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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Return acknowledgment to:



Capitol Services, Inc.
P.O. Box 1831 Austin, TX 78767
800/345-4647

Re: Studio Movie Grill Concepts XXVI, LLC

Location: 210 W. 87th Street

Municipality: Chicago

County: Cook

State: Illinois

Property I.D. No.: 20-33-305-039-0000
20-33-305-040-0000

Cross References: Doc No. 1403508041
Doc No. 1431844074



Doc#: 1626319223 Fee: \$56.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/19/2016 04:16 PM Pg: 1 of 10

Space above this line for recorder's use only

SECOND AMENDMENT TO LEASEHOLD MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING

This **SECOND AMENDMENT TO LEASEHOLD MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING**, dated as of August 31, 2016 (this "**Second Amendment**"), is made by and between **MOVIE GRILL CONCEPTS XXVI, LLC**, a Texas limited liability company, having an address at 8350 N. Central Expressway, Suite 400, Dallas, Texas 75206 ("**Mortgagor**"), and **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, as Administrative Agent, and Collateral Agent, having an address at 6011 Connection Drive, Irving, Texas 75039, Attention: Studio Movie Grill Account Manager (in such capacity, together with its successors and assigns, "**Agent**" or "**Mortgagee**").

RECITALS:

WHEREAS, Mortgagor and Mortgagee are parties to that certain Leasehold Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing from Mortgagor to Mortgagee, dated as of January 31, 2014, recorded February 4, 2014, as Document No. 1403508041, in the records of the Recorder of Cook County, Illinois, as amended by that certain First Amendment to Leasehold Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated November 4, 2014, recorded as Doc. No. 1431844074, in the

Second Amendment Leasehold Mortgage (Chicago, IL)
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aforesaid records, encumbering the real property set forth on Exhibit A attached hereto (together with this Second Amendment, as the same may be amended, restated, modified or supplemented from time to time, the "**Leasehold Mortgage**"), executed in connection with that certain Credit and Guaranty Agreement, dated October 25, 2011 (as amended, restated, supplemented or otherwise modified through the date hereof, the "**Original Credit Agreement**"), by and among Mortgagor, the other Credit Parties (as defined in the Original Credit Agreement) party thereto from time to time, the Lenders (as defined in the Original Credit Agreement) party thereto from time to time, and Mortgagee;

WHEREAS, Mortgagor, the Credit Parties party thereto from time to time, Lenders and Agent have amended and restated the Original Credit Agreement pursuant to that certain Amended and Restated Credit and Guaranty Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"; the terms defined therein and not otherwise defined herein being used herein as therein defined), which Credit Agreement, *inter alia*, amended certain provisions of the Original Credit Agreement and continued to make available to Borrowers the credit facilities provided for therein;

WHEREAS, Mortgagor and Agent intend that the Credit Agreement continue to be secured by the Leasehold Mortgage, as amended hereby. All capitalized terms not defined herein shall have the meaning given in the Credit Agreement; and

NOW, THEREFORE, for and in consideration of the premises, Ten and No/100 Dollars (\$10.00) cash in hand paid by Mortgagor to Agent, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Agent, intending to be legally bound, hereby modify and amend the Leasehold Mortgage as follows:

1.

All references in the Leasehold Mortgage to the "Credit Agreement" shall be deemed to include and refer to the Credit Agreement. All references in the Leasehold Mortgage to the "Mortgage" shall be deemed to include the Mortgage as amended by this Second Amendment, or as further amended, restated, modified or supplemented from time to time.

2.

Paragraph 9.5 of the Leasehold Mortgage is hereby deleted in its entirety and the following is hereby substituted in lieu thereof:

"9.5 Maximum Amount Of Indebtedness Secured. Notwithstanding anything to the contrary set forth in this Mortgage, Mortgagor acknowledges that the principal amount of Debt secured hereby is up to One Hundred Three Million and 00/100 Dollars (\$103,000,000.00) in the aggregate, and that the maximum aggregate amount of principal, interest and other indebtedness (now or hereafter owed) secured by this Mortgage is Two Hundred Six Million and 00/100 Dollars (\$206,000,000.00)."

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3.

Except as amended hereby, the Leasehold Mortgage shall remain in full force and effect and is hereby ratified and confirmed by the parties hereto. This Second Amendment shall not constitute a novation of the Original Credit Agreement, Leasehold Mortgage or any of the other Credit Documents executed in connection therewith.

4.

This Second Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

5.

This Second Amendment may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute one and the same document.

[Signatures and Acknowledgements Appear on Following Pages]

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EXHIBIT A

Legal Description of Premises:

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS:

THE LEASEHOLD ESTATE CREATED BY THE MOTION PICTURE THEATRE LEASE, EXECUTED BY 210 W. 87TH (CHICAGO) THC, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY ("LANDLORD"), AND MOVIE GRILL CONCEPTS XXVI, LLC, A TEXAS LIMITED LIABILITY COMPANY ("TENANT"), DATED AS OF THE 13TH DAY OF DECEMBER, 2013, WHICH MEMORANDUM OF LEASE IS RECORDED SIMULTANEOUSLY WITH THE MORTGAGE, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING ON JANUARY 6, 2014, AND ENDING ON JANUARY 31, 2029, UNLESS EXTENDED FOR UP TO TWO ADDITIONAL TERMS OF FIVE YEARS EACH AS SET FORTH IN THE LEASE:

PARCEL 1: LOT 1 IN 8TH DAN RYAN HOME DEPOT SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF LOT 1, AFORESAID, WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33 AFORESAID; THENCE NORTH 00 DEGREES 00 MINUTES 02 SECONDS WEST ALONG THE EAST LINE OF LOT 1, AFORESAID, 33.0 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 26 SECONDS WEST ALONG A LINE 33.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4, AFORESAID, 244.90 FEET TO THE WESTERLY LINE OF SAID LOT 1; THENCE SOUTH 55 DEGREES 06 MINUTES 42 SECONDS WEST, 70.89 FEET TO A BEND THEREIN; THENCE SOUTH 62 DEGREES 15 MINUTES 42 SECONDS WEST ALONG SAID WESTERLY LINE, 29.40 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 26 SECONDS EAST ALONG A LINE 20.73 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, AFORESAID, 329.07 FEET TO THE EAST LINE OF SAID LOT 1; THENCE NORTH 00 DEGREES 00 MINUTES 02 SECONDS WEST, 20.73 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO LEGALLY DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE NORTH 00 DEGREES, 00 MINUTES,

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00 SECONDS EAST ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, A DISTANCE OF 595.49 FEET FOR A POINT OF BEGINNING; THENCE NORTH 84 DEGREES, 33 MINUTES, 35 SECONDS WEST, A DISTANCE OF 364.07 FEET TO AN ANGLE POINT; THENCE NORTH 61 DEGREES, 48 MINUTES, 55 SECONDS WEST, A DISTANCE OF 38.09 FEET TO AN ANGLE POINT; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, A DISTANCE OF 367.03 FEET TO THE EASTERLY LINE OF AN EASEMENT FOR RAILROAD RIGHT OF WAY RECORDED SEPTEMBER 24, 1965 AS DOCUMENT 19597865, IN COOK COUNTY, ILLINOIS, SAID LINE ALSO BEING A CURVE; THENCE A DISTANCE OF 42.52 FEET NORTHERLY ALONG SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 396.37 FEET, A CHORD BEARING OF NORTH 22 DEGREES, 48 MINUTES, 06 SECONDS EAST AND A CHORD DISTANCE OF 42.50 FEET TO A POINT OF NON-TANGENCY AND BEING 746.50 FEET WEST OF SAID EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33; THENCE NORTH 01 DEGREE, 01 MINUTE, 05 SECONDS EAST, A DISTANCE OF 4.98 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 39 SECONDS WEST, A DISTANCE OF 81.44 FEET; THENCE NORTH 05 DEGREES, 55 MINUTES, 30 SECONDS EAST, A DISTANCE OF 195.44 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A TANGENTIAL CURVE TO THE SOUTHEAST, HAVING A RADIUS OF 273.04 FEET A CHORD BEARING OF NORTH 34 DEGREES, 05 MINUTES, 38 SECONDS EAST AND CHORD DISTANCE OF 257.78 FEET; THENCE EASTERLY ALONG SAID CURVE, A DISTANCE OF 268.47 FEET TO A POINT OF TANGENCY; THENCE NORTH 62 DEGREES, 15 MINUTES, 42 SECONDS EAST, A DISTANCE OF 314.97 FEET; THENCE NORTH 55 DEGREES, 06 MINUTES, 42 SECONDS EAST, A DISTANCE OF 118.96 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 353.77 FEET, THE CHORD OF SAID CURVE BEARS NORTH 32 DEGREES, 07 MINUTES, 57 SECONDS EAST, A CHORD DISTANCE OF 324.85 FEET FROM SAID POINT; THENCE NORTHERLY ALONG SAID CURVE, A DISTANCE OF 337.51 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH QUARTER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE NORTH 89 DEGREES, 44 MINUTES, 04 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 32.68 FEET TO SAID EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 1075.86 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF LOT 1, AFORESAID, WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, AFORESAID; THENCE NORTH 00 DEGREES 00 MINUTES 02 SECONDS WEST ALONG THE EAST LINE OF LOT 1, AFORESAID, 33.0 FEET; THENCE SOUTH 89

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DEGREES 39 MINUTES 26 SECONDS WEST ALONG A LINE 33.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4, AFORESAID, 244.90 FEET TO THE WESTERLY LINE OF SAID LOT 1; THENCE SOUTH 55 DEGREES 06 MINUTES 42 SECONDS WEST, 70.89 FEET TO A BEND THEREIN; THENCE SOUTH 62 DEGREES 15 MINUTES 42 SECONDS WEST ALONG SAID WESTERLY LINE, 29.40 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 26 SECONDS EAST ALONG A LINE 20.73 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33 AFORESAID, 329.07 FEET TO THE EAST LINE OF SAID LOT 1; THENCE NORTH 00 DEGREES 00 MINUTES 02 SECONDS WEST, 20.73 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS, AS CREATED BY RECIPROCAL EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS DATED OCTOBER 31, 1996 AND RECORDED NOVEMBER 5, 1996 AS DOCUMENT 96844596 BETWEEN HOME DEPOT U.S.A INC. AND THE AETNA CASUALTY AND SURETY COMPANY, AS FOLLOWS:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 39.53 FEET TO THE POINT OF BEGINNING; THENCE NORTH 20 DEGREES, 55 MINUTES, 43 SECONDS WEST, A DISTANCE OF 6.85 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 114.50 FEET, AND AN ARC LENGTH OF 41.82 FEET, WHOSE CHORD BEARS NORTH 10 DEGREES, 27 MINUTES, 52 SECONDS WEST, A DISTANCE OF 41.59 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, A DISTANCE OF 588.57 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, A DISTANCE OF 33.06 FEET; THENCE SOUTH 00 DEGREES, 17 MINUTES, 33 SECONDS EAST, A DISTANCE OF 591.20 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 64.00 FEET, AND AN ARC LENGTH OF 33.00 FEET, WHOSE CHORD BEARS SOUTH 15 DEGREES, 03 MINUTES, 49 SECONDS EAST, A DISTANCE OF 32.63 FEET TO A POINT OF TANGENCY; THENCE SOUTH 29 DEGREES, 50 MINUTES, 06 SECONDS EAST, A DISTANCE OF 37.08 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 15.00 FEET, AND AN ARC

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LENGTH OF 8.47 FEET, WHOSE CHORD BEARS SOUTH 46 DEGREES, 00 MINUTES, 11 SECONDS EAST, A DISTANCE OF 8.35 FEET TO A POINT ON A CURVE, SAID POINT BEING ALSO ON THE NORTHERLY RIGHT-OF-WAY LINE OF 87TH STREET; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, BEING A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1033.06 FEET AND AN ARC LENGTH OF 51.18 FEET, WHOSE CHORD BEARS SOUTH 76 DEGREES, 53 MINUTES, 52 SECONDS WEST, A DISTANCE OF 51.18 FEET TO A POINT ON A CURVE; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 20.50 FEET, AND AN ARC LENGTH OF 13.75 FEET WHOSE CHORD BEARS NORTH 01 DEGREE, 42 MINUTES, 30 SECONDS WEST, A DISTANCE OF 13.50 FEET TO A POINT OF TANGENCY; THENCE NORTH 20 DEGREES, 55 MINUTES, 43 SECONDS WEST, A DISTANCE OF 24.53 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3: A NON-EXCLUSIVE ACCESS EASEMENT FOR THE PASSAGE OF VEHICLES AND PEDESTRIANS, AS SET FORTH AND DEFINED IN THE RECIPROCAL EASEMENT AND OPERATION DECLARATION FOR HOME DEPOT SUBDIVISION RECORDED FEBRUARY 11, 1997 AS DOCUMENT 97098471, A SUPPLEMENT TO RECIPROCAL EASEMENT AGREEMENT RECORDED JULY 2, 1997 AS DOCUMENT 97480671 AND AMENDMENT TO RECIPROCAL EASEMENT AND OPERATION DECLARATION RECORDED JULY 14, 1997 AS DOCUMENT 97505122 AND SUPPLEMENT TO RECIPROCAL EASEMENT AND OPERATION DECLARATION RECORDED DECEMBER 24, 1997 AS DOCUMENT NUMBER 97969147 AND SUPPLEMENT TO RECIPROCAL EASEMENT AGREEMENT RECORDED JUNE 27, 2007 AS DOCUMENT NUMBER 0717839142.

PARCEL 4: A NON-EXCLUSIVE PERPETUAL UTILITY EASEMENT AS SET FORTH AND DEFINED IN THE RECIPROCAL EASEMENT AND OPERATION DECLARATION FOR HOME DEPOT SUBDIVISION RECORDED FEBRUARY 11, 1997 AS DOCUMENT 97098471, A SUPPLEMENT TO RECIPROCAL EASEMENT AGREEMENT RECORDED JULY 2, 1997 AS DOCUMENT 97480671 AND AMENDMENT TO RECIPROCAL EASEMENT AND OPERATION DECLARATION RECORDED JULY 14, 1997 AS DOCUMENT 97505122 AND SUPPLEMENT TO RECIPROCAL EASEMENT AND OPERATION DECLARATION RECORDED DECEMBER 24, 1997 AS DOCUMENT NUMBER 97969147 AND SUPPLEMENT TO RECIPROCAL EASEMENT AGREEMENT RECORDED JUNE 27, 2007 AS DOCUMENT NUMBER 0717839142.

PARCEL 5: A PYLON SIGN EASEMENT AS SET FORTH AND DEFINED IN THE RECIPROCAL EASEMENT AND OPERATION DECLARATION FOR HOME DEPOT SUBDIVISION RECORDED FEBRUARY 11, 1997 AS DOCUMENT 97098471, A SUPPLEMENT TO RECIPROCAL EASEMENT AGREEMENT RECORDED JULY 2, 1997

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AS DOCUMENT 97480671 AND AMENDMENT TO RECIPROCAL EASEMENT AND OPERATION DECLARATION RECORDED JULY 14, 1997 AS DOCUMENT 97505122 AND SUPPLEMENT TO RECIPROCAL EASEMENT AND OPERATION DECLARATION RECORDED DECEMBER 24, 1997 AS DOCUMENT NUMBER 97969147 AND SUPPLEMENT TO RECIPROCAL EASEMENT AGREEMENT RECORDED JUNE 27, 2007 AS DOCUMENT NUMBER 0717839142.

PARCEL 6: THE NO-BUILD EASEMENT LOCATED ON THE PARCEL ADJACENT TO THE PROPERTY AS SET FORTH IN THE TEMPORARY GRADING AND CONSTRUCTION EASEMENT AND NO-BUILD EASEMENT RECORDED JANUARY 5, 2007 AS DOCUMENT NUMBER 0700515161.

NOTE FOR INFORMATIONAL PURPOSES ONLY:

COMMONLY KNOWN AS: 210 W. 87TH STREET, CHICAGO, IL 60620

PROPERTY I.D. NO.: 20-33-305-039-0000 AND 20-33-305-040-0000

Property of Cook County Clerk's Office