

# UNOFFICIAL COPY



Doc#: 0900918040 Fee: \$64.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/09/2009 03:48 PM Pg: 1 of 15

This instrument prepared by and  
after recording return to:

Carole K. Towne, Esq.  
GOLDBERG, KOHN, BELL, BLACK,  
ROSENBLOOM & MORITZ, LTD.  
55 East Monroe Street, Suite 3300  
Chicago, Illinois 60603  
(312) 201-4000

## REAL PROPERTY MORTGAGE (Oak Lawn, Cook County, Illinois)

THIS REAL PROPERTY MORTGAGE (this "**Mortgage**"), made as of January 8, 2009, is made and executed by STAMPEDE OAK LAWN, LLC, a Delaware limited liability company ("**Mortgagor**"), having its principal offices at 7351 South 78th Avenue, Bridgeview, Illinois 60455, in favor of WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL) (in its individual capacity, "**Wachovia**"), having an office at 150 South Wacker Drive, Suite 2200, Chicago, Illinois 60606, as agent (Wachovia in its capacity as agent being hereinafter referred to as "**Agent**") for Lenders and the Existing Swap Counterparty (as each of "**Lenders**" and "Existing Swap Counterparty" is defined in the Loan and Security Agreement referred to below).

### RECITALS

I. Pursuant to the terms of a certain Loan and Security Agreement of even date herewith (said Loan and Security Agreement, together with all amendments, supplements, modifications and replacements thereof, being hereinafter referred to as the "**Loan Agreement**") by and among Wachovia, as a Lender and as Agent for all Lenders, Lenders, and Stampede Meat, Inc., an Illinois corporation ("**Borrower**"), Agent and Lenders have agreed to make revolving and term loans to Borrower and extend other financial accommodations to Borrower in an aggregate principal amount not to exceed \$45,000,000 (collectively, the "**Loans**"), evidenced by one or more notes (said notes, together with all amendments, supplements, modifications and replacements thereof, being hereinafter referred to as the "**Notes**") and having a maturity date of January 8, 2012. The terms and provisions of the Loan Agreement are hereby incorporated by reference in this Mortgage. The rate or rates of interest payable under the Loan Agreement may vary from time to time.

II. To induce Lenders to make the Loans, Mortgagor is executing a Master Continuing Unconditional Guarantee of even date herewith (said Master Continuing Unconditional Guarantee, together with all amendments, supplements, modifications and replacements thereof, being hereinafter referred to as the "**Guarantee**"), pursuant to which

1073  
LINSBORN

# UNOFFICIAL COPY

Mortgagor is guarantying the Loans. This Mortgage is given to secure Mortgagor's obligations under the Guarantee.

III. Among other things, this Mortgage is given to secure a revolving credit facility and secures not only present indebtedness but also future advances, whether such future advances are obligatory or are to be made at the option of Agent or Lenders, or otherwise are to be made within twenty (20) years of the date hereof. The amount of indebtedness secured hereby may increase or decrease from time to time, however the principal amount of such indebtedness shall not at any time exceed the amount of \$100,000,000 plus interest thereon, and other costs, amounts and disbursements as provided herein and in the other Loan Instruments (hereinafter defined).

## GRANTING CLAUSES

To secure the obligations of Mortgagor under the Guarantee and the payment of all amounts due under and the performance and observance of all covenants and conditions contained in the Guarantee, this Mortgage, the Notes, the Loan Agreement, Existing Swap Agreement (as defined in the Loan Agreement) and any other documents and instruments now or hereafter executed by Mortgagor, Borrower or any party related thereto or affiliated therewith to evidence, secure or guarantee the payment of all or any portion of the indebtedness under the Guarantee, the Loan Agreement, Existing Swap Agreement and any and all renewals, extensions, amendments and replacements of this Mortgage, the Guarantee, the Notes, the Loan Agreement, Existing Swap Agreement and any such other documents and instruments (the Notes, the Loan Agreement, this Mortgage, Existing Swap Agreement, such other documents and instruments now or hereafter executed and delivered in connection with the Loans, and any and all amendments, renewals, extensions and replacements hereof and thereof, being sometimes referred to collectively as the "**Loan Instruments**") (all indebtedness and liabilities secured hereby being hereinafter sometimes referred to as "**Mortgagor's Liabilities**", the principal amount of which indebtedness and liabilities being secured hereby shall, in no event, exceed \$100,000,000), Mortgagor does hereby convey, mortgage, warrant, assign, transfer, pledge and deliver to Agent and grant to Agent a security interest in the following described property subject to the terms and conditions herein.

(A) The land located in Cook County, Illinois, legally described in attached **Exhibit A ("Land")**;

(B) All the buildings, structures, improvements and fixtures of every kind or nature now or hereafter situated on the Land ("**Improvements**");

(C) All machinery, appliances, equipment, furniture and all other personal property of every kind or nature which constitute fixtures with respect to the Land, together with all extensions, additions, improvements, substitutions and replacements of the foregoing ("**Fixtures**");

# UNOFFICIAL COPY

(D) To the extent assignable, all easements, tenements, rights-of-way, vaults, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights and powers and appurtenances in any way belonging, relating or appertaining to any of the Land or Improvements, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired ("**Appurtenances**");

(E)(i) All judgments, insurance proceeds, awards of damages and settlements which may result from any damage to all or any portion of the Land, Fixtures, Improvements or Appurtenances or any part thereof or to any rights appurtenant thereto;

(ii) All compensation, awards, damages, claims, rights of action and proceeds of or on account of (a) any damage or taking, pursuant to the power of eminent domain, of the Land, Improvements, Fixtures or Appurtenances or any part thereof, (b) damage to all or any portion of the Land, Improvements, Fixtures or Appurtenances by reason of the taking, pursuant to the power of eminent domain, of all or any portion of the Land, Improvements, Fixtures, Appurtenances or of other property, or (c) the alteration of the grade of any street or highway on or about the Land, Improvements, Fixtures, Appurtenances or any part thereof; and, except as otherwise provided herein, Agent is hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquittances therefor and, except as otherwise provided herein, to apply the same toward the payment of the indebtedness and other sums secured hereby, and

(iii) All proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Land, Improvements, Fixtures or Appurtenances;

(F) All rents, issues, profits, income and other benefits now or hereafter arising from or in respect of the Land, Improvements or Appurtenances (the "**Rents**"); it being intended that this Granting Clause shall constitute an absolute and present assignment of the Rents, subject, however, to the conditional permission given to Mortgagor to collect and use the Rents as provided in this Mortgage;

(G) Any and all leases, licenses and other occupancy agreements now or hereafter affecting the Land, Improvements or Appurtenances, together with all security therefor and guaranties thereof and all monies payable thereunder, and all books and records owned by Mortgagor which contain evidence of payments made under the leases and all security given therefor (collectively, the "**Leases**"), subject, however, to the conditional permission given in this Mortgage to Mortgagor to collect the Rents arising under the Leases as provided in this Mortgage;

(H) Any and all after-acquired right, title or interest of Mortgagor in and to any of the property described in the preceding Granting Clauses; and

(I) The proceeds from the sale, transfer, pledge or other disposition of any or all of the property described in the preceding Granting Clauses;

# UNOFFICIAL COPY

All of the mortgaged property described in the Granting Clauses is hereinafter referred to as the "**Mortgaged Property**."

## ARTICLE ONE COVENANTS OF MORTGAGOR

Mortgagor covenants and agrees with Agent as follows:

1.1. **Performance under the Guarantee, Mortgage and Other Loan Instruments.** Mortgagor shall perform, observe and comply with or cause to be performed, observed and complied with in a complete and timely manner all provisions hereof, of the Guarantee, the Loan Agreement and of the Notes, every other Loan Instrument and every instrument evidencing or securing Mortgagor's Liabilities.

1.2. **General Covenants and Representations.** Mortgagor covenants, represents and warrants that as of the date hereof and at all times thereafter during the term hereof: (a) Mortgagor is seized of an indefeasible estate in fee simple in that portion of the Mortgaged Property which is real property other than the Appurtenances, and has good and absolute title to it and the balance of the Mortgaged Property free and clear of all liens, security interests, charges and encumbrances whatsoever, except for the liens and encumbrances permitted under the Loan Agreement (the "**Permitted Liens**"); and (b) Mortgagor will maintain and preserve the lien of this Mortgage as a first and paramount lien on the Mortgaged Property, subject only to the Permitted Liens, until Mortgagor's Liabilities have been paid in full and all obligations of Agent and Lenders under the Loan Agreement have been terminated or this Mortgage is otherwise required to be released under the terms of the Loan Agreement.

1.3. **Compliance with Laws and Other Restrictions.** Mortgagor covenants and represents that the Land and the Improvements and the use thereof presently comply with, and will continue to comply with all applicable restrictive covenants, zoning and subdivision ordinances and building codes, licenses, health and environmental laws and regulations and all other applicable laws, ordinances, rules and regulations, except where a failure to so comply could not reasonably be expected to result in a Material Adverse Effect (as defined in the Loan Agreement).

1.4. **Taxes and Other Charges.** Mortgagor shall pay promptly when due all taxes, assessments, rates, dues, charges, fees, levies, fines, impositions, liabilities, obligations, liens and encumbrances of every kind and nature whatsoever now or hereafter imposed, levied or assessed upon or against the Mortgaged Property or any part thereof, or upon or against this Mortgage or Mortgagor's Liabilities; provided, however, that Mortgagor may in good faith contest the validity, applicability or amount of any tax, assessment or other charge, in accordance with the terms of the Loan Agreement.

# UNOFFICIAL COPY

1.5. **Mechanic's and Other Liens.** Except as otherwise may be provided by the Loan Agreement, Mortgagor shall not permit or suffer any mechanic's, laborer's, materialman's, statutory or other lien or encumbrance (other than Permitted Liens) to be created upon or against the Mortgaged Property; provided, however, that Mortgagor may in good faith, by appropriate proceedings, contest the validity, applicability or amount of any asserted lien, in accordance with the terms of the Loan Agreement.

## 1.6. Insurance.

1.6.1. **Insurance Policies.** Mortgagor shall, at its sole expense, obtain for, deliver to, assign to and maintain for the benefit of Agent, until Mortgagor's Liabilities are paid in full, such policies of insurance as are required by the Loan Agreement.

1.6.2. **Adjustment of Loss; Application of Proceeds.** Except as otherwise may be provided by the Loan Agreement, Agent is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies covering the Mortgaged Property and to collect and receive the proceeds from any such policy or policies. The entire amount of such proceeds, awards or compensation shall be applied as provided in the Loan Agreement.

1.7. **Agent May Pay; Default Rate.** Upon Mortgagor's failure to pay any amount required to be paid by Mortgagor under any provision of this Mortgage, Agent may pay the same. Mortgagor shall pay to Agent on demand the amount so paid by Agent together with interest at a rate equal to the highest rate payable under the Loan Agreement after the occurrence of an "Event of Default" as such term is defined in the Loan Agreement (the "**Default Rate**") and the amount so paid by Agent, together with interest, shall be added to Mortgagor's Liabilities.

## 1.8. Intentionally Deleted.

1.9. **Transfer or Encumbrance of the Mortgaged Property.** Except as permitted by the Loan Agreement, Mortgagor shall not permit or suffer to occur any sale, assignment, conveyance, transfer, mortgage, lease or encumbrance of the Mortgaged Property, any part thereof, or any interest therein, without the prior written consent of Agent having been obtained.

1.10. **Further Assurances.** At any time and from time to time, upon Agent's request, Mortgagor shall make, execute and deliver, or cause to be made, executed and delivered, to Agent, and where appropriate shall cause to be recorded, registered or filed, and from time to time thereafter to be re-recorded, re-registered and refiled at such time and in such offices and places as shall be deemed desirable by Agent, any and all such further mortgages, security agreements, financing statements, instruments of further assurance, certificates and other documents as Agent may consider reasonably necessary in order to

# UNOFFICIAL COPY

effectuate or perfect, or to continue and preserve the obligations under, this Mortgage or the Guarantee.

1.11. **Assignment of Rents.** The assignment of Rents contained in Section (F) of the Granting Clauses of this Mortgage shall be fully operative without any further action on the part of either party, and, specifically, Agent shall be entitled, at its option, upon the occurrence of an Event of Default hereunder, to all Rents from the Mortgaged Property, whether or not Agent takes possession of such property. Such assignment and grant shall continue in effect until Mortgagor's Liabilities are paid in full and all obligations of Agent and Lenders under the Loan Agreement have been terminated, the execution of this Mortgage constituting and evidencing the irrevocable consent of Mortgagor to the entry upon and taking possession of the Mortgaged Property by Agent pursuant to such grant, whether or not foreclosure proceedings have been instituted. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Mortgagor shall have the right and authority to continue to collect the Rents from the Mortgaged Property as they become due and payable but not more than thirty (30) days prior to the due date thereof.

1.12. **After-Acquired Property.** To the extent permitted by, and subject to, applicable law, the lien of this Mortgage shall automatically attach, without further act, to all property hereafter acquired by Mortgagor located in or on, or attached to the Land or the Improvements, or used or intended to be used in connection with, or with the operation of, the Mortgaged Property or any part thereof.

1.13. **Leases Affecting Mortgaged Property.** Mortgagor shall comply with and perform in a complete and timely manner all of its obligations as landlord under all Leases affecting the Mortgaged Property or any part thereof. The assignment contained in Sections (F) and (G) of the Granting Clauses shall not be deemed to impose upon Agent any of the obligations or duties of the landlord or Mortgagor provided in any lease.

1.14. **Intentionally Deleted.**

## ARTICLE TWO DEFAULTS

2.1. **Event of Default.** The term "Event of Default," wherever used in this Mortgage, shall mean an "Event of Default" under and as defined in the Loan Agreement.

## ARTICLE THREE REMEDIES

3.1. **Acceleration of Maturity.** If an Event of Default shall have occurred, and is continuing, Agent may declare Mortgagor's Liabilities to be immediately due and payable in accordance with the provisions of the Loan Agreement, and upon such declaration Mortgagor's Liabilities shall immediately become and be due and payable without further demand or notice.

# UNOFFICIAL COPY

3.2. **Agent's Power of Enforcement.** If an Event of Default shall have occurred and is continuing, Agent may, either with or without entry or taking possession as provided in this Mortgage or otherwise, and without regard to whether or not Mortgagor's Liabilities shall have been accelerated, and without prejudice to the right of Agent thereafter to bring an action of foreclosure or any other action for any default existing at the time such earlier action was commenced or arising thereafter, proceed by any appropriate action or proceeding: (a) to enforce payment of Mortgagor's Liabilities or the performance of any term hereof or any of the other Loan Instruments; (b) to foreclose this Mortgage and to have sold, as an entirety or in separate lots or parcels, the Mortgaged Property; and (c) to pursue any other remedy available to it. Agent may take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, or both, as Agent may determine.

3.3. **Agent's Right to Enter and Take Possession, Operate and Apply Income.**

3.3.1. If an Event of Default shall have occurred and is continuing, (i) Mortgagor, upon demand of Agent, shall forthwith surrender to Agent the actual possession of the Mortgaged Property, and to the extent permitted by law, Agent itself, or by such officers or agents as it may appoint, is hereby expressly authorized to enter and take possession of all or any portion of the Mortgaged Property and may exclude Mortgagor and its agents and employees wholly therefrom and shall have joint access with Mortgagor to the books, papers and accounts of Mortgagor; and (ii) notwithstanding the provisions of any lease or other agreement to the contrary, Mortgagor shall pay monthly in advance to Agent, on Agent's entry into possession, or to any receiver appointed to collect the rents, income and other benefits of the Mortgaged Property, the fair and reasonable rental value for the use and occupation of such part of the Mortgaged Property as may be in possession of Mortgagor, or any entity affiliated with or controlled by Mortgagor, and upon default in any such payment Mortgagor shall vacate and surrender possession of such part of the Mortgaged Property to Agent or to such receiver, and in default thereof Mortgagor may be evicted by summary proceedings or otherwise.

3.3.2. If Mortgagor shall for any reason fail to surrender or deliver the Mortgaged Property or any part thereof after Agent's demand, Agent may obtain a judgment or decree conferring on Agent the right to immediate possession or requiring Mortgagor to deliver immediate possession of all or part of the Mortgaged Property to Agent, to the entry of which judgment or decree Mortgagor hereby specifically consents. Mortgagor shall pay to Agent, upon demand, all costs and expenses of obtaining such judgment or decree and reasonable compensation to Agent, its attorneys and agents, and all such costs, expenses and compensation shall, until paid, be secured by the lien of this Mortgage.

3.3.3. Upon every such entering upon or taking of possession, Agent, to the extent permitted by law, may hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof.

# UNOFFICIAL COPY

3.4. **Leases.** If Agent so elects, Agent is authorized to foreclose this Mortgage subject to or prior to the rights, if any, of any or all tenants of the Mortgaged Property. Agent may elect to foreclose the rights of some subordinate tenants while foreclosing subject to the rights of other subordinate tenants.

3.5. **Purchase by Agent.** Upon any foreclosure sale, Agent may bid for and purchase all or any portion of the Mortgaged Property and, upon compliance with the terms of the sale, may hold, retain and possess and dispose of such property in its own absolute right without further accountability.

3.6. **Application of Foreclosure Sale Proceeds.** The proceeds of any foreclosure sale of the Mortgaged Property or any part thereof received by Agent shall be applied by Agent to the indebtedness secured hereby in such order and manner as Agent may elect, subject to the terms of the Loan Agreement.

3.7. **Application of Indebtedness Toward Purchase Price.** Upon any foreclosure sale, Agent may apply any or all of the indebtedness and other sums due to Agent under the Notes, the Loan Agreement, this Mortgage or any other Loan Instrument to the price paid by Agent at the foreclosure sale, subject to the terms of the Loan Agreement.

3.8. **Waiver of Appraisement, Valuation, Stay, Extension and Redemption Laws.** Mortgagor hereby waives any and all rights of redemption. Mortgagor further agrees, to the full extent permitted by law, that in case of an Event of Default, neither Mortgagor nor anyone claiming through or under it will set up, claim or seek to take advantage of any reinstatement, appraisement, valuation, stay or extension laws now or hereafter in force, or take any other action which would prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Mortgaged Property or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser thereat. Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the Mortgaged Property marshalled upon any foreclosure of the lien hereof and agrees that Agent or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property in part or as an entirety. Mortgagor acknowledges that the transaction of which this Mortgage is a part is a transaction which does not include either agricultural real estate (as defined in Section 15-1201 of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 et seq.) (herein called the "Act")) or residential real estate (as defined in Section 15-1219 of the Act), and to the full extent permitted by law, hereby voluntarily and knowingly waives its rights to reinstatement and redemption as allowed under Section 15-1601 of the Act.

3.9. **Receiver - Agent in Possession.** If an Event of Default shall have occurred and is continuing, Agent, to the extent permitted by law and without regard to the value of the Mortgaged Property or the adequacy of the security for the indebtedness and other sums secured hereby, shall be entitled as a matter of right and without any additional



# UNOFFICIAL COPY

showing or proof, at Agent's election, to either the appointment by the court of a receiver (without the necessity of Agent posting a bond) to enter upon and take possession of the Mortgaged Property and to collect all rents, income and other benefits thereof and apply the same as the court may direct or to be placed by the court into possession of the Mortgaged Property as mortgagee in possession with the same power herein granted to a receiver and with all other rights and privileges of a mortgagee in possession under law. The right to enter and take possession of and to manage and operate the Mortgaged Property, and to collect all rents, income and other benefits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law and may be exercised concurrently therewith or independently thereof. Agent shall be liable to account only for such rents, income and other benefits actually received by Agent, whether received pursuant to this Section 3.9 or Section 3.3. Notwithstanding the appointment of any receiver or other custodian, Agent shall be entitled as pledgee to the possession and control of any cash, deposits or instruments at the time held by, or payable or deliverable under the terms of this Mortgage to Agent.

## **3.10. Mortgagor to Pay Mortgagor's Liabilities in Event of Default; Application of Monies by Agent.**

3.10.1. Upon occurrence and during the continuance of an Event of Default, Agent shall be entitled to sue for and to recover judgment against Mortgagor for Mortgagor's Liabilities due and unpaid together with costs and expenses, including, without limitation, the reasonable compensation, expenses and disbursements of Agent's agents, attorneys and other representatives, either before, after or during the pendency of any proceedings for the enforcement of this Mortgage; and the right of Agent to recover such judgment shall not be affected by any taking of possession or foreclosure sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the terms of this Mortgage, or the foreclosure of the lien hereof.

3.10.2. In case of a foreclosure sale of all or any part of the Mortgaged Property and of the application of the proceeds of sale to the payment of Mortgagor's Liabilities, Agent shall be entitled to enforce all other rights and remedies under the Loan Instruments.

3.10.3. Mortgagor hereby agrees, to the extent permitted by law, that no recovery of any judgment by Agent under any of the Loan Instruments, and no attachment or levy of execution upon any of the Mortgaged Property or any other property of Mortgagor, shall (except as otherwise provided by law) in any way affect the lien of this Mortgage upon the Mortgaged Property or any part thereof or any lien, rights, powers or remedies of Agent hereunder, but such lien, rights, powers and remedies shall continue unimpaired as before until Mortgagor's Liabilities are paid in full.

3.10.4. Any monies collected or received by Agent under this Section 3.10 shall be applied to the payment of compensation, expenses and disbursements of the agents, attorneys and other representatives of Agent, and the balance remaining shall be applied to the

# UNOFFICIAL COPY

payment of Mortgagor's Liabilities in accordance with the terms of the Loan Agreement, and any surplus, after payment of all Mortgagor's Liabilities, shall be paid to Mortgagor.

3.11. **Compliance with Illinois Mortgage Foreclosure Law.** In the event that any provision in this Mortgage shall be inconsistent with any provision of the Act, the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act. If any provision of this Mortgage shall grant to Agent any rights or remedies upon default of Mortgagor which are more limited than the rights that would otherwise be vested in Agent under the Act in the absence of said provision, Agent shall be vested with the rights granted in the Act to the full extent permitted by law. Without limiting the generality of the foregoing, all expenses incurred by Agent to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.

3.12. **Remedies Cumulative.** No right, power or remedy conferred upon or reserved to Agent or Lenders by the Notes, the Loan Agreement, this Mortgage or any other Loan Instrument or any instrument evidencing or securing Mortgagor's Liabilities is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Notes, the Loan Agreement or any other Loan Instrument or any instrument evidencing or securing Mortgagor's Liabilities, or now or hereafter existing at law, in equity or by statute.

## ARTICLE FOUR MISCELLANEOUS PROVISIONS

4.1. **Heirs, Successors and Assigns Included in Parties.** Whenever Mortgagor, Agent or Lenders are named or referred to herein, heirs and successors and assigns of such person or entity shall be included, and all covenants and agreements contained in this Mortgage shall bind the successors and assigns of Mortgagor, including any subsequent owner of all or any part of the Mortgaged Property and inure to the benefit of the successors and assigns of Agent and Lenders.

4.2. **Notices.** All notices, requests, reports, demands or other instruments required or contemplated to be given or furnished under this Mortgage to Mortgagor or Agent shall be directed to Mortgagor or Agent, as the case may be, in the manner and at the addresses for notice set forth in the Loan Agreement.

4.3. **Headings.** The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience only, are not to be considered a part hereof, and shall not limit, expand or otherwise affect any of the terms hereof.

# UNOFFICIAL COPY

4.4. **Invalid Provisions.** In the event that any of the covenants, agreements, terms or provisions contained in this Mortgage shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein (or the application of the covenant, agreement, term held to be invalid, illegal or unenforceable, to persons or circumstances other than those in respect of which it is invalid, illegal or unenforceable) shall be in no way affected, prejudiced or disturbed thereby.

4.5. **Changes.** Neither this Mortgage nor any term hereof may be released, changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the release, change, waiver, discharge or termination is sought.

4.6. **Governing Law.** The validity and interpretation of this Mortgage shall be governed by and in accordance with the internal laws of the State of Illinois, without regard to conflicts of law principles.

4.7. **Limitation of Interest.** The provisions of the Loan Agreement regarding the payment of lawful interest are hereby incorporated herein by reference.

4.8. **Future Advances.** This Mortgage is given to secure not only existing indebtedness, but also future advances (whether such advances are obligatory or are to be made at the option of Agent or Lenders, or otherwise) made by Agent or Lenders under the Notes or the Loan Agreement, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but the principal amount of all indebtedness secured hereby shall, in no event, exceed \$100,000,000.

4.9. **Last Dollar.** The lien of this Mortgage shall remain in effect until the last dollar of Mortgagor's Liabilities is paid in full and all obligations of Agent and Lenders under the Loan Agreement have been terminated.

4.10. **Release.** Upon full payment and satisfaction of Mortgagor's Liabilities and the termination of all obligations of Agent and Lenders under the Loan Agreement, and as otherwise required by the Loan Agreement, Agent shall issue to Mortgagor an appropriate release or satisfaction in recordable form.

4.11. **Time of the Essence.** Time is of the essence with respect to this Mortgage and all the provisions hereof.

4.12. **Loan Agreement.** The Loans are governed by terms and provisions set forth in the Loan Agreement and in the event of any conflict between the terms of this Mortgage and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

# UNOFFICIAL COPY

4.13. **Replacement of Notes.** Any one or more of the financial institutions which are or become a party to the Loan Agreement as Lenders may from time to time be replaced and, accordingly, one or more of the Notes may from time to time be replaced, provided that the terms of the Notes following such replacement, including the principal amount evidenced thereby, shall remain the same. As the indebtedness secured by this Mortgage shall remain the same, such replacement of the Notes shall not be construed as a novation and shall not affect, diminish or abrogate Mortgagor's liability under this Mortgage or the priority of this Mortgage.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

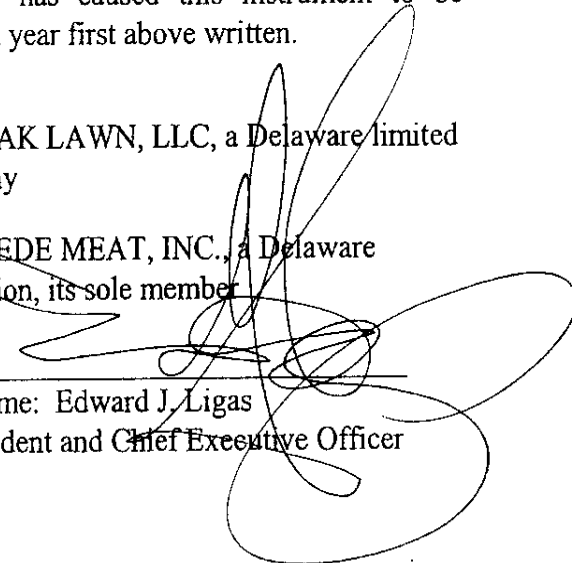
Property of Cook County Clerk's Office

# UNOFFICIAL COPY

IN WITNESS WHEREOF, Mortgagor has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.

STAMPEDE OAK LAWN, LLC, a Delaware limited liability company

By STAMPEDE MEAT, INC., a Delaware corporation, its sole member

By:   
Print Name: Edward J. Ligas  
Its: President and Chief Executive Officer

Property of Cook County Clerk's Office

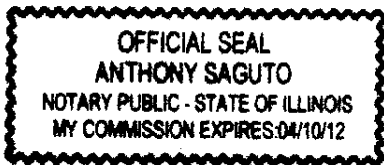
# UNOFFICIAL COPY

## ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

I, Anthony Saguto, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Edward J. Ligas, the President and Chief Executive Officer of STAMPEDE MEAT, INC., a Delaware corporation, the sole member of STAMPEDE OAK LAWN, LLC, a Delaware limited liability company, personally known to me to be the same persons whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30 day of December, 2008.



[Signature]  
Notary Public  
My Commission Expires:  
4-10-12

# UNOFFICIAL COPY

## EXHIBIT A

### Legal Description

P.I.N.           24-16-300-034-0000  
                   24-16-300-035-0000  
                   24-16-300-083-0000

Address:       10841 South Central Avenue, Oak Lawn, Illinois

### LEGAL DESCRIPTION

#### Parcel 1:

A tract of land comprising part of Lots 12 and 13 in School Trustees Subdivision of Section 16, Township 37 North, Range 13 East of the Third Principal Meridian, said tract of land being all that part of the Southwest  $\frac{1}{4}$  of said Section 16, as lies within the following described tract:

The East 30 feet of the West 80 feet of the North 98 feet of the South 1,417 feet of said Southwest  $\frac{1}{4}$  of Section 16, in Cook County, Illinois.

#### Parcel 2:

All that part of Lots 12 and 13 in School Trustees Subdivision of Section 16 which lies within the North 98 feet of the South 1417 feet of the east 300 feet of the West 380 feet of the South west  $\frac{1}{4}$  of Section 16, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

#### Parcel 3:

A tract of land comprising part of Lots 12 and 13 in School Trustees Subdivision of Section 16, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois said tract of land being described as follows:

Beginning at a point on a line drawn with and 1199 feet North of the South line of said Section 16, said point being 546.76 feet East of the West line of said section; and running thence West along said parallel line a distance of 166.76 feet to an intersection with a line drawn parallel with and 380 feet East of said West line of section 16; thence North along the last described parallel line, a distance of 218 feet; thence East, parallel with said South line of Section 16, a distance of 189.81 feet to an intersection with the Southwesterly line of the 66 foot right of way of the Baltimore and Ohio, Chicago Terminal Railroad; thence Southeasterly along said right of way line, being a curve line, convexed Northeasterly and having a radius 2919 feet, a distance of 226.71 feet to a point 1253.10 feet North of said South line 725.93 feet East of said West line of Section 16; thence Southwesterly along a radial line to said curved right a way line, a distance of 60 feet; thence Northwesterly along a curved line, convexed Northeasterly, concentric with said curved right a way line and having a radius of 2859 feet, a distance of 81.09 feet; thence Southwesterly along a radial line to the last described curved line, a distance of 108.87 feet to the point of beginning, in Cook County, Illinois.