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91045327

(CHICAGO)

THIS INSTRUMENT PREPARED BY:  
Alston & Bird  
One Atlantic Center  
1201 West Peachtree Street  
Atlanta, Georgia 30309-3424

## FOURTH AMENDMENT TO DEED OF TRUST AND ASSIGNMENT OF LEASEHOLD INTEREST

This Fourth Amendment to Deed of Trust and Assignment of Leasehold Interest dated as of December 31, 1990, by and between Houston's Restaurants, Inc., a Delaware corporation ("Grantor"), and Sovran Bank/Central South, a Tennessee banking corporation ("Sovran") (Sovran, together with Commerce Union Bank, the predecessor of Sovran, referred to collectively as "Bank").

DEPT-01 RECORDING \$19.00  
T#8888 TRAN 6236 01/30/91 11:52:00  
#6179 # H # -91-045327  
COOK COUNTY RECORDER

W I T N E S S E T H:

WHEREAS, Bank has heretofore made loans to Grantor aggregating Twenty-Six Million Nine Hundred Thousand Dollars (\$26,900,000.00) (the "Loans"), said Loans being evidenced by the following promissory notes made by Grantor, payable to the order of Bank: (i) that certain modified promissory note dated August 2, 1984 in the original principal amount of Three Million Three Hundred Thousand Dollars (\$3,300,000.00), the obligations of which have been paid in full (the "\$3,300,000.00 Note"), (ii) that certain promissory note dated August 2, 1984 in the original principal amount of Two Million Six Hundred

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PROPERTY

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Thousand Dollars (\$2,600,000.00), the obligations of which have been paid in full (the "\$2,600,000.00 Note"), (iii) that certain promissory note dated August 1, 1985 in the original principal amount of Four Million Dollars (\$4,000,000.00), of which the principal amount of \$520,000.00 is outstanding as of the date hereof (the "\$4,000,000.00 Note"), (iv) that certain promissory note dated August 1, 1986 in the original principal amount of Four Million Dollars (\$4,000,000.00), of which the principal amount of \$1,333,333.00 is outstanding as of the date hereof (the "1986 Note"), (v) that certain promissory note dated January 15, 1988 as amended on July 11, 1988, in the principal amount of Five Million Dollars (\$5,000,000.00) of which the principal amount of \$3,083,333.00 is outstanding as of the date hereof (the "1988 Note"), (vi) that certain promissory note dated December 15, 1988 in the original principal amount of Three Million Dollars (\$3,000,000.00), of which the principal amount of \$2,450,000.00 is outstanding as of the date hereof, and (vii) that certain promissory note dated April 1, 1990 in the original principal amount of \$5,000,000 of which the principal amount of \$5,000,000.00 is outstanding as of the date hereof (the "5,000,000.00 Note"); and

WHEREAS, as security for the Loans, Bank, Stephen C. Baker, as Trustee for Bank, and Grantor entered into that certain Deed of Trust and Assignment of Leasehold Interest dated November 24, 1986, of record in the Official Public Records of Real Property of Cook County, Illinois, Document

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Number 87149747, as amended by that certain First Amendment of Deed of Trust and Assignment of Leasehold Interest dated as of January 15, 1988, of record in the Official Public Records of Real Property of Cook County, Illinois, Document Number 88054008, as further amended by that certain Second Amendment of Deed of Trust and Assignment of Leasehold Interest dated as of December 15, 1988, of record in the Official Public Records of Real Property of Cook County, Illinois, Document Number 89117770, as further amended by that certain Third Amendment of Deed of Trust and Assignment of Leasehold Interest dated as of April 1, 1990, of record in the Official Public Records of Real Property of Cook County, Illinois, Document Number 90268832 as amended by that certain First Amendment to Third Amendment to Deed of Trust and Assignment of Leasehold Interest dated as of December 1, 1990 (collectively, the "Assignment of Lease"), whereby Grantor assigned and transferred to Bank all of Grantor's right and interest in and to a certain lease more particularly described therein; and

WHEREAS, Bank has made an additional revolving credit and term loan facility available to Grantor in the aggregate principal amount of up to Ten Million Dollars (\$10,000,000.00) (the "\$10,000,000.00 Facility"), said \$10,000,000.00 Facility being evidenced by promissory notes, one dated December 31, 1990 in the principal amount of \$5,000,000.00 and one or more additional promissory notes in the aggregate principal amount of \$5,000,000.00 (the "\$10,000,000.00 Notes"); and

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WHEREAS, the parties hereto desire to amend the Assignment of Lease to reflect the repayment in full of all obligations owing by Houston's under the \$2,600,000.00 Note and to secure Grantor's repayment of the \$10,000,000.00 Facility under the \$10,000,000.00 Notes;

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual promises and covenants contained herein, and other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, Grantor and Bank hereby amend the Assignment of Lease as follows:

1. The Assignment of Lease, as amended hereby, shall be and is hereby security for the repayment of the \$4,000,000 Note, the 1986 Note, the 1978 Note, the \$3,000,000.00 Note, the \$5,000,000.00 Note and the \$10,000,000.00 Notes.

2. Except as herein amended, the Assignment of Lease is hereby ratified and affirmed in all respects and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on their behalf by their duly authorized officers on the day and date first hereinabove written.

HOUSTON'S RESTAURANTS, INC.

SOVRAN BANK/CENTRAL SOUTH

By: James W. Bil  
President

By: [Signature]  
Title: \_\_\_\_\_

"GRANTOR"

"BANK"

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STATE OF TENNESSEE

COUNTY OF Davidson

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared William H. Diehl, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Vice President of Sovran Bank/Central South, the within named bargainor, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

Witness my hand and seal, at office in Nashville, Tennessee, this the 31st day of December, 1990.

Wm. C. Phillips  
NOTARY PUBLIC

My Commission Expires: 5/8/91

(NOTARIAL SEAL)

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STATE OF GEORGIA

COUNTY OF FULTON

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared George W. Biel, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be President of the Houston's Restaurants, Inc., the within named bargainer, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal at office in \_\_\_\_\_,  
\_\_\_\_\_, this the \_\_\_\_ day of December, 1990.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

(NOTARIAL SEAL)

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## EXHIBIT A

Approximately 6,527 square feet located in, and being a part of the southerly commercial area of the first floor of the former "Croyden" hotel building to be known as the "Lenox House", being more fully described in the Lenox House lease dated November 18, 1985, by and between American National Bank and Trust Company of Chicago, as Trustee of Trust Agreement #50915, dated October 1, 1980, as Landlord, and Houston's Restaurants, Inc., as Tenant. The Lenox House in Chicago, Illinois is more fully described in EXHIBIT B attached hereto.



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## EXHIBIT B

### LEGAL DESCRIPTION

Being the Northeast one-quarter of Block 28, in Kinzie's Addition to Chicago in fractional Section 10, Township 39 North, Range 14 East, of the Third Principal Meridian, in Cook County, Illinois.

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PLEASE RETURN TO:  
ANN T. JONES  
ALSTON & BIRD  
ONE ATLANTIC CENTER  
1201 WEST PEACHTREE STREET N.E.  
ATLANTA, GEORGIA 30309-3424

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