estate, title or interest and the same shall thereupon be and become a part of the Mortgaged Property with the same force and effect as if specifically encumbered herein. Mortgagor agrees to execute all instruments and documents that Mortgagee or Trustee may reasonably require to ratify, confirm and further evidence the lien of this Mortgage on the acquired estate, title or interest. Furthermore, Mortgagor hereby appoints Mortgagee as its true and lawful attorney-in-fact to execute and deliver, following and during the continuance of an Event of Default, all such instruments and documents in the name and on behalf of Mortgagor. This power, being coupled with an interest, shall be irrevocable as long as any portion of the Indebtedness remains unpaid.

Section 9.3 Mortgagee as Lessee. If the Subject Lease is terminated prior to the natural expiration of its term due to default by Mortgagor or any tenant thereunder, and if Mortgagee or its designee acquires from the lessor a new lease of the premises, Mortgagor shall have no right, title or interest in or to such new lease or the leasehold estate created thereby, or renewal privileges therein contained.

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Section 9.4 No Assignment. If this Mortgage constitutes a prohibited collateral assignment of the Subject Lease under the terms of the Subject Lease, then the assignment of the Subject Lease in this Mortgage will be deemed conditioned upon the receipt of any consent expressly required under the Subject Lease and Mortgagee and the Lenders have no liability or obligation thereunder by reason of its acceptance of this Mortgage. Mortgagee and the Lenders will be liable for the obligations of the tenant arising out of the Subject Lease for only that period of time for which Mortgagee or the Lenders are in possession of the Premises or have acquired, by foreclosure or otherwise, and are holding all of Mortgagor's right, title and interest therein.

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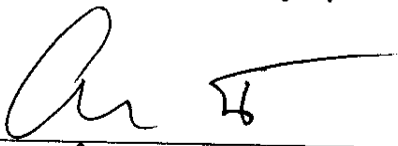
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IN WITNESS WHEREOF, Mortgagor has on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this Instrument to be duly EXECUTED AND DELIVERED by authority duly given.

MORTGAGOR:

KERASOTES SHOWPLACE THEATRES, LLC,
a Delaware limited liability company

By: 

Name: Anthony Kerasotes

Title: Chairman and

Chief Executive Officer

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ACKNOWLEDGMENT

State of IL)
) ss.:
County of COOK)

On this 8th day of June, 2006, before me personally appeared Anthony Kerasotes, to me personally known, who, being by me duly sworn, did say that he/she is the CEO of **KERASOTES SHOWPLACE THEATRES, LLC**, a Delaware limited liability company, and that said instrument was signed on behalf of said limited liability company by authority of its Board of Directors, and said President acknowledged said instrument to be the free act and deed of said limited liability company and such person.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Yovette Medina
Notary Public in and for said County and State

My Commission expires: 7/22/07

UNOFFICIAL COPY**EXHIBIT A****Legal Description of the Land**

Street Address	City	County	State	Zip
2600 North Western Avenue	Chicago	Cook	Illinois	

The parcel identification numbers for the Land is: 13-25-414-001-0000 through 13-25-414-004
 13-25-414-009 through 13-25-414-012
 13-25-415-001-0000 through 13-25-415-011
 13-25-415-013 through 13-25-415-024

Parcel 1: Lots 1 to 8, both inclusive, in Block 26 in Albert Crosby and Others' Subdivision of the East ½ of the Southeast ¼ of Section 25, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 1, 2, 3 and 4 in Delamater's Resubdivision of Lots 24, 25 and 26 in Albert Crosby and Others' Subdivision of the East ½ of the Southeast ¼ of Section 25, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3: Vacated alleys in Block 26 in Albert Crosby and Others' Subdivision and vacated part of Artesian Avenue, as follows:

All of the North and South 14 foot alley lying West of and adjoining the West line of Lots 1 to 6, both inclusive, in Block 26 in Albert Crosby and Others' Subdivision of the East ½ of the Southeast ¼ of Section 25, Township 40 North, Range 13 East of the Third Principal Meridian lying East of and adjoining the East line of Lot 1 in F. C. Delamater's Resubdivision of Lots 24, 25 and 26 in Albert Crosby and Others' Subdivision, aforementioned; and Northeasterly of and adjoining the Southwesterly line of said Lot 6 in Block 26 in Albert Crosby and Others' Subdivision, aforementioned produced Northwesterly to the Southeast corner of said Lot 1 in F. C. Delamater's Resubdivision, aforementioned;

All of the Northwesterly and Southeasterly public alley lying Southwesterly of and adjoining the Southwesterly line of Lots 6, 7 and 8 in Block 26 in Albert Crosby and Others' Subdivision, aforementioned; lying Southwesterly of and adjoining the Southwesterly line of Lots 1 to 4, both inclusive, in F. C. Delamater's Resubdivision, aforementioned; and lying Southwesterly of and adjoining the Southwesterly line of said Lot 6 in Block 26 in Albert Crosby and Others' Subdivision, aforementioned, produced Northwesterly to the Southeast corner of said Lot 1 in F. C. Delamater's Resubdivision, aforementioned; and lying Northeasterly of and adjoining the Northeasterly right-of-way line of the Chicago and Northwestern Railway and lying Northwesterly of and adjoining the East line of Lot 8 in Block 26 in Albert Crosby and Others' Subdivision, aforementioned, produced South to the Northeasterly right-of-way line of the Chicago and Northwestern Railway; also

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That part of North Artesian Avenue lying West of and adjoining the West line of Lots 21 to 24, both inclusive, in Block 31 and the West line of said Lot 21 produced South to the Northeasterly right-of-way line of the Chicago and Northwestern Railway; lying East and adjoining the East line of said Lot 8 produced South to the Northeasterly right-of-way line of the Chicago and Northwestern Railway in Block 26 in Albert Crosby and Others' Subdivision, aforementioned; and lying South of the North 16 feet of said Lot 24 in Block 31 produced West to the East line of said Lot 8 in Block 26 in Albert Crosby and Others' Subdivision, aforementioned, all in Cook County, Illinois.

Parcel 4: Lots 1 to 18, both inclusive, Lot 20 (the North 16 feet thereof being vacated alley), Lots 21, 22, 23, 24 (except the North 16 feet in said Lot 24); Lots 25 to 32, both inclusive, also the vacated North and South alley lying West of and adjoining said Lots 10 to 17 on the East and lying East of and adjoining said Lots 20 to 23 on the West; also the vacated alley Southwesterly of and adjoining said Lots 17, 18, 20 and 21 and East of the West line of Lot 21 extended South and Southerly of said vacated North and South alley (excepting therefrom that part of Lots 1 to 18, both inclusive, and that part of the vacated alley lying Southwesterly of Lot 18, aforesaid, lying East of a line 50 feet West of and parallel with the East line of Section 25); all in Block 31 in Albert Crosby and Others' Subdivision of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 25, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 5: That part of North Artesian Avenue lying East of the East line of Lots 1 to 8 inclusive, in Block 26 lying West of the West line of Lots 24 to 32, inclusive, in Block 31; lying North of the North line of vacated Artesian Avenue according to document number 13128328; and lying South of the South line of West Schubert Avenue, all in Albert Crosby and Others' Subdivision of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 25, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 6: All that part of the 16 foot East-West alley (originally dedicated according to document number 12158914); the North 16 feet of Lot 24 in Block 31 in Albert Crosby and Others' Subdivision, aforementioned, in Cook County, Illinois.

Parcel 7: All that part of the 16 foot North-South alley lying within Block 31 (being West of the West line of Lots 1 to 9, inclusive), North of the North line of vacation document number 12158915), East of the East line of Lot 32, inclusive, and South of the South line of West Schubert Avenue, in Albert Crosby and Others' Subdivision, aforementioned, in Cook County, Illinois.

UNOFFICIAL COPY**EXHIBIT B****Subject Lease**

That certain Lease Agreement dated July 28, 1998, as amended by that certain Amendment to Lease Agreement dated as of October 22, 1998 (as amended, the "Lease") executed by and between LaSalle National Bank, Successor Trustee to LaSalle National Trust, N.A., as Trustee under Trust Agreement dated January 15, 1979 and known as Trust No. 100497 (the "Original Landlord"), and General Cinema Corp. of North Western, predecessor-in-interest to AMC-GCT, Inc. (the "Original Tenant") for the premises commonly known as 2600 North Western Avenue, Chicago, Illinois, which is legally described on Exhibit A attached hereto, and more particularly described in Exhibit A to the Lease, a memorandum of which was recorded as a Memorandum of Lease dated July 28, 1998 and recorded August 3, 1998 as Document No. 98679829, and an original duplicate thereof recorded August 3, 1998 as Document No. 98679830 in the Cook County Recorder's Office, as assigned by Original Tenant to American Multi-Cinema, Inc. ("Tenant") by Assignment and Assumption of Lease Agreement dated February 1, 2006, as further assigned by Tenant to Kerasotes Showplace Theatres, LLC, a Delaware limited liability company, pursuant to that certain Leasehold Premises Assignment and Assumption Agreement dated _____, 2006 and recorded on 6-13, 2006 as document number _____, for a term commencing, terminating or expiring on such dates as provided in the Lease, demising and leasing the premises therein described.

B-1

db/Kerasotes 2006
LH Mortgage (IL)
LA3:1114335.4

2600 N Western Ave
Chicago, Cook County

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EXHIBIT C

Fee Owner

Chicago Title Land Trust Company, as Successor Trustee under Trust Agreement dated January 15, 1979, known as Trust No. 100497 ("Landlord") succeeded to the interest of LaSalle National Bank, Successor Trustee to LaSalle National Trust, N.A., as Trustee under Trust Agreement dated January 15, 1979 and known as Trust No. 000497. Northwestern Ventures Limited Partnership is the beneficiary of the land trust comprising Landlord and is the party with power of direction over such land trust.

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