

UNOFFICIAL COPY

09061490

89670009 32 001 Page 1 of 38
1999-11-10 10:36:24
Cook County Recorder 95.50



09061490

**THIS INSTRUMENT IS EXEMPT
FROM ALL TRANSFER AND RECORDATION TAX,
STAMP TAX, SALES AND USE TAX, AND SIMILAR TAXES
BY OPERATION OF 11 U.S.C. §1146(c)**

AND IN ACCORDANCE WITH THAT CERTAIN ORDER DATED AUGUST 18, 1999
CONFIRMING DEBTORS' AMENDED JOINT PLAN OF REORGANIZATION,
AS ENTERED IN THE CASE STYLED IN RE: LONG JOHN SILVER'S RESTAURANTS,
INC., ET. AL.

(CASE Nos. 98-1164 to 98-1169 (MFW))
IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

AFTER RECORDING MAIL TO:

Benjamin S. Cohen
LandAmerica National Commercial Services
888 West Sixth Street, 4th Floor
Los Angeles, CA 90017



99-04405, 8 of 8
LEASEHOLD OPEN-END MORTGAGE

697329.4

38/99

OPEN-END LEASEHOLD MORTGAGE
(THIS MORTGAGE SECURES FUTURE ADVANCES)

Maximum Principal Amount \$75,000,000.00

THIS OPEN-END LEASEHOLD MORTGAGE ("Mortgage") is made as of the 1st day of September, 1999, by LONG JOHN SILVER'S INC., a Delaware corporation, with a mailing address of P.O. Box 11988, Lexington, Kentucky 40579-1988 (hereinafter referred to as "Mortgagor") to THE PROVIDENT BANK, AS AGENT, an Ohio banking corporation with a mailing address of One East Fourth Street, Cincinnati, Ohio 45202 (hereinafter, together with its successors and assigns called "Mortgagee"). All capitalized terms used herein shall have the meaning assigned to them in the Loan and Security Agreement dated as of September 1, 1999 (together with all amendments, modifications or substitutions thereof, shall hereinafter be referred to as the "Loan Agreement") unless the context hereof requires otherwise.

WHEREAS, pursuant to the terms of the Loan Agreement, by and among Mortgagor and Long John Silver's Restaurants, Inc., a Kentucky corporation (collectively, the "Borrowers"), Yorkshire Global Restaurants, Inc., a Maryland corporation and Mortgagee, and various other lending institutions described therein (Mortgagee and the various other lending institutions and their respective successors and assigns shall hereinafter be referred to as the "Lenders") all with a post office address of One East Fourth Street, Cincinnati, Hamilton County, Ohio 45202, the Lenders have agreed to make the loans listed on Schedule 1 attached hereto (collectively, hereinafter referred to as the "Loans").

WHEREAS, pursuant to the terms of the Loan Agreement, Borrowers, in connection with the Loans have executed and delivered to Lenders certain promissory notes listed on Schedule 1 attached hereto, all dated as of the date hereof (these promissory notes, together with any renewals, extensions or modifications thereof and all notes issued in substitution or replacement therefor shall hereinafter be referred to as the "Notes"); and

WHEREAS, the Loans are made pursuant to the terms and in accordance with and reliance upon certain other agreements and documents which include without limitation, the Loan Agreement, the Notes, the Security Documents and certain other certificates, instruments and other related documents.

WHEREAS, pursuant to the Loan Agreement, Lenders have appointed Mortgagee as their Agent to administer the Loan Agreement and other Loan Documents including, without limitation, this Mortgage, for the benefit of Lenders.

ARTICLE 1.

The Grant

NOW THEREFORE, in consideration of the making of the Loans, Mortgagor does hereby agree that this Mortgage shall secure the following: (a) the prompt payment of the indebtedness evidenced by the Notes, with interest thereon and any late or other charges imposed in accordance with the terms thereof; and (b) the payment, performance and observance by Mortgagor of all of the covenants and conditions contained in the Loan Agreement, the Notes, this Mortgage, and the other Loan Documents; (items (a) and (b) shall hereinafter collectively be referred to as the "Indebtedness Hereby Secured"), and in order to charge the properties, interests and rights hereinafter described with such payment, performance and observance, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor does hereby mortgage, warrant, grant, bargain, sell, assign, encumber, convey and grant to Mortgagee, all of the estate, title and interest of Mortgagor in the leasehold estates in that certain real property more particularly described on Exhibit A attached hereto and by reference made a part hereof ("Real Property");

TOGETHER WITH, all and singular, the Mortgagor's leasehold interest in (i) the tenements, hereditaments, and appurtenances thereto belonging, (ii) all present and future buildings, structures, annexations, access rights, rights-of-way or use, servitudes, licenses and improvements thereon, and (iii) all of the rights, privileges, licenses, easements and appurtenances belonging to such Real Property, together with all of the estates and rights in and to lands lying in streets, alleys and roads adjoining the said Real Property (collectively, the "Improvements") and all Mortgagor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all personal property described on Schedule 2 attached hereto (collectively, the "Personal Property"). Mortgagor's interest in said Real Property, Improvements and Personal Property are hereinafter referred to as the "Premises".

Mortgagee is hereby subrogated to the rights of all mortgagees, lien holders and owners paid off by the proceeds of the Loans secured hereby.

TO HAVE AND TO HOLD, the Premises unto the Mortgagee, its successors and assigns forever, for the use and purposes hereinafter set forth.

ARTICLE 2.

Representations and Warranties

2.1 Title. Mortgagor does hereby represent and warrant to Mortgagee that it is lawfully seized of an indefeasible leasehold estate in and has good and absolute leasehold title to the Premises under that certain lease document identified on Exhibit B attached hereto and made a part hereof (the

"Lease); and Mortgagor has full power to convey the same and to execute this Mortgage; that the Premises are free, clear and unencumbered of all easements, restrictions and liens whatsoever, except those easements and restrictions which do not adversely affect in any material respect any use of the Premises as permitted under the Lease and except those liens, if any, which have been created by the owner of the fee simple interest in the Real Property or placed against such fee simple interest which likewise do not adversely affect in any material respect any use of the Premises and except Permitted Liens (as defined in the Loan Agreement); that Mortgagor specially does warrant and will defend the title to the Premises against the claims and demands of all persons claiming by, through or under Mortgagor, excepting matters of record on the date hereof, and matters that do not breach the terms of the Lease; that there are no suits or proceedings pending or threatened against or affecting Mortgagor and/or the Premises not previously disclosed to Mortgagee in writing or which is reasonably likely to have a material adverse affect on any use of the Premises as permitted under the Lease; that Mortgagor will keep and observe all of the terms of this Mortgage on Mortgagor's part to be performed; that Mortgagor will make any further assurances of title that Mortgagee may reasonably require; that the Lease is in full force and effect in accordance with its terms and has not been amended or modified in any manner, nor has any provision thereof been waived by either party thereto; that the granting of the Mortgage is not an event of default under the Lease, and that no event of default has occurred under the Lease and no event has occurred and is continuing which with notice or the passage of time, or both, would constitute an event of default under any of the provisions thereof. So long as no Event of Default (as hereinafter defined) shall have occurred and be continuing, Mortgagor shall have possession of the Premises and shall have the right to use and enjoy the same.

ARTICLE 3.

Covenants

Mortgagor further covenants and agrees with Mortgagee as follows.

3.1 Insurance. To obtain and keep in full force and effect all liability and property insurance as required under the terms of the Loan Agreement and to obtain and maintain any other insurance concerning the Premises as Mortgagee may reasonably require. Notwithstanding anything to the contrary herein, (i) the covenant in this Section 3.1 shall be deemed satisfied provided Mortgagor obtains and keeps in full force and effect all liability and property insurance as required under the terms of the Lease and (ii) in the event of a conflict of terms, the terms of the Lease relating to insurance shall prevail over the terms of this Mortgage or the Loan Agreement with respect to the Premises.

3.2 Taxes. To pay, when due according to law, all taxes, assessments and other charges which are now due or may hereafter be imposed or assessed upon the Premises or any part thereof or that may be imposed or assessed against the holder of this Mortgage and the Notes by reason of ownership thereof by any authority, be it federal, state, county or city; provided, however, Mortgagor

shall have the right to contest the validity of any tax owed on the Premises or any part thereof by timely and appropriate proceedings so long as Mortgagor shall (a) give Mortgagee written notice of Mortgagor's intention to contest; (b) diligently prosecute any such contest; (c) provide Mortgagee with evidence satisfactory to Mortgagee, in its reasonable discretion, that the governmental body imposing the tax has effectively stayed or waived its right to impose a lien on the Premises as a result of Mortgagor's failure to pay such taxes or that such right is otherwise stayed or waived during such contest; (d) all times effectively stay or prevent any official or judicial sale of the Premises; and (e) establish reasonable reserves for the taxes being contested if Mortgagee reasonably determines such reserves to be necessary. Upon the failure of Mortgagor to properly pay such taxes, assessments and other charges, if such taxes, assessments or other charges are not contested as set forth in the immediately preceding sentence, Mortgagee shall have the option to pay and discharge the same without notice to Mortgagor, and any sum so expended by Mortgagee, shall at once become indebtedness owing from Mortgagor to Mortgagee, shall be immediately due and payable by Mortgagor with interest thereon to the extent legally enforceable at the Default Rate (as defined in the Loan Agreement) and shall together be added to the Indebtedness Hereby Secured. Upon the request of Mortgagee, Mortgagor will promptly provide Mortgagee with evidence of payment of the above taxes, assessments and other charges imposed or assessed upon the Premises. Notwithstanding anything to the contrary herein, (i) the covenant in this Section 3.2 shall be deemed satisfied provided Mortgagor pays (or contests) all taxes, assessments and other charges as required or permitted under the terms of the Lease, and (ii) in the event of a conflict of terms, the terms of the Lease relating to taxes, assessments and other charges shall prevail over the terms of this Mortgage or the Loan Agreement with respect to the Premises. Anything in this Section to the contrary notwithstanding, the foregoing provisions of this Section shall not apply to any taxes charged upon or by reference to the overall net income, profits or gains of Lenders.

3.3 Tax and Insurance Escrow Deposits. In the event of either (1) Mortgagor's failure to pay all taxes and assessments pursuant to Section 3.2 herein or failure to maintain insurance in accordance with the terms of Section 3.3 herein, or; (2) an Event of Default occurs under the Notes, the Mortgage, this Mortgage or any of the Loan Documents, Mortgagor shall, at Mortgagee's request, pay to Mortgagee monthly on or before the first of each month, an amount equal to 1/12th of the annual premiums for the insurance policies referred to hereinabove and the annual real estate taxes, assessments, charges or claims, and any other items which at any time may be or become a lien upon the Premises prior to the lien of this Mortgage. The amounts so paid shall be security for the insurance premiums, real estate taxes and other items and shall be used in payment thereof; if Mortgagor is not otherwise in default hereunder. However, if pursuant to any provision of this Mortgage or the Notes, the whole amount of the unpaid principal debt becomes due and payable, Mortgagee shall have the right, at its election, to apply any amount so held against the entire Indebtedness Hereby Secured. At Mortgagee's option, Mortgagee from time to time may waive, and after any such waiver, may reinstate the provisions of this Section requiring the monthly payments prescribed herein. Notwithstanding anything to the contrary herein, (i) the covenant in this Section 3.3 shall be deemed satisfied provided Mortgagor complies with the terms of the Lease regarding

taxes and assessments, escrow deposits and tax and insurance impounds and (ii) and in the event of a conflict of terms, the terms of the Lease relating to taxes, assessments, escrow deposits and tax and insurance impounds shall prevail over the terms of this Mortgage or the Loan Agreement with respect to the Premises.

3.4 Condition of Property; Compliance with Law; Waste. To keep the Premises in good condition and repair and to make, or cause to be made subject to the terms of the Lease, all structural and nonstructural repairs and maintenance necessary and to cause all repairs and maintenance to be done in a good and workmanlike manner; not to commit or permit waste on the Premises or remove or permit the removal of any building, improvement or fixture from the Premises; not to perform or permit any act which may in any way impair the value of the Premises or allow changes in the use for which the Premises was intended at the time this Mortgage was executed. Notwithstanding anything to the contrary herein, (i) the covenant in this Section 3.4 shall be deemed satisfied provided Mortgagor keeps the Premises in such condition, performs such repairs and maintenance of the Premises and complies with all laws as required or permitted under the terms of the Lease, and (ii) in the event of a conflict of terms, the terms of the Lease relating to the condition of the property, compliance with laws and waste shall prevail over the terms of this Mortgage or the Loan Agreement with respect to the Premises.

3.5 Condemnation. To promptly notify Mortgagee of any action or proceeding relating to any condemnation or other taking, whether direct or indirect of the Premises, or part thereof, and, subject to the terms of the Lease, Mortgagor shall appear in and prosecute any such action or proceedings unless otherwise directed by Mortgagee in writing. Subject to the terms of the Lease, the proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Premises or any part thereof, or for conveyance in lieu of condemnation, are hereby assigned to and shall be paid to Mortgagee; and all condemnation money so received may, at the option of Mortgagee (a) be applied to the Indebtedness Hereby Secured in accordance with the terms of the Loan Agreement, or (b) be paid over wholly or in part to Mortgagor for the purpose of completing, altering, restoring, or rebuilding any part of the Premises which may have been impaired, altered, damaged, or destroyed as a result of any such taking of the Premises, or for any other purposes satisfactory to Mortgagee. Notwithstanding anything to the contrary herein, (i) the covenant in this Section 3.5 shall be deemed satisfied provided Mortgagor complies with the terms of the Lease regarding casualty and condemnation, and (ii) in the event of a conflict of terms, the terms of the Lease relating to casualty and condemnation shall prevail over the terms of this Mortgage or the Loan Agreement with respect to the Premises

3.6 Construction. To notify and obtain the written approval of Mortgagee, which approval shall not be unreasonably withheld or delayed, prior to undertaking any construction or renovation on the Premises if the cost to complete such construction or renovation will exceed [One Hundred Twenty-Five Thousand and 00/100 Dollars (\$125,000.00)] per project; to comply with all

applicable lien laws and all requirements of Mortgagee in connection therewith; and to diligently undertake, perform and complete on a timely basis and in a good and workmanlike manner any such construction approved by Mortgagee in accordance with the schedules and plans and specifications provided to Mortgagee and any other representations made to Mortgagee. Notwithstanding anything to the contrary herein (i) the covenant in this Section 3.6 shall be deemed satisfied provided Mortgagor, complies with the terms of the Lease regarding construction or renovation, and (ii) in the event of a conflict of terms, the terms of the Lease relating to construction or renovation shall prevail over the terms of this instrument or the Loan Agreement with respect to the Premises.

3.7 Environmental Conditions. Mortgagor represents and warrants to Mortgagee (a) that Mortgagor has no knowledge or information which would put a reasonable person on notice or cause such person to make inquiry concerning the likelihood or presence of any hazardous waste condition or any factor contributing to a risk to the environment located on or emanating from the Premises, except as otherwise disclosed to Mortgagee in writing; (b) that no environmental enforcement action(s) against or concerning the Premises are pending or threatened, except as otherwise disclosed to Mortgagee in writing, and Mortgagor will notify Mortgagee if any such action is commenced; (c) that Mortgagor will maintain and operate the Premises during the term of the Mortgage in compliance, in all material respects, with all applicable environmental laws of the state where the Premises are located and of the United States of America; (d) that Mortgagor will remedy any contamination that may be discovered on the Premises, to the extent required under the terms of the Loan Agreement; and (e) the Mortgagor will indemnify and hold Mortgagee harmless from and against all losses or damages arising from hazardous waste conditions or risks to the environment which will result in claims against or liability of Mortgagee as holder of this Mortgage or subsequent owner of the Premises.

3.8 Indemnification of Mortgagee. To indemnify Mortgagee for and hold Mortgagee harmless from and against any loss suffered or any liability, cost or expense, including without limitation, reasonable attorneys' fees, incurred by Mortgagee on account of any damage to the person or property of the parties hereto or of any third parties by reason of or in connection with the use, operation, maintenance, repair or management of the Premises, whether or not such damage is partly due to the negligence of Mortgagee's, or its employees or agents, unless such damage was caused solely by the act or acts of Mortgagee or its employees or agents while on the Premises. Mortgagor shall undertake, at its sole expense and through counsel satisfactory to Mortgagee, the defense of Mortgagee in any lawsuit commenced as the result, or alleged to be the result, of injury or damage occurring by reason of or in connection with the use, operation, maintenance, repair or management of the Premises.

3.9 Compliance with Lease. Mortgagor shall (i) pay all rents, additional rents, and other sums required to be paid by Mortgagor as tenant under and pursuant to provisions of the Lease, (ii) diligently perform and observe all the terms, covenants and conditions of the Lease on the part of Mortgagor as tenant thereunder to be performed and observed, unless such performance or

observance shall be waived in writing by the lessor, to the end that all things shall be done which are necessary to keep unimpaired the rights of Mortgagor as tenant under the Lease; and (iii) promptly notify Mortgagee of the giving of any notice by the lessor under the Lease to Mortgagor of any default by Mortgagor in the performance or observance of any of the terms, covenants or conditions of the Lease on the part of Mortgagor as tenant thereunder to be performed or observed and deliver to Mortgagee a true copy of such notice. Mortgagor shall not, without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld or delayed, surrender the Lease or terminate or cancel the Lease, either orally or in writing and Mortgagor does hereby collaterally assign to Mortgagee, as further security for the payment of the Indebtedness Hereby Secured and for the performance and observance of the terms, covenants and conditions of this Mortgage, all of the rights and privileges of Mortgagor as tenant under the Lease to surrender the leasehold estate created by the Lease or to terminate or cancel the Lease and, any such surrender of the Lease or termination or cancellation of the Lease without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld or delayed, shall be void and of no force and effect. Mortgagor shall not modify, change, supplement, alter or amend the Lease in any material respect without the Mortgagee's consent, which shall not be unreasonably withheld or delayed. Mortgagor does hereby collaterally assign to Mortgagee, as further security for the payment of the Indebtedness Hereby Secured and for the performance and observance of the terms, covenants and conditions of this Mortgage, all of the rights and privileges of Mortgagor as tenant under the Lease. If Mortgagor shall default in the performance or observance of any term, covenant or condition of the Lease on the part of Mortgagor as tenant thereunder to be performed or observed, then, without limiting the generality of the other provisions of this Mortgage and without waiving or releasing Mortgagor from any of its obligations hereunder, Mortgagee shall have the right, upon ten (10) days prior written notice to Mortgagor, but shall be under no obligation, to pay any sums and to perform any act or take any action as may be appropriate to cause all of the terms, covenants and conditions of the Lease on the part of Mortgagor, as tenant thereunder, to be performed or observed on behalf of Mortgagor, to the end that the rights of Mortgagee in, to and under the Lease shall be kept unimpaired and free from default. If Mortgagee shall make any payment or perform any act or take action in accordance with the preceding sentence, then all sums expended and costs or expenses incurred by Mortgagee in connection therewith, shall be paid by Mortgagor to Mortgagee upon demand and all such sums, costs or expenses shall be deemed to be secured by the lien of this Mortgage and shall be repaid with interest at the Default Rate. In any such event, Mortgagee and any person designated by it shall have and are hereby granted the right to enter upon the Premises at any time and from time to time for the purpose of taking any such action. Mortgagor shall, from time to time, make reasonable efforts to obtain from lessor, under the Lease, such certificates of estoppel with respect to compliance by Mortgagor with the terms of the Lease which may be requested by Mortgagee. Notwithstanding the foregoing to the contrary, Mortgagee's consent shall not be required for a termination of the Lease in accordance with the terms of the Lease.

ARTICLE 4.

Events of Default

Each of the following shall be deemed to be an "Event of Default":

4.1 The failure to obtain and keep in force at all times all insurance on the Premises and contents thereof and other insurance coverages in accordance with the terms of the Loan Agreement and such failure continues for thirty (30) days after written notice is given by Mortgagee to Mortgagor in accordance with the notice provision in the Loan Agreement, provided, however, such failure shall not be an Event of Default if all liability and property insurance required under the Lease is in full force and effect with respect to the Premises;

4.2 The occurrence of any event of default or breach under the terms of the Lease, which event of default or breach remains uncured beyond any applicable grace or cure period under the terms of the Lease; and

4.3 The occurrence of any Event of Default under the Loan Agreement or any of the other Loan Documents.

ARTICLE 5.

Remedies

5.1 Mortgagee's Remedies. Upon the occurrence of an Event of Default, Mortgagee shall have the right to exercise all rights and remedies provided by law or in equity to which Mortgagee is entitled, including without limitation, (a) the right to proceed to protect and enforce its rights by any action at law, in equity or other appropriate proceeding, whether for the specific performance of any agreement contained herein or for an injunction against a violation of any of the terms, conditions, or provisions hereof or in the aid of the exercise of any power granted hereby or by law; (b) the right to declare the entire amount of the Notes and all interest thereon, or, at its option, any part of the foregoing, to be immediately due and payable without further demand or notice; (c) the right to, at any time or from time to time, proceed at law or in equity or otherwise to foreclose the lien on this Mortgage as against all of the Premises; (d) upon the filing of a suit or other commencement of judicial proceeding to enforce the rights of Mortgagee under this Mortgage, Mortgagee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Premises and to receive all receipts therefrom pending such proceedings, with such power as the court making such appointment shall confer; (e) the right to exercise all other rights and remedies granted by this Article 5; and (f) the right to demand that Mortgagor surrender the possession of the Premises subject to the rights of any lessee, to take possession of all or any part of the Premises

together with all books, papers and accounts of Mortgagor pertaining thereto and to operate and manage the same and from time to time to make all needful repairs and improvements as Mortgagee may deem reasonable; and to sublease the Premises or any part thereof in the name of and for the account of Mortgagor, if permitted by the terms of the Lease or if the consent of the lessor under the Lease is obtained, and to collect and receive and sequester the rents, revenues and other income after deducting all proper costs and expenses of so taking, holding and managing the same including reasonable compensation to Mortgagee for holding and managing the Premises or any part thereof.

5.2 Rights and Remedies Cumulative; No Waiver or Release of Obligation. The rights and remedies of Mortgagee as provided in this Mortgage, the Loan Agreement and in the Notes, and in the warranties contained herein and therein shall be cumulative and concurrent, may be pursued separately, successively or together against Mortgagor or against the Premises, or both, in the sole discretion of Mortgagee, and may be exercised as often as occasion therefor shall arise.

Any failure by Mortgagee to insist upon strict performance by Mortgagor of any of the terms and provisions of this Mortgage, the Loan Agreement or of the Notes shall not be deemed a waiver of any of the terms or provisions of this Mortgage, the Loan Agreement or the Notes. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein; every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any default or Event of Default hereunder by Mortgagee shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

Mortgagee may release, regardless of consideration, any part of the security held for the indebtedness secured by this Mortgage without, as to the remainder of the security, in any way impairing or affecting the lien of this Mortgage or its priority over any subordinate lien.

5.3 Expenses. Upon an Event of Default hereunder, Mortgagor shall pay to Mortgagee such further amount as shall be sufficient to reimburse it fully for all costs and expenses of collection of the Notes and the enforcement of any security for the Notes including without limitation, Mortgagee's fees and expenses for enforcing this Mortgage or any rights hereunder or under the Loan Agreement, reasonable attorneys', accountants' and appraisers' fees and expenses, court costs and any taxes and fees or governmental charges incident to such enforcement of rights and collection.

5.4 Security Interest. In order to further secure the payment of the Indebtedness Hereby Secured, and the performance of the obligations, covenants, agreements, warranties, and undertakings of Mortgagor hereinafter described, Mortgagor hereby grants to Mortgagee a security interest in any Personal Property listed on Schedule 2 attached hereto (herein sometimes collectively called the "Collateral"). In addition to its rights hereunder or otherwise, Mortgagee shall have all

of the rights of a secured party under the applicable law in the State in which the Premises is located or under the Uniform Commercial Code in force in the State in which the Premises is located (the "UCC") or any other state to the extent the same is applicable law.

5.5 Uniform Commercial Code. Upon the occurrence of an Event of Default, without limitation of Mortgagee's rights of enforcement with respect to the Collateral or any part thereof in accordance with the procedures for foreclosure of real estate, Mortgagee may exercise its rights of enforcement with respect to the Collateral or any part thereof under the UCC and in conjunction with, in addition to or in substitution for those rights and remedies:

(a) Mortgagee may enter upon Mortgagor's premises to take possession of, assemble and collect the Collateral or to render it unusable.

(b) Mortgagee may require Mortgagor to assemble the Collateral and make it available at a place Mortgagee designates which is mutually convenient to allow Mortgagee to take possession or dispose of the Collateral.

(c) Written notice mailed to Mortgagor as provided herein at least five (5) days prior to the date of public sale of the Collateral or prior to the date after which private sale of the Collateral will be made shall constitute reasonable notice.

(d) Any sale made pursuant to the provisions of this Section shall be deemed to have been a public sale conducted in a commercially reasonable manner if held contemporaneously with and upon the same notice as required for the sale of the Premises under foreclosure sale as provided in this Article.

(e) In the event of a foreclosure sale under judgment of a court, the Collateral and the Premises may, at the option of Mortgagee, be sold as a whole.

(f) It shall not be necessary that Mortgagee take possession of the Collateral or any part thereof prior to the time that any sale pursuant to the provisions of this Article is conducted and it shall not be necessary that the Collateral or any part thereof be present at the location of such sale.

(g) Any and all statements of fact or other recitals made in any bill of sale or assignment or other instrument evidencing any foreclosure sale hereunder as to nonpayment of the Indebtedness Hereby Secured or as to the occurrence of any default, or as to Mortgagee having declared all of the Indebtedness Hereby Secured to be due and payable, or as to notice of time, place and terms of sale and of the properties to be sold having been

-12-

duly given, or as to any other act or thing having been duly done by Mortgagee, shall be taken as prima facie evidence of the truth of the facts so stated and recited.

(h) Mortgagee may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Mortgagee, including the sending of notices and the conduct of the sale, but in the name and on behalf of Mortgagee.

5.6 Proceeds of Foreclosure. The proceeds of any sale held by Mortgagee or any receiver or public officer in foreclosure of the liens and security interests evidenced hereby shall be applied:

FIRST, to the payment of all necessary costs and expenses incident to such foreclosure sale, including but not limited to all reasonable attorneys' fees and legal expenses, and all court costs and charges of every character in the event foreclosed by suit,

SECOND, to the payment of the Indebtedness Hereby Secured (including specifically without limitation the principal, accrued interest and reasonable attorney's fees due and unpaid on the Notes and the amounts due and unpaid and owed to Mortgagee under this Mortgage) in such manner and order as Mortgagee may elect; and

THIRD, the remainder, if any there shall be, shall be paid to Mortgagor, or to Mortgagor's heirs, devisees, representatives, successors or assigns, or such other persons as may be entitled thereto by law; provided, however, that if Mortgagee is uncertain which person or persons are so entitled, Mortgagee may interplead such remainder in any court of competent jurisdiction, and the amount of any reasonable attorneys' fees, court costs and expenses incurred in such action shall be deemed to be a portion of the Indebtedness Hereby Secured, reimbursable (without limitation) from such remainder.

5.7 Mortgagee as Purchaser. Mortgagee shall have the right to become the purchaser at any sale held by any receiver or public officer or at any public sale, and any Mortgagee purchasing at any such sale shall have the right to credit upon the amount of the bid made therefor, to the extent necessary to satisfy such bid, the Indebtedness Hereby Secured owing to such Mortgagee, or if such Mortgagee holds less than all of such indebtedness the pro rata part thereof owing to such Mortgagee, accounting to all other Mortgagees not joining in such bid in cash for the portion of such bid or bids apportionable to such nonbidding Mortgagee or Mortgagees.

5.8 Scope of Mortgage. This Mortgage is a mortgage of both a leasehold interest in real property and Personal Property, if any, listed on Schedule 2 attached hereto, a security agreement, a financing statement and an assignment and also covers proceeds and a leasehold interest in fixtures, to the extent that a security interest in fixtures has been granted hereunder.

5.9 Effective as a Financing Statement. This Mortgage shall be effective as a financing statement covering any Collateral and may be filed in any appropriate filing or recording office. The mailing address of Mortgagor is the address of Mortgagor set forth at the end of this Mortgage and the address of Mortgagee from which information concerning the security interests hereunder may be obtained is the address of Mortgagee set forth in the first paragraph of the first page of this Mortgage.

5.10 Compliance with Usury Laws. It is the intent of Mortgagor and Mortgagee and all other parties to the Loan Documents to conform to and contract in strict compliance with applicable usury law from time to time in effect. All agreements between Mortgagee and Mortgagor (or any other party liable with respect to any indebtedness under the Loan Documents) are hereby limited by the provisions of this Section which shall override and control all such agreements, whether now existing or hereafter arising and whether written or oral. In no way, nor in any event or contingency (including but not limited to prepayment, default, demand for payment, or acceleration of the maturity of any obligation), shall the interest contracted for, charged or received under this Mortgage, the Notes or otherwise, exceed the maximum amount permissible under applicable law. If, from any possible construction of any document, interest would otherwise be payable in excess of the maximum lawful amount, any such construction shall be subject to the provisions of this Section and such document shall be automatically reformed and the interest payable shall be automatically reduced to the maximum amount permitted under applicable law, without the necessity of execution of any amendment or new document. If Mortgagee shall ever receive anything of value which is characterized as interest under applicable law and which would apart from this provision be in excess of the maximum lawful amount, an amount equal to the amount which would have been excessive interest shall, without penalty, be applied to the reduction of the principal amount owing on the Indebtedness Hereby Secured in the inverse order of its maturity and not to the payment of interest, or refunded to Mortgagor or the other payor thereof if and to the extent such amount which would have been excessive exceeds such unpaid principal. The right to accelerate maturity of the Notes or any other Indebtedness Hereby Secured does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and Mortgagee does not intend to charge or receive any unearned interest in the event of acceleration. All interest paid or agreed to be paid to Mortgagee shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full stated term (including any renewal or extension) of such indebtedness so that the amount of interest on account of such indebtedness does not exceed the maximum permitted by applicable law. As used in this Section, the term "applicable law" shall mean the laws of the State in which the Premises is located or the federal laws of the United States applicable to this transaction, whichever laws allow the greater interest, as such laws now exist or may be changed or amended or come into effect in the future.

ARTICLE 6.

Miscellaneous

6.1 Binding Effect. All of the terms, covenants and conditions of this Mortgage shall bind Mortgagor and its respective heirs, devisees, administrators, executors, successors and assigns and shall inure to the benefit of and be available to Mortgagee, and its successors and assigns.

6.2 Interpretation; Time of the Essence. All references to Mortgagor and Mortgagee shall be read in the singular or plural and in the masculine, feminine or neuter gender, as the sentence may require. Time is of the essence with respect to each and every obligation of Mortgagor under the Notes, the Mortgage and the other Loan Documents.

6.3 Governing Law. This Mortgage shall be governed by the laws of the State in which the Premises is located. In the event that any provision of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage, the Loan Agreement or the Notes which can be given affect without the conflicting provisions, and to this end the provisions of this Mortgage are declared to be severable.

6.4 Covenants Run With Land. All of the covenants of this Mortgage shall run with the land constituting the Premises.

6.5 Headings. The headings to the articles and sections hereof are for reference only and do not limit in any way the content thereof.

6.6 Additional Assurances. Mortgagor hereby agrees to promptly execute and deliver such further instruments and assurances and will do such further acts as Mortgagee may reasonably request to perfect the security interest of Mortgagee in all or any portion of the Premises and/or to more effectively carry out the purposes of the Loan Agreement, Notes, Mortgage and/or other Loan Documents.

6.7 Future Advances. The parties hereto intend and agree that this Mortgage shall secure (i) any indebtedness arising under any line of credit or revolving credit plan and (ii) unpaid balances of any loan advances, whether obligatory or not, made by Mortgagee after this Mortgage is delivered to the County Recorder/Clerk, or County Recorder of Deeds for record to the extent that the total unpaid indebtedness, exclusive of interest thereon, does not exceed the maximum amount of unpaid loan indebtedness which may be outstanding at the time, which is Seventy-Five Million and 00/100 Dollars (\$75,000,000.00). In addition, this Mortgage shall also secure any accrued interest on the indebtedness and all unpaid balances of advances made for the payment of taxes, assessments, insurance premiums, reasonable attorney's fees or costs incurred for the protection of the Premises.

Mortgagor further covenants and agrees to repay all such loan advances with interest, and agrees that the covenants contained in this Mortgage shall apply to such loan advances as well.

6.8 **Obligations Unconditional.** The obligations of Mortgagor to make payments of any and all amounts due hereunder shall be absolute and unconditional without defense or set-off by reason of any default whatsoever, including, without limitation a default by any tenant of the Premises under any sublease with Mortgagor or under any other agreement or instrument between Mortgagee and Mortgagor, and such payments to Mortgagee shall not be decreased, abated, postponed or delayed for any reason whatsoever, including without limitation, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Premises, the taking of any part of the Premises, commercial frustration of purpose, failure of any person to perform or observe any agreement, whether expressed or implied, or any duty, liability or obligation arising out of or connected with this Mortgage, the Notes or any other Loan Document, or failure of any resident or occupant of the Premises to pay the fees, rentals or other charges owed to Mortgagor, and irrespective of whether or not any such resident or occupant of the Premises receives either partial or total reimbursement as a credit against such payment, it being the intention of the parties that the payments required of Mortgagor hereunder will be paid in full when due without any delay or diminution whatsoever.

6.9 **WAIVER OF JURY TRIAL IN CONSIDERATION FOR THE EXTENSION OF THE LOANS TO MORTGAGOR BY MORTGAGEE, MORTGAGOR HEREBY EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATED TO THIS MORTGAGE OR ARISING IN ANY WAY FROM THE INDEBTEDNESS HEREBY SECURED OR THE TRANSACTIONS BETWEEN MORTGAGOR AND MORTGAGEE.**

6.10 **State Specific Provision.** The provisions and/or remedies which are set forth on Schedule 3 attached hereto and made a part hereof, if any, shall be deemed a part of and included within the terms and conditions of this Mortgage. In the event of any conflict between the terms of Schedule 3 and the remainder of this Mortgage, the terms of Schedule 3 shall control.

6.11 **Entire Agreement.** The Loan Documents constitute the entire understanding and agreement between Mortgagor and Mortgagee with respect to the transactions arising in connection with the indebtedness secured hereby and supersede all prior written or oral understandings and agreements between Mortgagor and Mortgagee with respect to the matters addressed in the Loan Documents. Mortgagor hereby acknowledges that, except as incorporated in writing in the Loan Documents, there are not, and were not, and no persons are or were authorized by Mortgagee to make, any representations, understandings, stipulations, agreements or promises, oral or written, with respect to the matters addressed in the Loan Documents. Mortgagee is hereby notified as follows:

UNOFFICIAL COPY

09061490

-16-

THE WRITTEN LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

NOW, THEREFORE, if Mortgagor shall well and truly pay and discharge the Indebtedness Hereby Secured as the same shall become due and payable and shall perform and observe all of the terms, covenants and conditions to be performed and observed by Mortgagor hereunder, then this conveyance shall be null and void and shall be released by Mortgagee at the expense of Mortgagor; otherwise this Mortgage is to remain in full force and effect.

[The Remainder of this Page is Intentionally Left Blank]

UNOFFICIAL COPY

09061490

- 17 -

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the year and date first above written.

Signed and Acknowledged
in the Presence of:

MORTGAGOR:

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

Debra Russ
Printed: Debra Russ

By: *Mark J Plummer*
Name: Mark J Plummer
Title: Sr Vice President & Controller

Kimberleigh J Criswell
Printed: Kimberleigh J Criswell

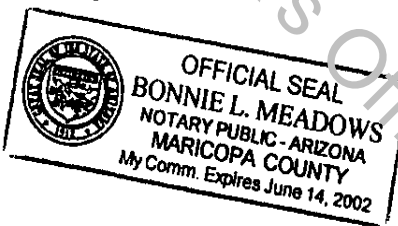
Mortgagor's EIN: 61-0703028

STATE OF ARIZONA)
) SS:
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 1 day of September, 1999,
by Mark J. Plummer, Sr. Vice President & Controller of LONG JOHN SILVER'S, INC., a Delaware
corporation, on behalf of the corporation.

Bonnie L. Meadows
Notary Public

My commission expires _____.
Affix seal



UNOFFICIAL COPY

09061490

EXHIBIT A-1

LEGAL DESCRIPTION:

All of Lots 4 and 5 in Block 12 of Railroad Addition to Harlem, in the Southeast 1/4 of Section 12, Township 39 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded November 26, 1858 as Document Number 9883, in Cook County, Illinois.

FFCA# 8000-3299
FOREST PARK, IL

#3154

PIN: 15-12-413-019

Address of Property: 123 North Harlem Avenue, Forest Park, Illinois

Property of Cook County Clerk's Office

EXHIBIT A-1

LEGAL DESCRIPTION:

Lots 9, 10, 11, 12, 13, 23, 22, 21, 20 and 19; and also the West 1/2 of the North and South vacated alley lying Easterly of Lots 23, 22, 21, 20 and 19; and also the East 1/2 of the North and South vacated alley lying Westerly of the adjoining Lots 9, 10, 11, 12 and 13; all in Block 1 in Sjoloms Addition to Chicago Heights, being a subdivision of the South 7 acres of Lot 8 in Circuit Court Partition of the Northeast 1/4 of Section 32 and the West 1/2 of the Northwest 1/4 of Section 33, Township 35 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded August 18, 1906 as Document Number 3905978, in Cook County, Illinois.

FFCA# 8000-3300

S. CHICAGO HEIGHTS, IL

#3179

PIN: 32-32-214-044

Address of Property: 3231 Chicago Road, South Chicago Heights, Illinois

UNOFFICIAL COPY

09061490

EXHIBIT A-1

LEGAL DESCRIPTION

That part of the West 1/2 of the Southwest 1/4 of Section 29, Township 41 North, Range 10 East of the Third Principal Meridian, bounded by a line described as follows:

Commencing at the Southwest corner of the Southwest 1/4 of said Section 29; thence North 87 degrees 59 minutes 36 seconds East along the South line of the Southwest 1/4 of said Section 29, a distance of 241.53 feet to the Southwest corner of Olde Salem Commercial Park Unit 1, being a subdivision of part of the Southwest 1/4 of Section 29, aforesaid; thence North 1 degrees 15 minutes 36 seconds East along the West line of said Subdivision, 50.08 feet to the point of beginning of the parcel to be described; thence South 87 degrees 59 minutes 36 seconds West along the North line of Chicago-Elgin Road, 200.00 feet to a point 41.53 feet East of (as measured along said North line) the West line of the Southwest 1/4 of said Section 29; thence North 1 degrees 15 minutes 36 seconds East parallel with the West line of said Southwest 1/4 of Section 29, 175.00 feet; thence North 87 degrees 59 minutes 36 seconds East, parallel with the South line of said Southwest 1/4 of Section 29, 200 feet to a point in the West line of said Olde Salem Commercial Park Unit 1; thence South 1 degrees 15 minutes 36 seconds West along the last mentioned West line, 175.00 feet to the point of beginning, in Cook County, Illinois.

FFCA# 8000-3303
HANOVER PARK, IL

#3202

PIN: 07-29-300-003

Address of Property: 800 Irving Park Road, Hanover Park, Illinois

UNOFFICIAL COPY

09061490

EXHIBIT A-1

LEGAL DESCRIPTION

PARCEL 1:

Lot 2 (except the North 10 feet and except the East 3 feet) and Lot 3 (except the South 8 feet and the East 3 feet) in the Subdivision of the North 10 acres of the West 1/2 of the Northwest 1/4 of Section 35, Township 41 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded April 19, 1913 as Document Number 5167430, in Cook County, Illinois.

PARCEL 2:

The East 10 feet of the vacated alley lying west of and adjoining Parcel 1 aforesaid, said alley vacated by Document Number 10417712 in Cook County, Illinois.

FFCA# 8000-3304
LINCOLNWOOD, IL

#3204

PIN: 10-35-100-017 and 10-35-100-018

Address of Property: 3901 Touhy Avenue, Lincolnwood, Illinois

UNOFFICIAL COPY

09061490

EXHIBIT B

[DESCRIPTION OF LEASE]

That certain Master Lease dated as of September 1, 1999 by and between LoJon Property LLC, a Delaware limited liability company, as lessor and Long John Silver's, Inc., a Delaware corporation, as lessee, a Memorandum of which is recorded or intended to be recorded prior hereto.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Schedule 1

09061490

Notes and Loans

Notes: (i) Revolving Credit Note not to exceed Twenty-Five Million and 00/100 Dollars (\$25,000,000.00); and (ii) Term Note in the amount of Fifty Million and 00/100 Dollars (\$50,000,000.00).

Loans: (i) a Revolving Credit Loan not to exceed Twenty-Five Million and 00/100 Dollars (\$25,000,000.00); and (ii) a Term Loan in the amount of Fifty Million and 00/100 Dollars (\$50,000,000.00).

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Schedule 2

09061490

Personal Property

All of Mortgagor's right, title, interest, estate and claims in, to or under the following collateral, whether now owned or existing or hereafter acquired or arising and wherever the same may be located:

(i) all of the accounts, accounts receivable, chattel paper, contract rights, documents, equipment, fixtures, general intangibles, investment property, instruments, inventory, property, franchise rights, trademarks, tradenames, patents, copyrights, licenses and permits, license agreements, intellectual property rights and all other assets, goods and personal property of the Mortgagor, whether tangible or intangible, or whether now owned or hereafter acquired by the Mortgagor;

(ii) all proceeds and products of any of the foregoing in whatever form, including cash, negotiable instruments and other evidences of indebtedness, chattel paper, security agreements or other documents and all rights of the Mortgagor in, to and under all leases and rental agreements relating to the foregoing;

(iii) all of the right, title and interest of the Mortgagor in and to all goods or other property represented by or securing any of the accounts receivable, including all goods that may be reclaimed or repossessed from or returned by an account debtor;

(iv) all of the rights of the Mortgagor as an unpaid seller, including stoppage in transit, detinue and reclamation;

(v) all additional amounts due to Mortgagor from any account debtor, irrespective of whether such additional amounts have been specifically assigned to Mortgagee;

(vi) all guaranties, or other agreements or property securing or relating to any of the items referred to in (i) above, or acquired for the purpose of securing and enforcing any of such items;

(vii) all instruments, documents, securities, cash, property, deposit accounts (including but not limited to deposits made to any cash collateral account), and the proceeds of any of the foregoing, owned by the Mortgagor or in which Mortgagor has an interest, which are now or may hereafter be in the possession or control of Mortgagee or in transit by mail or carrier to or from Mortgagee, or in possession of any third party acting on behalf of Mortgagee, without regard to whether Mortgagee received same in pledge, for safekeeping, as agent for collection or transmission or otherwise or whether Mortgagee had conditionally released the same;

UNOFFICIAL COPY

09061490

-2-

(viii) all ledger sheets, files, records, documents, blueprints, drawings and instruments (including, without limitation, computer programs, tapes and related electronic data processing software) evidencing an interest in or relating to the Mortgagor;

(ix) all proceeds and products of the collateral described above, including without limitation, all claims against third parties for damage to or loss or destruction of any of the foregoing, including proceeds, accounts, contract rights, chattel paper and general intangibles arising out of any sale, lease or other disposition of any of the foregoing; and

(x) any other collateral security granted to Mortgagee from time to time.

provided, however in no event shall the foregoing include the following:

(a) any fixtures now or hereafter located on or at the three hundred fifty-four (354) property sites listed on Attachment 1 attached hereto and made a part hereof (collectively, the "354 Leased Properties") or the thirty (~~35~~) property sites listed on Attachment 2 attached hereto and made a part hereof (collectively, the "30 Mortgage Properties"), including, without limitation, HVAC, supply fans, exhaust fans, air ducts, hoods, vents, built-in sinks and other plumbing fixtures, lighting fixtures, built-in countertops, built-in coolers, built-in freezers, sign poles and lighting poles;

(b) the Excluded Personal Property (as defined below);

(c) the Excluded Intangible Personal Property (as defined below); and

(d) all the claims or demands with respect to the 30 Mortgage Properties or the Excluded Personal Property relating to the 30 Mortgage Properties, including, without limitation, claims or demands with respect to the proceeds of insurance in effect with respect thereto, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of any of the 30 Mortgage Properties, including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages, and the cash or noncash proceeds of any of the foregoing property described in this subitem (d).

As used herein, the term "Excluded Personal Property" shall mean any tangible personal property now or hereafter located on or at the 354 Leased Properties or the 30 Mortgage Properties, including, without limitation, all goods, machinery, tools, equipment, lobby and all other indoor and outdoor furniture, books regarding maintenance and operation of the 354 Leased Properties or the 30 Mortgage Properties, records regarding maintenance and operation of the 354 Leased Properties or the 30 Mortgage Properties, manuals regarding maintenance and operation of the 354 Leased Properties or the 30 Mortgage Properties, computer systems used in the maintenance and operation of the 354 Leased Properties or the 30 Mortgage Properties, furnishings and maintenance supplies,

the products of any of the foregoing property, all accessions and additions to and replacements of any of the foregoing property and the cash or noncash proceeds of any of the foregoing property (including insurance or other rights to receive payment with respect to the foregoing property); provided, however, the term "Excluded Personal Property" shall not include any of the following:

(i) cash registers and other point of sale equipment, back-office computers, monitors and printers and other related back-office equipment and beverage dispensing and related equipment, music systems, security control systems or portable refrigeration systems;

(ii) inventory (other than maintenance supplies), accounts, general intangibles (including, without limitation, rights under franchise agreements, copyrights, trademarks, tradenames, trade secrets, know-how, business systems, marketing materials, promotional materials and other intellectual property used in connection with any tangible property), chattel paper, documents (other than the books, records and manuals described above regarding maintenance and operation of the 354 Leased Properties or the 30 Mortgage Properties), instruments, investment property, cash equivalents or money; and

(iii) the products of any of the property described in the preceding subitems (i) and (ii), all accessions and additions to and replacements of the property described in such subitems and all cash or noncash proceeds of the property described in such subitems (including insurance or other rights to receive payment with respect to the property described in such subitems).

As used herein, the term "Excluded Intangible Personal Property" shall mean all contract rights and/or governmental or similar land development agreements, permits, licenses and certificates necessary or desirable in connection with the acquisition, ownership, leasing or construction of the 30 Mortgage Properties or the Excluded Personal Property relating to the 30 Mortgage Properties, whether now existing or hereinafter entered into or obtained, and the cash or noncash proceeds of any of the foregoing property (including insurance or other rights to receive payment with respect to the foregoing property); provided, however, the term "Excluded Intangible Personal Property" shall not include any of the following:

(i) the franchise rights, copyrights, trademarks, trade secrets know-how, business systems, marketing materials, promotional materials and other intellectual property used by Mortgagor in connection with the 30 Mortgage Properties or the Excluded Personal Property relating to the 30 Mortgage Properties; and

(ii) the cash or noncash proceeds of any of the property described in the preceding subitem (i) (including insurance or other rights to receive payment with respect to the property described in the preceding subitem (i)).

UNOFFICIAL COPY

09061490

ATTACHMENT 1

PROPERTIES TO BE LEASED BY LONG JOHN SILVER'S INC. FROM
FFCA ACQUISITION CORPORATION AND LOJON PROPERTY LLC

SHOP #	STREET ADDRESS	CITY	COUNTY	STATE
5192	4911 TOWSON AVENUE	FT SMITH	Sebastian	AR
5194	983 W SUNSET AVENUE	SPRINGDALE	Washington	AR
5206	1036 W WALNUT	ROGERS	Benton	AR
5410	3009 ALMA HWY	VAN BUREN	Crawford	AR
5596	4101 S UNIVERSITY	LITTLE ROCK	Pulaski	AR
5480	2970 S 4TH AVENUE	YUMA	Yuma	AZ
5585	6830 W PEORIA AVENUE	PEORIA	Maricopa	AZ
5594	3520 E BELL ROAD	PHOENIX	Maricopa	AZ
5605	12675 W BELL ROAD	SURPRISE	Maricopa	AZ
5188	5245 AUBURN BLVD	SACRAMENTO	Sacramento	CA
5191	406 W SHAW AVENUE	CLOVIS	Fresno	CA
5225	105 MAIN STREET	WOODLAND	Yolo	CA
5226	7228 STOCKTON BLVD	SACRAMENTO	Sacramento	CA
5230	3222 S MOONEY BLVD	VISALIA	Tulare	CA
5236	14 W LODI AVENUE	LODI	San Joaquin	CA
5238	3379 TRACY BLVD	TRACY	San Joaquin	CA
5245	596 W OLIVE	PORTERVILLE	Tulare	CA
5268	1110 N MAIN	MANTECA	San Joaquin	CA
5362	360 W OLIVE AVENUE	MERCED	Merced	CA
5363	4190 E VENTURA AVENUE	FRESNO	Fresno	CA
5366	3605 ELKHORN BLVD	NORTH HIGHLANDS	Sacramento	CA
5402	1110 COUNTRY CLUB ROAD	MADERA	Madera	CA
5417	1049 3RD AVENUE	CHULA VISTA	San Diego	CA
5476	314 N WILSON WAY	STOCKTON	San Joaquin	CA
5518	6740 N BLACKSTONE AVENUE	FRESNO	Fresno	CA
5595	3298 NORTHGATE BLVD	SACRAMENTO	Sacramento	CA
5198-A	800 COLUSA AVENUE	YUBA CITY	Sutter	CA
3334	5880 NORMANDY BLVD	JACKSONVILLE	Duval	FL
3362	5209 BLANDING AVENUE	JACKSONVILLE	Duval	FL
3393	9901 SAN JOSE BLVD	JACKSONVILLE	Duval	FL
3507	20 SE 1ST AVENUE	FLORIDA CITY	Miami-Dade	FL

UNOFFICIAL COPY

09061490

3543	2799 W OAKLAND PARK BLVD	FT. LAUDERDALE	Broward	FL
3611	3108 US HWY 98 N	LAKELAND	Polk	FL
3637	1202 N BROADWAY	BARTOW	Polk	FL
3640	1501 ATLANTIC BLVD	NEPTUNE BEACH	Duval	FL
3754	2440 COMMERCIAL WAY	SPRING HILL	Hernando	FL
3772	1320 HWY 41 N	INVERNESS	Citrus	FL
3792	1805 JIM REDMAN PKWY	PLANT CITY	Hillsborough	FL
3086	2425 PIO NONO AVENUE	MACON	Bibb	GA
3093	5651 MEMORIAL AVENUE	STONE MOUNTAIN	Dekalb	GA
3095	52 BULLSBOBO DRIVE	NEWNAN	Coweta	GA
3102	2000 WATSON BLVD	WARNER ROBINS	Houston	GA
3107	3760 AUSTELL ROAD	MARIETTA	Cobb	GA
3108	9674 HWY 5	DOUGLASVILLE	Douglas	GA
3123	5309 JIMMY CARTER BLVD	NORCROSS	Gwinnett	GA
3142	105 N EXPRESSWAY	GRIFFIN	Spalding	GA
3144	8502 TARA BLVD	JONESBORO	Clayton	GA
3164	3274 HWY 278 NE	COVINGTON	Newton	GA
3182	1450 HWY 138 SE	CONYERS	Rockdale	GA
3233	2617 DEANS BRIDGE ROAD	AUGUSTA	Richmond	GA
3349	303 LAFAYETTE ROAD	FORT OGLETHORPE	Catoosa	GA
3420	1716 E OGLETHORPE BLVD	ALBANY	Dougherty	GA
3457	450 MORELAND AVENUE SE	ATLANTA	Fulton	GA
3786	1859 WASHINGTON ROAD	THOMSON	McDuffie	GA
3793	530 BANKHEAD HWY	CARROLLTON	Carroll	GA
3798	428 NORTH COMMERCE STREET	SUMMERVILLE	Chattooga	GA
5115	4500 FLEUR DRIVE	DES MOINES	Polk	IA
3154	123 HARLEM AVENUE	FOREST PARK	Cook	IL
3179	3231 CHICAGO ROAD	S. CHICAGO HEIGHTS	Cook	IL
3202	800 IRVING PARK ROAD	HANOVER PARK	Cook	IL
3204	3901 TOUHY AVENUE	LINCOLNWOOD	Cook	IL
3430	1203 N LAKE STREET	AURORA	Kane	IL
3617	4416 E NEW YORK STREET	AURORA	DuPage	IL
3790	265 N KINZIE	BRADLEY	Kankakee	IL
3415	7505 S ANTHONY	FT WAYNE	Allcn	IN
3740	424 CLIFTY DRIVE	MADISON	Jefferson	IN
5127	721 N 3D STREET	MANHATTAN	Riley	KS
5140	607 E SANTA FE	OLATHE	Johnson	KS
5142	3800 W 10TH STREET	GREAT BEND	Barton	KS
5145	3380 N VINE STREET	HAYS	Ellis	KS
5158	3014 N BROADWAY	PITTSBURG	Crawford	KS

UNOFFICIAL COPY

09061490

5184	527 W 6TH STREET	JUNCTION CITY	Geary	KS
5186	2120 MAIN STREET	PARSONS	Labette	KS
5187	1500 W 6TH STREET	TOPEKA	Shawnee	KS
5193	205 E KANSAS	GARDEN CITY	Finney	KS
5195	4206 E HARRY STREET	WICHITA	Sedgwick	KS
5205	911 W WYATT EARP BLVD	DODGE CITY	Ford	KS
5214	1600 N SUMMIT STREET	ARKANSAS CITY	Crowley	KS
5227	106 E PANCAKE	LIBERAL	Seward	KS
5231	4949 STATE AVENUE	KANSAS CITY	Wyandotte	KS
5232	314 W 11TH STREET	COFFEYVILLE	Montgomery	KS
5266	1825 W CENTRAL	EL DORADO	Butler	KS
5269	2117 N TOPEKA AVENUE	TOPEKA	Shawnee	KS
5382	6121 E 21ST STREET	WICHITA	Sedgwick	KS
5554	1503 W 23RD STREET	LAWRENCE	Douglas	KS
5625	3110 SW TOPEKA BLVD	TOPEKA	Shawnee	KS
5148-A	3201 S 4TH STREET	LEAVENWORTH	Leavenworth	KS
3092	US 21 & BRENWOOD STREET	BEREA	Madison	KY
3188	RT 60 BYPASS	VERSAILLES	Woodford	KY
3342	2724 WINCHESTER AVENUE	ASHLAND	Boyd	KY
5496	1330 KINGS HWY	SHREVEPORT	Caddo	LA
3105	1295 NATIONAL HWY	LAVALE	Allegany	MD
3281	10985 TELEGRAPH ROAD	TAYLOR	Wayne	MI
3386	3755 E EIGHT MILE ROAD	WARREN	Macomb	MI
3439	6333 S CEDAR STREET	LANSING	Ingham	MI
3464	11288 GRATIOT AVENUE	DETROIT	Wayne	MI
3748	2083 DIX ROAD	LINCOLN PARK	Wayne	MI
5246	1060 MADISON AVENUE	MANKATO	Pine Earth	MN
5134	2236 N GLENSTONE	SPRINGFIELD	Greene	MO
5136	25 S KINGS HWY	CAPE GIRARDEAU	Cape Girardeau	MO
5146	1175 NW ELIZABETH	LIBERTY	Clay	MO
5147	6104 LAKE AVENUE	ST JOSEPH	Buchanan	MO
5150	922 S LIMIT STREET	SEDALIA	Pettis	MO
5185	11211 E 40 HWY	INDEPENDENCE	Jackson	MO
5212	1009 KINGS HWY	ROLLA	Phelps	MO
5223	1118 W CENTRAL	CARTHAGE	Jasper	MO
5317	1313 W KEARNEY STREET	SPRINGFIELD	Greene	MO
5318	7017 N OAK	GLADSTONE	Clay	MO
5319	1230 GRAHAM ROAD	FLORISSANT	Saint Louis	MO
5321	3515 KINGS HWY BLVD S	ST LOUIS	Saint Louis City	MO
5322	12925 NEW HALLSFERRY ROAD	FLORISSANT	Saint Louis	MO

5325	3267 HAMPTON	ST LOUIS	Saint Louis City	MO
5326	10437-43 PAGE AVENUE	ST LOUIS	Saint Louis	MO
5327	4020 LEMAY FERRY ROAD	MELVILLE	Saint Louis	MO
5339	1627 W 7TH STREET	JOPLIN	Jasper	MO
5340	5318 INDEPENDENCE AVENUE	KANSAS CITY	Jackson	MO
5343	707 NE RICE ROAD	LEE'S SUMMIT	Jackson	MO
5398	311 S KIRKWOOD ROAD	KIRKWOOD	Saint Louis	MO
5440	7054 NATURAL BRIDGE ROAD	ST LOUIS	Saint Louis	MO
5599	1087 S JEFFERSON AVENUE	LEBANON	Laclede	MO
3215	806 HWY 72 F	CORINTH	Alcorn	MS
3380	306 BLOWING ROCK ROAD NE	LENOIR	Caldwell	NC
3389	1209 OAK STREET	FOREST CITY	Rutherford	NC
3417	1303 W CURTIS BRIDGE ROAD	WILKESBORO	Wilkes	NC
3673	800 BILTMORE AVENUE	ASHEVILLE	Buncombe	NC
5252	5023 S 108TH STREET	OMAHA	Douglas	NE
5253	1040 S BURLINGTON	HASTINGS	Adams	NE
5296	608 GALVIN ROAD	BELLEVUE	Sarpy	NE
5309	4440 DODGE STREET	OMAHA	Douglas	NE
5412	915 N 27TH STREET	LINCOLN	Lancaster	NE
5427	4820 L STREET	OMAHA	Douglas	NE
5449	4966 BOULDER HWY	LAS VEGAS	Clark	NV
5491	480 E PRATER WAY	SPARKS	Washoe	NV
3775	4129 RT 17	HORSEHEADS	Chemung	NY
3015	717 N LIMESTONE	SPRINGFIELD	Clark	OH
3081	RT 7	GALLIPOLIS	Gallia	OH
3184	2217 S LIMESTONE	SPRINGFIELD	Clark	OH
3244	1039 BOARDMAN-POLAND ROAD	YOUNGSTOWN	Monong	OH
3363	10780 BROOK PARK ROAD	BROOKLYN	Cuyahoga	OH
3375	RT 2 BOX 413	SOUTH POINT	Lawrence	OH
3392	810 S 3RD STREET	IRONTON	Lawrence	OH
3436	3516 N MAPLE AVENUE	ZANESVILLE	Muskingum	OH
3442	863 HEBRON ROAD	HEATH	Licking	OH
3447	1814 W ALEXIS	TOLEDO	Lucas	OH
3462	1027 CONANT STREET	MAUMEE	Lucas	OH
3472	1102 S HIGH STREET	COLUMBUS	Franklin	OH
3488	7390 MENTOR AVENUE	MENTOR	Lake	OH
3564	2412 WOODVILLE ROAD	OREGON	Lucas	OH
3579	1165 COLUMBUS PIKE	DELAWARE	Delaware	OH
3627	904 CLEVELAND STREET	ELYRIA	Lorain	OH
5107	1215 N MAIN	ALTUS	Jackson	OK

5113	605 S 32ND STREET	MUSKOGEE	Muskogee	OK
5159	900 CHARLES PAGE BLVD	SAND SPRINGS	Tulsa	OK
5202	1444 S PEORIA	TULSA	Tulsa	OK
5229	309 S VAN BUREN	ENID	Garfield	OK
5267	1024 N MAIN	MIAMI	Ottawa	OK
5328	111 S SHERIDAN	LAWTON	Comanche	OK
5369	1000 S ELM PLACE	BROKEN ARROW	Tulsa	OK
5371	115 E TAFT STREET	SAPULPA	Creek	OK
5375	1301 W WILL ROGERS BLVD	CLAREMORE	Rogers	OK
5378	2420 S COUNTY CLUB ROAD	EL RENO	Canadian	OK
5428	142 W SHAWNEE	MUSKOGEE	Muskogee	OK
5429	1721 S MUSKOGEE	TAHLEQUAH	Cherokee	OK
5464	2021 S MAIN	ELK CITY	Beckham	OK
5478	2223 W MAIN STREET	DURANT	Bryan	OK
5521	170 12TH AVENUE SE	NORMAN	Cleveland	OK
5527	2311 RED WHEAT DRIVE	CLINTON	Custer	OK
5573	6841 S MEMORIAL HWY	TULSA	Tulsa	OK
5590	12124 N PENNSYLVANIA	OKLAHOMA CITY	Oklahoma	OK
3058	1655 RT 286 S	INDIANA	Indiana	PA
3128	150 S HERMITAGE STREET	SHARON	Mercer	PA
3158	522 W PLANK STREET	ALTOONA	Blair	PA
3240	RD 2 BOX 103	FRANKLIN	Venango	PA
3242	548 MORGANTOWN ROAD	UNIONTOWN	Fayette	PA
3267	201 HOFFMAN BLVD	DUQUESNE	Allegheny	PA
3271	HILLS SHOPPING CENTER/RT 50	CARNEGIE	Allegheny	PA
3341	RD 3 BOX 164A	DUBOIS	Clearfield	PA
3376	RD 4 PO BOX 60-3	BLAIRSVILLE	Indiana	PA
3382	I-80/RT 68	CLARION	Clarion	PA
3410	807 W VIEW PARK DRIVE	WEST VIEW	Allegheny	PA
3444	1800 DAISY STREET	CLEARFIELD	Clearfield	PA
3535	1097 LINCOLN WAY EAST	CHAMBERSBURG	Franklin	PA
3592	2415-2417 BROWNSVILLE ROAD	PITTSBURGH	Allegheny	PA
3691	6198 CRESSONA MALL	POTTSVILLE	Schuylkill	PA
3692	4601 JONESTOWN ROAD	HARRISBURG	Dauphin	PA
3693	RD 1 OR RT 93 BOX 316	HAZLETON	Luzerne	PA
3694	1739 E 3RD STREET	WILLAMSPORT	Lycoming	PA
3697	2185 W UNION BLVD	BETHLEHEM	Lehigh	PA
3726	105 CAVASINA DRIVE	CANONSBURG	Washington	PA
3729	2840 W 26TH STREET	ERIE	Erie	PA
3732	100 SUSQUEHANNA TRAIL	SELINGROVE	Snyder	PA

UNOFFICIAL COPY

09061490

3099	100 GARNER ROAD	SPARTANBURG	Spartanburg	SC
3186	1615 W RICHLAND AVENUE	AIKEN	Aiken	SC
3384	121 E SHOCKLEY FERRY ROAD	ANDERSON	Anderson	SC
3446	1400 AUGUSTA ROAD	GREENVILLE	Greenville	SC
3577	3314 A N MAIN	ANDERSON	Anderson	SC
3614	6104 WHITE HORSE ROAD	GREENVILLE	Greenville	SC
3011	870 S JEFFERSON	COOKEVILLE	Putnam	TN
3129	2903 BRISTOL HWY	JOHNSON CITY	Washington	TN
3157	1735 WINCHESTER ROAD	MEMPHIS	Shelby	TN
3185	109 MATHIS DRIVE	DICKSON	Dickson	TN
3192	1505 N LOCUST STREET	LAWRENCEBURG	Lawrence	TN
3198	1102 S HUNTSVILLE HWY	FAYETTEVILLE	Lincoln	TN
3249	1029 DECHARD BLVD	WINCHESTER	Franklin	TN
3263	151 ELLINGTON PKWY	LEWISBURG	Marshall	TN
3277	320 W COLLEGE STREET	PULASKI	Giles	TN
3285	602 HWY 66 S	ROGERSVILLE	Hawkins	TN
3347	5312 BRAINERD ROAD	CHATTANOOGA	Hamilton	TN
3351	3201 BROAD STREET	CHATTANOOGA	Hamilton	TN
3352	6408 RINGGOLD ROAD	EAST RIDGE	Hamilton	TN
3359	403 HWY 68 W	SWEETWATER	Monroe	TN
3556	1316 VOLUNTEER PKWY	BRISTOL	Sullivan	TN
3628	2102 GALLATIN ROAD N	MADISON	Davidson	TN
3776	380 KIMBALL CROSSING	KIMBALL	Marion	TN
3812	131 UNIVERSITY PLAZA	MARTIN	Weakley	TN
3813	1015 MINERAL WELLS AVENUE	PARIS	Henry	TN
3814	1304 REELFOOT AVENUE	UNION CITY	Obion	TN
3815	2625 HWY 78	DYERSBURG	Dyer	TN
5016	4400 AYERS	CORPUS CHRISTI	Nueces	TX
5041	2014 PARAMOUNT STREET	AMARILLO	Randall	TX
5042	1918 E 8TH STREET	ODESSA	Ector	TX
5046	6815 S KIRKWOOD	HOUSTON	Harris	TX
5051	1807 W UNIVERSITY	DENTON	Denton	TX
5063	2344 19TH STREET	LUBBOCK	Lubbock	TX
5064	4401 LEMMON AVENUE	DALLAS	Dallas	TX
5066	3121 SHERWOOD WAY	SAN ANGELO	Tom Green	TX
5070	5403 CAMERON ROAD	AUSTIN	Travis	TX
5072	2060 GESSNER	HOUSTON	Harris	TX
5073	7801 BELLFORT	HOUSTON	Harris	TX
5080	901 S 6TH STREET	WACO	McLennan	TX
5081	401 UNIVERSITY	FT WORTH	Tarrant	TX

5084	2403 S GREGG	BIG SPRING	Howard	TX
5086	4615 S WESTERN	AMARILLO	Randall	TX
5087	3101 OLTON	PLAINVIEW	Hale	TX
5088	115 E 42ND STREET	ODESSA	Ector	TX
5091	201 N GENERAL BRUCE DRIVE	TEMPLE	Bell	TX
5094	9571 DYER STREET	EL PASO	El Paso	TX
5096	6210 WESLEY	GREENVILLE	Hunt	TX
5097	6042 LAKE WORTH BLVD	LAKE WORTH	Tarrant	TX
5108	707 DIXIE DRIVE	CLUTE	Brazoria	TX
5156	1055 N HOBART	PAMPA	Gray	TX
5160	2427 W PIONEER PKWY	PANTEGO	Tarrant	TX
5162	2004 W 7TH STREET	CORSICANA	Navarro	TX
5165	725 N PIERCE STREET	AMARILLO	Randall	TX
5166	2822 RED BLUFF ROAD	PASADENA	Harris	TX
5167	2101 SAM HOUSTON AVENUE	HUNTSVILLE	Walker	TX
5172	3415 LOOP 289 S	LUBBOCK	Lubbock	TX
5175	981 NASA ROAD #1	HOUSTON	Harris	TX
5178	2623 ROCKGATE DRIVE	SAN ANTONIO	Bexar	TX
5180	2904 N NAVARRO BLVD	VICTORIA	Victoria	TX
5181	1801 N VALLEY MILLS DRIVE	WACO	McLennan	TX
5199	35 LONG STREET	SAN MARCOS	Hays	TX
5200	1202 S COMMERCE STREET	HARLINGEN	Cameron	TX
5203	923 S 14TH STREET	KINGSVILLE	Kleberg	TX
5207	11430 PERRIN BEITEL	SAN ANTONIO	Bexar	TX
5219	1505 N STREET	NACOGDOCHES	Nacogdoches	TX
5220	1009 E SEMINARY DRIVE	FT WORTH	Tarrant	TX
5221	400 W IRVING BLVD	IRVING	Dallas	TX
5224	615 W MOORE STREET	TERRELL	Kaufman	TX
5237	7718 BURNET ROAD	AUSTIN	Travis	TX
5240	3224 S TEXAS AVENUE	BRYAN	Brazos	TX
5242	1112 S TIMBERLAND	LUFKIN	Angelina	TX
5249	5430 WALZEM ROAD	SAN ANTONIO	Bexar	TX
5251	301 SIDNEY BAKER S LANE	KERRVILLE	Kerr	TX
5277	209 LOOP 281 W	LONGVIEW	Gregg	TX
5278	2000 MAURINE STREET	WICHITA FALLS	Wichita	TX
5289	5303 E LANCASTER	FT WORTH	Tarrant	TX
5293	2109 E RIVERSIDE DRIVE	AUSTIN	Travis	TX
5306	6440 SAN PEDRO	SAN ANTONIO	Bexar	TX
5311	9950 FM 1960 BYPASS	HUMBLE	Harris	TX
5313	4413 KEMP BLVD	WICHITA FALLS	Wichita	TX

5314	2009 MANGUM ROAD	HOUSTON	Harris	TX
5329	1701 S MAIN	WEATHERFORD	Parker	TX
5330	1225 NW 19TH STREET	GRAND PRAIRIE	Dallas	TX
5331	2828 E LEDBETTER	DALLAS	Dallas	TX
5335	1100 OLD SPANISH TRAIL	HOUSTON	Harris	TX
5336	1308 E PLEASANT RUN ROAD	DE SOTO	Dallas	TX
5337	504 BORGER SHOPPING PLAZA	BORGER	Hutchinson	TX
5338	2111 CROCKETT ROAD	PALESTINE	Anderson	TX
5342	1404 FT HOOD STREET	KILLEEN	Bell	TX
5347	1808 TEXAS AVENUE	COLLEGE STATION	Brazos	TX
5351	2409 E END BLVD	MARSHALL	Harrison	TX
5354	7010 PADRE ISLAND DRIVE	CORPUS CHRISTI	Nueccs	TX
5356	222 CLUBVIEW DRIVE	LEVELLAND	Hockley	TX
5358	7145 BELL AVENUE	AMARILLO	Randall	TX
5364	4424 BUFFALO GAP ROAD	ABILENE	Taylor	TX
5365	1200 W 1ST STREET	HEREFORD	Deaf Smith	TX
5368	1100 E PARKER ROAD	PLANO	Dallas	TX
5381	4314 LIVE OAK	DALLAS	Dallas	TX
5383	959 N BEACH STREET	FT WORTH	Tarrant	TX
5384	3535 ALTA MESA	FT WORTH	Tarrant	TX
5391	4350 W COMMERCE STREET	SAN ANTONIO	Bexar	TX
5394	3202 E BROADWAY	PEARLAND	Brazoria	TX
5396	1737 SW LOOP 410	SAN ANTONIO	Bexar	TX
5424	6929 HARRISBURG ROAD	HOUSTON	Harris	TX
5426	3006 KNICKERBOCKER ROAD	SAN ANGELO	Tom Green	TX
5437	1201 W STATE HWY 83	WESLACO	Hidalgo	TX
5441	1205 AVENUE F	DEL RIO	Del Verde	TX
5442	828 N ZARAGOSA ROAD	EL PASO	El Paso	TX
5444	1418 W COUNTY ROAD	ODESSA	Ector	TX
5448	1165 FM 802	BROWNSVILLE	Cameron	TX
5459	1800 MITCHELL	WACO	McLennan	TX
5473	2510 N SAINT MARY'S	BEEVILLE	Bee	TX
5484	3210 S 31ST STREET	TEMPLE	Bell	TX
5490	44 ALDINE BENDER ROAD	HOUSTON	Harris	TX
5494	1812 E MAIN	ALICE	Jim Wells	TX
5532	1101 50TH STREET	LUBBOCK	Lubbock	TX
5570	1708 W UNIVERSITY	MCKINNEY	Collin	TX
5581	5540 RUFÉ SNOW	NORTH RICHLAND HILLS	Tarrant	TX
5587	680 W HWY 303	GRAND PRAIRIE	Dallas	TX
5592	2624 MIDWAY ROAD	CARROLLTON	Dallas	TX

5598	4831 S STAPLES DRIVE	CORPUS CHRISTI	Nueces	TX
5602	1001 HWY 377 E	GRANBURY	Hood	TX
5626	704 E WILLIAMS CANNON DRIVE	AUSTIN	Travis	TX
5640	3606 S POLK STREET	DALLAS	Dallas	TX
5641	2215 W WALNUT	GARLAND	Dallas	TX
5642	2621 S WESTMORELAND STREET	DALLAS	Dallas	TX
3120	7420 LEE HWY	RADFORD	Radford	VA
3274	RT 4 BOX 85	LEBANON	Russell	VA
3284	899 E FINCASTLE ROAD	TAZEWELL	Tazewell	VA
3289	215 KANE STREET	GATE CITY	Scott	VA
3290	RT 2 BOX 2	CLINTWOOD	Dickenson	VA
3291	706 CUMMINGS	ABINGDON	Washington	VA
3327	908 E MORGAN AVENUE	PENNINGTON GAP	Lee	VA
3670	641 GREENVILLE AVENUE	STAUNTON	Staunton City	VA
3671	2019 WARDS ROAD	LYNCHBURG	Lynchburg City	VA
3672	133 PINEY FOREST ROAD	DANVILLE	Danville City	VA
3675	1446 APPERSON WAY	SALEM	Salem	VA
3676	1254 EMMET STREET	CHARLOTTESVILLE	Charlottesville City	VA
3695	1760 E MARKET STREET	HARRISONBURG	Harrisonburg City	VA
3699	2505 MEMORIAL AVENUE	LYNCHBURG	Lynchburg City	VA
3700	1205 W MAIN STREET	SALEM	Salem	VA
3708	PO BOX 715 RT 29 N	MADISON HEIGHTS	Amherst	VA
3710	7531 MIDLOTHIAN TURNPIKE	RICHMOND	Richmond City	VA
3716	1432 W MAIN STREET	WAYNESBORO	Waynesboro City	VA
3719	3001 OAKLAWN BLVD	HOPEWELL	Hopewell City	VA
3721	1110 MAIN STREET	ALTAVISTA	Campbell	VA
3724	1711 BLVD	COLONIAL HEIGHTS	Colonial Hghts City	VA
3727	9076 W BROAD STREET	RICHMOND	Henrico	VA
3720-A	1625 ROANOKE STREET	CHRISTIANSBURG	Montgomery	VA
3742	7305 122ND AVENUE	KENOSHA	Kenosha	WI
3025	3124 CUMBERLAND AVENUE	BLUEFIELD	Mercer	WV
3036	MCCORKLE VINE ST-SPR HIL	SOUTH CHARLESTON	Kanawha	WV
3119	1513 HARRISON AVENUE	ELKINS	Randolph	WV
3156	RT 3 BOX 6B	WESTON	Lewis	WV
3241	204 SENECA TRAIL	RONCEVERTE	Greenbrier	WV
3257	206 N STATE STREET RT 2	NEW MARTINSVILLE	Wetzel	WV
3295	1601 EDWIN MILLER BLVD	MARTINSBURG	Berkley	WV
3330	1175 RIVERSIDE DRIVE	WELCH	McDowell	WV
3344	1550 E MAIN STREET	OAK HILL	Fayette	WV
3365	RT 107 BELL POINT ROAD	HINTON	Summers	WV

UNOFFICIAL COPY

09061490

3379	PO BOX 393	BEAVER	Raleigh	WV
3682	RT 2 & WESTERN AVENUE	MOUNDSVILLE	Marshall	WV
3686	3940 S MAIN STREET	WEIRTON	Brooke	WV
			TOTAL	354

Property of Cook County Clerk's Office

**LONG JOHN SILVER'S, INC. AND LONG JOHN SILVER'S RESTAURANTS, INC.
PROPERTIES TO BE MORTGAGED TO FFCA ACQUISITION CORPORATION**

SHOP #	STREET ADDRESS	CITY	COUNTY	STATE
3431	1700 US 1 SOUTH	ST AUGUSTINE	Saint Johns	FL
3006	1706 CHURCH STREET	DECATUR	Dekalb	GA
3176	5431 RIVERDALE ROAD	COLLEGE PARK	Fulton	GA
3177	6681 JONESBORO ROAD HWY 54	MORROW	Clayton	GA
3322	922 S BIG A ROAD	TOCCOA	Stephens	GA
3478	2578 CANDLER ROAD	DECATUR	Dekalb	GA
3590	7087 HWY 85	RIVERDALE	Clayton	GA
3656	2402 WESLEY CHAPEL ROAD	DECATUR	Dekalb	GA
3180	270 RIVER OAKS DRIVE	CALUMET CITY	Cook	IL
3195	10050 W 55TH STREET	COUNTRYSIDE	Cook	IL
3425	3225 N CENTRAL	CHICAGO	Cook	IL
3629	1234 HWY 127 S	FRANKFORT	Franklin	KY
3648	3314 PRESTON STREET	LOUISVILLE	Jefferson	KY
3651	4450 S 3RD STREET	LOUISVILLE	Jefferson	KY
3219	461 S WAYNE ROAD	WESTLAND	Wayne	MI
3225	30210 FORD ROAD	GARDEN CITY	Wayne	MI
3269	26430 PLYMOUTH ROAD	REDFORD TOWNSHIP	Wayne	MI
3385	4896 WASHTENAW AVENUE	ANN ARBOR	Washtenaw	MI
3456	15700 J L HUDSON DRIVE	SOUTHFIELD	Oakland	MI
5323	9862 HALLS FERRY ROAD	ST LOUIS	Saint Louis	MO
5355	2201 FIRST CAPITOL DRIVE	SAINT CHARLES	Saint Charles	MO
3463	1135 FOSTORIA AVENUE	FINDLAY	Hancock	OH
3655	1089 NEW BERWICK HWY	BLOOMSBURG	Columbia	PA
3658	402 E HIGH STREET	CARLISLE	Cumberland	PA
5048	3121 CENTER STREET	DEER PARK	Harris	TX
5380	3412 COLLEGE AVENUE	SNYDER	Scurry	TX
5400	25510 N HWY 75	SPRING	Montgomery	TX
5403	505 FM 1092	STAFFORD	Fort Bend	TX
5483	1112 W WASHINGTON STREET	STEPHENVILLE	Erath	TX
3333	639 WOOD AVENUE E	BIG STONE GAP	Wise	VA

TOTAL MORTGAGED PROPERTIES

30