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F-13,140-A-1

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EI

MORTGAGE

THIS MORTGAGE (hereinafter referred to as this "Mortgage"), made and effective as of the 31st day of October, 1985, by Essaness Theatres Corporation, a Delaware corporation with an address at 54 West Randolph Street, Chicago, Illinois 60601, (hereinafter referred to as "Mortgagor") to First Wisconsin National Bank of Milwaukee, a national banking association with an address at 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, (hereinafter referred to as "Mortgagee");

2200

W I T N E S S E T H :

WHEREAS, Mortgagor and Mortgagee contemplate (although neither is obligated) entering into a revolving credit agreement (the "Loan Agreement") pursuant to which Mortgagor may obtain advances of up to \$7,000,000 under certain circumstances, a portion of which advances would be used to reduce existing indebtedness of Mortgagor to Mortgagee;

WHEREAS, the Mortgagor has requested certain interim credit, pending execution and delivery of the Loan Agreement;

WHEREAS, Mortgagee is unwilling to provide such interim credit unless, among things, this Mortgage is executed and delivered by Mortgagor;

WHEREAS, the term "obligations" as used herein shall refer to all debts, obligations and liabilities of Mortgagor to Mortgagee under or pursuant to:

- (a) this Mortgage;
- (b) the Line of Credit Agreement dated March 1, 1984 between Mortgagor and Mortgagee, as amended to date, and the note(s) issued thereunder, the unpaid principal balance of which is currently \$5,000,000, which amount may increase to \$5,800,000 pursuant to certain outstanding letters of credit;
- (c) Mortgagor's guaranty of the obligations of the Jannes Land Trust to Mortgagee in the outstanding principal amount of \$1,280,000;
- (d) Mortgagor's guaranty of the obligations of Equipment Associates to Mortgagee in the outstanding principal amount of \$205,000; and
- (e) additional amounts advanced by Mortgagee to Mortgagor prior to execution and delivery of the Loan Agreement in the principal amount of up to \$500,000;

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(f) the Loan Agreement and the notes to be issued thereunder;

whether heretofore, now or hereafter made, incurred or created, whether voluntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, secured or unsecured, whether Mortgagor is liable individually or jointly with others; provided, however, that the Obligations shall be limited to a total principal amount of \$8,485,000 plus interest thereon and any disbursements made for the payment of taxes, special assessments or insurance on the Premises, as defined below, with interest on such disbursements;

WHEREAS, this Mortgage and any and all other instruments, documents and agreements governing, evidencing or securing any of the Obligations are hereinafter referred to collectively as the Security Documents and sometimes singularly as a Security Document; and

WHEREAS, this Mortgage shall be effective whether or not the Loan Agreement is executed and delivered;

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

GRANTING CLAUSE

That, in order to secure the payment of the Obligations, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Mortgagor, Mortgagor by these presents does hereby grant, bargain, sell, alien, release, remise, transfer, mortgage, convey, pledge, warrant, and grant a security interest in unto Mortgagee, its successors and assigns, forever, all and singular the following described properties (hereinafter collectively referred to as the "Premises"), to-wit:

(A) The real estate which is listed, described, and set forth in Exhibit A, which is attached hereto and hereby incorporated herein, (which real estate, together with any and all easements, rights-of-way, licenses, privileges, and appurtenances thereto and any and all other real estate which may at any time hereafter be conveyed by Mortgagor to Mortgagee as security for any of the obligations, is hereinafter referred to as the "Land");

(B) All right, title, and interest of Mortgagor, now or at any time hereafter existing, in and to all highways, roads, streets, alleys, and other public thoroughfares, bordering on or adjacent to the Land, together with all right, title, and interest of Mortgagor to the land lying within such highways, roads, streets, alleys, and other public thoroughfares, and all heretofore or hereafter vacated highways, roads, streets, alleys, and public thoroughfares, and all strips and gores adjoining or within the Land or any part thereof;

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(C) All buildings, structures, improvements, railroad spur tracks and sidings, plants, works, and fixtures now or at any time hereafter located on any portion of the Land and, without any further act, all extensions, additions, betterments, substitutions, and replacements thereof;

(D) All right, title, and interest of Mortgagor in and to all fixtures, furniture, furnishings, equipment, machinery, appliances, apparatus, and other property of every kind and description now or at any time hereafter installed or located on or used or usable in connection with the Land or the buildings and improvements situated thereon, whether such right, title, or interest in such items of property is now owned or hereafter acquired by Mortgagor, all of which fixtures, furnishings, furniture, equipment, machinery, and other property shall be deemed to be part of the Land;

(E) All rights, privileges, permits, licenses, easements, consents, tenements, hereditaments, and appurtenances now or at any time hereafter belonging to or in any wise appertaining to all or any part of the Land or any property or interest now or at any time hereafter comprising a part of the property or interests subject to this Mortgage; all right, title, and interest of Mortgagor, whether now or at any time hereafter existing, in all reversions and remainders to all or any part of the Land and other property and interests subject to this Mortgage, and all rents, income, issues, profits, royalties, and revenues derived from or belonging to all or part of the Land and other property and interests subject to this Mortgage, or any part thereof; and all rights, whether now or at any time hereafter existing, of Mortgagor, under, pursuant to, or in connection with any and all existing and future leases of and other agreements affecting all or any part of the Land and other property and interests subject to this Mortgage;

(F) Any and all real estate and other property whether now owned or hereafter acquired by Mortgagor, which may, from time to time after the execution of this Mortgage, by delivery or by writing of any kind, for the purposes hereof, be conveyed, mortgaged, pledged, assigned, or transferred by Mortgagor or by anyone in its behalf or with its consent to Mortgagee as and for additional security for the payment of the Obligations; and

(G) Any and all proceeds of the conversion, whether voluntary or involuntary, of all or any part of the Land and other property and interests subject to this Mortgage into cash or liquidated claims, including without limitation by reason of specification, all proceeds of insurance and all awards and payments, including interest thereon, which may be made in respect of all or any part of the Land or other property and interests subject to this Mortgage, or any estate or easement therein, as a result of any damage to or destruction of all or any part of the Land or other property and interests subject to this Mortgage, the exercise of the right of condemnation or eminent domain, the closing of, or the alteration of the grade of, any street on or adjoining the Land or

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other property and interests subject to this Mortgage, or any other injury to or decrease in the value of all or any part of the Land or other property and interests subject to this Mortgage, to the extent of all amounts which may be secured by this Mortgage, which said proceeds of insurance and awards are hereby assigned to Mortgagee, who is hereby authorized to collect and receive such awards and to give receipts and acquittances therefor and to apply the same or any part thereof toward the payment of indebtedness secured hereby; and Mortgagor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning said proceeds, awards and payments to Mortgagee, free, clear and discharged of any encumbrances of any kind or nature, whatsoever;

TO HAVE AND TO HOLD all of the Premises hereby conveyed and assigned, or intended or entitled so to be, unto Mortgagee, its successors and assigns, forever.

THIS MORTGAGE FURTHER WITNESSETH:

That Mortgagor has covenanted and agreed and does hereby covenant and agree with Mortgagee, its successors and assigns, as follows, to-wit:

ARTICLE I

COVENANTS OF MORTGAGOR

1.1 Covenants. So long as the Mortgagee has any obligation to extend credit pursuant to the Loan Agreement or any of the Obligations remain outstanding and unpaid, Mortgagor shall:

(a) Taxes. Pay and discharge, or cause to be paid and discharged, from time to time when the same shall become due, all taxes, assessments, and governmental charges of every character imposed upon the Premises, this Mortgage, the Obligations or the interest of the Mortgagee in the Premises; provided, however, that nothing herein contained shall require Mortgagor to pay any such tax, assessment, governmental charge or claim so long as the validity thereof shall be contested in good faith by appropriate proceedings.

(b) Maintenance. Maintain, preserve, and keep the Premises and all parts thereof, in good repair, working order, and condition and, from time to time, make all needful and proper repairs, renewals, and replacements thereto so as at all times to maintain the efficiency thereof.

(c) Waste. Abstain from and not suffer the commission of waste on the Premises, and keep the buildings, improvements, fixtures, equipment, machinery, and other property subject to this Mortgage in good repair and make replacements thereto as and when the same become necessary. Mortgagor shall promptly notify Mortgagee, in writing, of the occurrence of any loss or damage to the Premises.

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(d) Liens. Keep the Premises free from all mortgages, liens and encumbrances other than Permitted Liens, which shall be defined as liens consented to in writing by Mortgagee, and perform all of Mortgagor's obligations and duties under any mortgage or security agreement with a lien which has priority over this Mortgage and any obligation to pay secured by such a mortgage or security agreement.

(e) Laws. Comply with all material laws, regulations and ordinances affecting the Premises.

(f) Alteration or removal. Not remove, demolish or materially alter any part of the Premises without the Mortgagee's prior written consent; provided, that Mortgagor may remove a fixture, provided the fixture is promptly replaced by another fixture of at least equal value.

(g) Dispositions. Not sell, transfer, convey or otherwise dispose of the Premises, or any material part thereof or interest therein, in any manner, whether voluntarily or involuntarily, by operation of law or otherwise without the prior written consent of Mortgagee. Mortgagee may deal with any transferee as to his, her or its interest in the same manner as with Mortgagor, without in any way discharging the liability of Mortgagor hereunder or under the Obligations.

(h) Insurance. Keep all buildings, improvements, fixtures, equipment, machinery, and other property now or hereafter comprising the Premises insured against loss or damage by fire, risks covered by extended coverage endorsements, such other risks as are usually insured against by prudent owners of like property, and such other risks as may from time to time be requested by mortgagee, in an amount equal to the full insurable value thereof determined on a replacement cost basis without reserve for depreciation, and pay the premiums when due. All such insurance shall be written by responsible insurance companies selected by Mortgagor, subject to the approval of Mortgagee; and all policies for such insurance shall be so drawn as to name Mortgagee as an insured, to make any losses thereunder payable to Mortgagee, and to be noncancellable and non-amendable without at least thirty (30) days prior written notice to Mortgagor and Mortgagee. In the event of any loss or damage covered by insurance required to be carried hereunder, Mortgagor shall give immediate notice thereof to Mortgagee and Mortgagee may thereupon make proof of such loss or damage, if the same is not promptly made by Mortgagor. The proceeds of any such insurance shall be paid to Mortgagee for application to the Obligations in the inverse order of their maturities or (at the option of Mortgagee) to restoration of the Premises. Mortgagee is hereby authorized and empowered by and on behalf of Mortgagor to settle, adjust, or compromise any claims for loss, damage, or destruction under any such policy or policies of insurance. Mortgagee shall give written notice within a reasonable time to Mortgagor of any such adjustment or compromise. The power granted hereby shall be deemed to be coupled with an interest

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and to be irrevocable. Any excess of such proceeds beyond that due Mortgagee shall be paid to Mortgagor. All of such policies of insurance shall be held by Mortgagee as additional security hereunder and, in the event of sale of the Premises following a default by Mortgagor, the ownership of all policies of insurance and the right to receive the proceeds of any insurance payable by reason of any loss theretofore or thereafter occurring shall pass to the purchaser at such sale, and Mortgagor hereby appoints Mortgagee its attorney-in-fact, in the name of Mortgagor, to assign and transfer all such policies and proceeds to such purchaser.

(i) Evidence of Insurance. Deposit with Mortgagee all policies of insurance or certified copies thereof and certificates relating thereto (which such policies or certificates shall be marked "paid" by the issuing company or agent) carried by Mortgagor from time to time pursuant to subparagraph (h) above.

(j) Further Instruments. Execute, acknowledge, deliver, and cause to be recorded or filed, in the manner and place required by any present or future law, any instrument that may be requested by Mortgagee to publish notice or protect, perfect, preserve, continue, extend, or maintain the security interest and lien, and the priority thereof, of this Mortgage or the Security Documents or the interest of Mortgagee in the Premises, including, without limitation by reason or specification, mortgages, security agreements, financing statements, continuation statements, and instruments of similar character, and Mortgagor shall pay or cause to be paid (i) all filing and recording taxes and fees incident to each such filing and recording, (ii) all expenses incurred by Mortgagee in connection with the preparation, execution, and acknowledgement of all such instruments, and (iii) all federal, state, county, and municipal stamp taxes and other taxes, duties, imposts, assessments, and charges arising out of or in connection with the execution and delivery of such instruments.

(k) Deposits. At the request of Mortgagee, pay to Mortgagee monthly a sum equivalent to one-twelfth (1/12) of the amount estimated by Mortgagee to be sufficient to enable Mortgagee to pay, at least thirty (30) days before they become due, all taxes, assessments, and other similar charges levied against the Premises and all insurance premiums on any policy or policies of insurance required to be carried by Mortgagor hereunder. Mortgagee shall not be required to hold such sums in segregated accounts, and no interest shall be payable by Mortgagee to Mortgagor with respect to any amounts paid by Mortgagor pursuant to this subparagraph. Upon demand by Mortgagee, Mortgagor shall deliver and pay over to Mortgagee such additional sums as are necessary to satisfy any deficiency in the amount necessary to enable Mortgagee to fully pay any of the items hereinabove mentioned before the same become due. In the event of an Event of Default, Mortgagee may apply against the indebtedness secured hereby, in such a manner as Mortgagee may determine, any funds of Mortgagor then held by Mortgagee under this subparagraph.

1.2 Condemnation. If all or any part of the Premises is damaged, taken, or acquired, either temporarily or permanently, in any condemnation proceeding, by exercise of the right of eminent domain, by sale in lieu of condemnation or eminent domain, or by the alteration of the grade of any street affecting the said Premises, then the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the then remaining unpaid indebtedness secured hereby, is hereby assigned to Mortgagee, who is empowered to collect and receive the same and to give proper receipts therefor in the name of Mortgagor, and the same shall be paid forthwith to Mortgagee and shall be applied to the Obligations in the inverse order of their maturities or (at Mortgagee's option) to restoration of the Premises.

1.3 Self-help by Mortgagee. If Mortgagor shall fail to comply with any of the terms, covenants, and agreements contained herein or in the Loan Agreement, any of the Security Documents, or any other agreement now or at any time hereafter existing between Mortgagor and Mortgagee, then Mortgagee may (but shall not be obligated to), without further demand upon Mortgagor and without waiving or releasing Mortgagor from any such obligation, remedy such default for the account of Mortgagor. Mortgagor agrees to repay, upon demand by Mortgagee, all sums advanced by Mortgagee to remedy such defaults, together with interest at the rate of 12% per year. All such sums, together with interest as aforesaid, shall become additional indebtedness secured by this Mortgage and by the Security Documents. No such payment by Mortgagee shall be deemed to relieve Mortgagor from any default or Event of Default hereunder.

ARTICLE II

EVENTS OF DEFAULT; REMEDIES

2.1 Events of Default; Acceleration. Upon the occurrence of any one or more of the following events (each an "Event of Default"): (i) the occurrence of any event of default under the Loan Agreement or any Security Document; (ii) any of the Obligations is not paid when due (by acceleration or otherwise); (iii) Mortgagor fails to timely perform or observe any of Mortgagor's covenants in this Mortgage; then and in any such case, Mortgagee shall have all of the remedies for default provided by this Mortgage, the Loan Agreement and the Security Documents, as well as applicable law, including foreclosure of this Mortgage.

2.2 Sale by Mortgagee. Upon the happening of an Event of Default, then and in every such case Mortgagee, in its discretion, may, with or without entry, personally or by attorney, sell all or any part of the Premises at such place or places, and in such other manner, as may now or hereafter be authorized by law.

2.3 Payment of Costs and Expenses. Mortgagor hereby agrees that if Mortgagee commences any proceeding to foreclose this Mortgage or any other suit in equity,

action at law, or other appropriate proceeding to enforce its rights under the Loan Agreement, this Mortgage, or any of the Security Documents, or is made a party to any suit or proceeding by reason of the interest of the Mortgagee in the Premises, then Mortgagor shall pay to Mortgagee all reasonable costs and expenses (including attorneys' fees and costs of obtaining evidence of title) paid or incurred by Mortgagee in connection therewith.

2.4 Purchase by Mortgagee. In the case of any sale of the Premises pursuant to any judgment or decree of any court or at public auction or otherwise in connection with the enforcement of any of the terms of this Mortgage, Mortgagee, its successors or assigns, may become the purchaser, and for the purpose of making settlement for or payment of the purchase price, shall be entitled to deliver over and use the Obligations, in order that there may be credited as paid on the purchase price the sum then due under the Obligations.

2.5 Special Foreclosure. Mortgagor agrees that, to the extent permitted by law, and to the extent any of the Premises are located in the State of Wisconsin, this Mortgage may be foreclosed by Mortgagee, at its option, pursuant to the provisions of Section 846.101 or Section 846.103(2) of the Wisconsin Statutes, as the same may be amended or renumbered from time to time.

2.6 Possession by Mortgagee. Upon the happening of an Event of Default, then and in every such case Mortgagee, either itself or by its agents or attorneys, may, in the discretion of Mortgagee, enter upon and take possession of the Premises, or any part or parts thereof, and may exclude Mortgagor and its agents and servants wholly therefrom, and having and holding the same, Mortgagee may use, operate, manage, and control the Premises or any part thereof, and conduct the business thereof, either personally or by superintendents, managers, agents, employees, and attorneys and, from time to time, by purchase, repair, or construction, may maintain and restore and may insure and keep insured the buildings, structures, improvements, fixtures, and other property, real and personal, comprising the Premises. After paying the expenses of operating the Premises, Mortgagee shall apply the moneys arising therefrom to the Obligations.

2.7 Receiver. At any time after an Event of Default, Mortgagee shall be entitled, as a matter of right, without notice or demand and without giving bond to Mortgagor, or anyone claiming through or under Mortgagor, and without regard to the solvency or insolvency of Mortgagor or any person liable for any indebtedness hereby secured or to the value of the Premises or the occupancy thereof as a homestead, to have a receiver appointed of all or any part of the Premises and of the earnings, income, rents, issues, and profits thereof, for such period or periods of time, including any foreclosure proceedings, before and after any judgment of foreclosure, and during the full statutory period of redemption, if any, and with such powers as the court making such appointment shall confer, including application of such earnings, income, rents, issues, and profits to the indebtedness secured hereby.

2.8 Remedies Cumulative. No remedy herein conferred upon or otherwise available to Mortgagee is intended to be or shall be construed to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given hereunder and under any of the Security Documents and now or hereafter existing at law, in equity, or by statute. No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or an acquiescence therein; nor shall the giving, taking, or enforcement of any other or additional security, collateral, or guaranty for the payment of the indebtedness secured under this Mortgage operate to prejudice, waive, or affect the security of this Mortgage or any rights, powers, or remedies hereunder; nor shall Mortgagee be required to first look to, enforce, or exhaust, any such other or additional security, collateral, or guaranty.

2.9 Indulgences by Mortgagee. In the event that Mortgagee (a) grants any extension of time or forbearance with respect to the payment of any indebtedness secured by this Mortgage; (b) takes other or additional security for the payment thereof; (c) waives or fails to exercise any right granted herein or under the Obligations or any Security Document; (d) grants any release, with or without consideration, of the whole or any part of the security held for the payment of the debts secured hereby or the release of any person liable for payment of such debts; (e) amends or modifies, in any respect, any of the terms and provisions hereof or of the Loan Agreement or any of the Security Documents; then and in any such event, such act or omission to act shall not release Mortgagor or any co-maker, surety, or guarantor, nor preclude Mortgagee from exercising any right, power, or privilege herein granted or intended to be granted in the event of any other default or Event of Default then made or any subsequent default or Event of Default, nor in any way impair or affect the lien or priority of this Mortgage or of any other Security Document.

2.10 Abandonment of Proceedings. In case Mortgagee shall have proceeded to enforce any right under this Mortgage by foreclosure, sale, entry, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to Mortgagee, then, and in every such case, Mortgagor and Mortgagee shall be restored to their former positions and rights hereunder with respect to the Premises subject to the lien hereof.

ARTICLE III

MISCELLANEOUS

3.1 Relationship of Parties. The relationship between Mortgagee and Mortgagor is solely that of a lender and borrower, and nothing contained herein or in the Loan Agreement or any of the Security Documents shall in any

manner be construed as constituting Mortgagee a partner or joint venturer of Mortgagor or as creating any other relationship between Mortgagee and Mortgagor other than that of lender and borrower.

3.2 Severability. If any term, covenant, or condition of the Loan Agreement, this Mortgage, or any Security Document or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of the Loan Agreement, this Mortgage, and the Security Documents and the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each and every term, covenant, and condition of the Loan Agreement, this Mortgage, and the Security Documents shall be valid and be enforced to the fullest extent permitted by applicable law.

3.3 Subrogation. Mortgagee shall be subrogated to all liens, although released of record, which are paid out of any proceeds secured by this Mortgage.

3.4 Accessions and Assigns. All of the covenants and conditions hereof shall run with the land, shall be binding on the successors and assigns of Mortgagor, and shall inure to the benefit of the successors and assigns of Mortgagee. This Mortgage and the Security Documents are made and entered into for the sole protection and benefit of Mortgagee and Mortgagor and their respective successors and assigns, but in the case of assigns of Mortgagor, only to the extent permitted hereunder, and no other person or persons shall have any first or other lien or rights to the loan funds at any time; that the Loan Funds do not constitute a trust for the benefit of any third party; that no third party shall under any circumstances be entitled to any equitable lien on any undispensed loan funds at any time; and that Mortgagee shall have a lien upon and right to direct application of any undispensed loan funds as additional security for the Obligations.

3.5 No Excess Interest. If any charge in the nature of interest provided for herein, in the Loan Agreement, or in any instrument evidencing indebtedness secured hereby shall contravene applicable usury limitations, then Mortgagor shall pay only such interest as would legally be permitted. If, for any reason, interest in excess of the amount as limited in the foregoing sentence shall have been paid, whether by reason of acceleration or otherwise, then, in that event, any such excess shall constitute and be treated as a payment of principal and shall operate to reduce such principal by the amount of such excess, or if in excess of the then principal indebtedness, then such excess shall be refunded.

3.6 Waivers by Mortgagor. To the fullest extent permitted by applicable law, Mortgagor, for itself, its successors and assigns, and each and every person with any interest in the Premises, or any part thereof, whether now owned or hereafter acquired, hereby waives notice of maturity,

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demand, presentment for payment, diligence in collection, notice of non-payment and protest, and any and all other notices and defenses, whatsoever, with respect to any and all of the indebtedness hereby secured; hereby consents and agrees to any extension of time, whether one or more, for the payment thereof and/or to any and all renewals thereof; and hereby consents and agrees that Mortgagee may amend the terms thereof, may release all or any part of the security for the payment thereof, and may release any party liable for the payment thereof, without, in any event, affecting the terms or effect of this Mortgage or the obligations or liabilities hereunder of Mortgagor, its successors or assigns, or any person with any interest in the Premises, or any part thereof, whether now owned or hereafter acquired.

3.7 Applicable Law. This Mortgage shall, in all respects, be governed by the internal laws of the State of Wisconsin, except to the extent that rights and remedies with respect to the Premises are governed by the laws of the state where the Premises are located, and except to the extent superseded by Federal law.

3.8 Right of Inspection. Mortgagee and its authorized agents, representatives, and employees shall have the right, at the option of Mortgagee, to enter into the Premises at all reasonable times for the purpose of inspecting the same and, at the option of Mortgagee, remedying any default or Event of Default hereunder on the part of Mortgagor, including, but not limited to, any failure on the part of Mortgagor to repair the Premises.

3.9 Amendment. Neither this Mortgage nor any term, covenant, or condition contained herein may be amended, modified, or terminated, except by an agreement in writing, signed by the party against whom enforcement of the amendment, modification, or termination is sought.

3.10 Construction. The Loan Agreement, this Mortgage, and the Security Documents shall be construed without regard to any presumption or rule requiring construction against the party causing such instruments to be drafted. The headings and captions contained in this Mortgage are solely for convenience of reference and shall not affect its interpretation. All terms and words used in this Mortgage, whether singular or plural and regardless of

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the gender thereof, shall be deemed to include any other number and any other gender as the context may require.

IN WITNESS WHEREOF, Mortgagor has caused these presents, to be duly executed, sealed, and delivered as of the day and year first above written.

ESSANESS THEATRES CORPORATION

By: [Signature]
Name: Robert Persa
Title: Vice President

(CORPORATE SEAL)

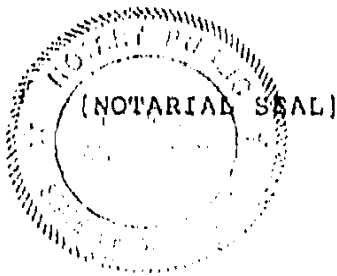
Attest: [Signature]
Name:
Title:

STATE OF Wisconsin)
COUNTY OF Milwaukee) SS.

On this 7th day of November, 1985, before me, a Notary Public, personally appeared Robert Persa and [Signature], to me personally known, who being by me duly sworn, did say that they are the Vice President and Secretary, respectively, of Essaness Theatres Corporation, a Delaware corporation, and that this instrument was signed and sealed in behalf of such corporation, and the said Vice President and Secretary acknowledge the execution of this instrument as the free act and deed of such corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Name: Hading Anderson
Notary Public
State of Wisconsin
County of Milwaukee
My Commission November 12, 1985



This instrument was drafted by and should be returned to Emory Ireland, of Foley & Lardner, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202.

BOX 303 CA

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EXHIBIT A TO MORTGAGE

Mortgagee: First Wisconsin National Bank of Milwaukee
Mortgagor: Essaness Theatres Corporation
Date: October 31, 1985.

Legal Description of the Premises:

The following described real estate situated
in the City of Chicago, County of Cook, State
of Illinois, to-wit:

Lot 8 in Block 35 in the original town of
Chicago in Section 9, Township 39 North,
Range 14 East of the Third Principal Meridian.

PIN: 17-09-437-006-0000 P.P.

ADDRESS: 75 W. RANDOLPH
CHICAGO, IL

Property of Cook County Clerk's Office

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