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THIS DOCUMENT WAS PREPARED BY
AND UPON RECORDING RETURN TO:

Southwest Bank of St. Louis
2301 South Kingshighway
St. Louis, Missouri 63110
Attn: John G. Barry

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT ("Mortgage") is made and entered into this 31st day of August, 1998, by and between Sweet Traditions of Illinois, L.L.C., an Illinois limited liability company, whose address or principal place of business is 711 Old Ballas Road, St. Louis, Missouri 63141 ("Borrower") and SOUTHWEST BANK OF ST. LOUIS, a Missouri banking corporation, whose address is 2301 South Kingshighway, St. Louis, Missouri 63110 ("Bank").

WITNESSETH:

That for good and valuable consideration, and to secure (a) that certain Revolving Credit Notes dated August 31st, 1998, executed by Borrower and Sweet Traditions, L.L.C., a Missouri limited liability company ("Sweet Traditions") payable to the order of Bank in the principal amount of Five Million Dollars (\$5,000,000.00) bearing interest as specified therein and maturing on AUGUST 31, 1999, as well as any term notes executed by Borrower pursuant to the Loan Agreement (the "Loan Agreement") of even date herewith by and among Borrower, Sweet Traditions and Bank (all such notes being referred to, collectively, as the "Notes"); (b) all indebtedness and obligations arising pursuant to the provisions of this Mortgage or any other agreement now or hereafter given in connection with or as security for the Notes; (c) the payment of any sum or sums of money which may hereafter be payable by Borrower to Bank under any Notes or agreement or by reason of Borrower's account with Bank, or charges incurred on its account, or in respect of instruments drawn, accepted, guaranteed or endorsed by Borrower or on its behalf and discounted or paid or held by Bank either at Borrower's request or in the course of business, together with interest thereon as therein provided, whether evidenced by Notes, check, receipt, book account, overdrafts, or any other liability as endorser or guarantor on any other indebtedness hereafter due to Bank; (d) the performance and observance of each and every term, covenant, condition, and agreement of the Notes and this Mortgage and every other agreement now or hereafter given in connection with or as security for the Notes, including, but not limited to, any loan agreement, commitment or application; and (e) any and all extensions, renewals or modifications of the Notes or any other instruments now or hereafter evidencing the indebtedness secured hereby, and interest thereon as provided in such extension, renewal or modification (all matters described in clauses (a) through (e) are hereinafter collectively referred to as the "Secured Indebtedness"), Borrower

THE ABOVE SPACE IS FOR RECORDING

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does by these presents **Mortgage and Warranty** unto Bank, its successors and assigns, the real estate situated in the County of Cook, State of Illinois, as more particularly described on **Exhibit A**, attached hereto and made a part hereof;

TOGETHER with all and singular any and all buildings and improvements now or hereafter situated thereon, and all tenements, hereditaments and appurtenances whatsoever thereunto belonging or in any way appertaining thereto, and the reversions, remainders, rents, revenues, income, issues and profits thereof; and all the right, title, and interest of Borrower in and to the land lying in any street, road, avenue, alley or right-of-way in front of or adjoining said premises and the strips and gores of land adjacent to or adjoining said premises and any and all easements appurtenant to said premises. Also together with all of the right, title and interest of Borrower to: all air rights, water rights, oil, gas, minerals, coal or other substances underlying or relating to the real estate, all fixtures, fixed assets, and personalty now or at any time hereafter annexed, affixed or attached to said real estate and/or said buildings, improvements or structures thereon and all personal property now owned or hereafter acquired by Borrower and used or intended to be used in the possession, occupation or enjoyment of the real estate, including (but without limiting the generality of the foregoing) all apparatus, appliances, machinery, equipment, and articles used to supply or provide, or in connection with, heat, gas, air-conditioning, plumbing, water, lighting, power, elevator, sewerage, cleaning, refrigeration, cooling, ventilation and sprinkler systems, water heaters, all window shades, drapes and drapery equipment and apparatus, fire prevention and extinguishing apparatus, security and access control apparatus, all window cleaning apparatus, all furniture, all grounds maintenance equipment, all maintenance supplies, all rugs and carpeting and all construction materials; all of Borrower's contract rights under and all receivables now or hereafter owing to Borrower under all existing and future leases of space in any building now or hereafter situated on the real estate and under any extension or renewal of any said leases and under all lease guaranties executed in connection therewith; all existing and hereafter created or acquired deposits, contracts, accounts, goodwill, trademarks, tradenames, general intangibles, books, records, reports, surveys, plats, engineering reports, government permits, escrow deposits, tenant security deposits, soil reports, plans, specifications, files, tests and documents of any kind or nature relating to the real estate and the development thereof; all of Borrower's rights under any existing and future sales contracts affecting all or any portion of the real estate; all replacements, additions or substitutions of or to any of the foregoing and any after acquired title to any of the foregoing; and all products and proceeds of the foregoing, including without limitation, insurance proceeds and all proceeds of any award for the taking of all or any part of the foregoing pursuant to any governmental action.

All of the property described hereinabove, whether real, personal or mixed together with any and all additional interests therein, whether now owned or hereafter acquired, shall be security for the Secured Indebtedness and shall be subject to the lien of this Mortgage and shall hereinafter be referred to as the "Mortgaged Property." To the extent that any portion of the Mortgaged Property may not be deemed to be real property or fixtures, this Mortgage shall constitute a security agreement with Borrower as the debtor and Bank as the secured party. Borrower hereby grants Bank a security interest in the Mortgaged Property to the extent that any of the Mortgaged Property may be deemed personal property or fixtures.

TO HAVE AND TO HOLD THE SAME, unto Bank, its successors and assigns forever, Borrower hereby releasing and waiving all right to retain possession of the Mortgaged Property after any default under this Mortgage.

PROVIDED, HOWEVER, that if Borrower shall fully pay or cause to be fully paid all the Secured Indebtedness, then, the estate, right, title and interest of Bank in the Mortgaged Property shall cease, and upon proof being given to the satisfaction of Bank that the Secured Indebtedness has been paid or satisfied,

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and upon payment of all fees, costs, charges, expenses and liabilities chargeable or incurred or to be incurred by Bank, and of any other sums as herein provided, Bank shall release, without warranty, the Mortgaged Property then held hereunder.

MOREOVER, in further consideration Borrower does for Borrower and Borrower's heirs, representatives, grantees, successors and assigns, hereby expressly warrant, covenant, and agree to and with Bank and its successors and assigns as follows:

1. **Title To Mortgaged Property**

Borrower is lawfully seized of indefeasible title and estate to the Mortgaged Property and has full right, power and authority to convey the same subject only to encumbrances, easements, reservations and restrictions of record. Borrower shall keep the Mortgaged Property free from all other liens and claims of every kind, whether statutory or otherwise, and protect the title and possession thereof. Borrower agrees, at the request of Bank, from time to time, to execute any further assurances of title and to provide Bank with such evidence thereof as Bank shall request.

2. **Future Advances**

Upon Borrower's request and at Bank's sole option and discretion, Bank may make future advances and Borrower may incur future obligations at any time and from time to time in an aggregate amount not to exceed \$7,000,000.00. Any such future advance or future obligation shall be a part of the Secured Indebtedness hereunder.

3. **Taxes**

Borrower shall pay all taxes, assessments, and public charges, general and special, and penalties now existing or hereafter becoming due against the Mortgaged Property before the same become delinquent. Borrower shall deliver to Bank copies of all receipts evidencing such payments prior to the date when the same would be delinquent.

4. **Insurance**

Borrower shall keep the Mortgaged Property constantly insured against loss or damage by fire and extended coverage perils in an amount not less than the greater of (1) the full insurable value or (2) such other amount as may from time to time be required by Bank, with no co-insurance clauses in the policies of insurance unless Bank shall consent thereto in writing. All such insurance shall be carried by companies authorized to insure in Illinois which are acceptable to Bank, and all such policies shall be in form acceptable to Bank and shall include a standard mortgagee's endorsement and loss payable clause in favor of and in form acceptable to Bank. All such policies of insurance shall require a minimum of thirty (30) days' written notice to Bank of any cancellation thereof or any changes affecting Bank's coverage. Borrower shall keep all such policies of insurance constantly assigned, pledged and delivered to Bank for further securing the Secured Indebtedness and all renewal policies shall be delivered to Bank at least fifteen (15) days before the expiration of the policies then in effect. In the event of loss, Borrower shall immediately give Bank written notice thereof and Bank is hereby authorized and empowered to make proof of loss. Each insurance company is hereby authorized to make payments directly to Bank instead of to Bank and Borrower jointly. Bank is hereby expressly authorized and empowered by Borrower to collect and receive from any insurer issuing policies of any kind covering the Mortgaged Property, all amounts as may be due or payable to Borrower by way of unearned premiums or otherwise, on any such policy or policies of insurance should said policy or policies of insurance be at any time cancelled and all such amounts are hereby assigned and pledged to Bank for further securing the Secured Indebtedness.

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Upon the receipt of any such proceeds, unearned premiums, or any amounts otherwise received by Bank as herein provided, Bank is authorized and directed to give a receipt therefor in the name, behalf and stead of Borrower, as its agent. Bank is hereby further expressly authorized and empowered by Borrower to endorse Borrower's name upon any checks or vouchers given in payment of said amounts so that the signature of the Bank shall be taken with the like effect as if the Borrower had individually signed or endorsed said checks or vouchers. Bank shall have the right, as its sole option, to apply all such monies as shall be thus collected and received by Bank toward the payment of the Secured Indebtedness of the cost of rebuilding or restoring the damaged property or the cost of procuring other insurance on the Mortgaged Property, or to apply all or any part of such monies against any part of the Secured Indebtedness, without regard to the maturity thereof, and in any order as Bank shall elect.

In the event of foreclosure hereunder, Bank shall have full and complete power to assign to the purchaser or purchasers at such foreclosure sale any and all policies of insurance which may then be in force and effect upon the Mortgaged Property for the full unexpired term of such policy or policies, and Borrower shall not be entitled to have said insurance canceled nor receive the unearned premium thereon.

5. Obligations Of Borrower

Borrower shall pay and perform all conditions of the Notes and other obligations secured hereby including any future advances or future obligations in accordance with the respective terms of each evidence of indebtedness or obligation, or when the maturity thereof may be accelerated in accordance with the terms thereof or of this Mortgage. Borrower will also duly and promptly pay all indebtedness and perform all obligations secured by any encumbrance affecting the Mortgaged Property which is superior in lien to the lien hereof. Borrower shall also pay to Bank, upon Bank's request, together with and in addition to the payments due pursuant to the terms of the Secured Indebtedness, a sum, as estimated by Bank, equal to the taxes and special assessments next due on the Mortgaged Property, plus the premiums that will next become due and payable on insurance policies as may be required hereunder (collectively, the "Reserves"). The Reserves are solely for the added protection of Bank and entail no responsibility on Bank's part beyond the allowing of due credit, without interest, for the sums actually received by it. Upon assignment of this Mortgage by Bank, any Reserves on hand shall be turned over to the assignee and any responsibility of the assignor with respect thereto shall terminate.

6. Alterations/Maintenance

Borrower shall not remove, demolish or substantially or structurally alter any building, improvement or parking facility or space now or hereafter situated upon the Mortgaged Property. Borrower shall neither commit nor suffer any waste on the Mortgaged Property and shall keep all buildings, improvements, appurtenances, fixtures, parking facilities and spaces and other property now or hereafter situated thereon in sound condition and in good and substantial repair and shall not take or permit any action whereby the Mortgaged Property shall become less valuable. No fixtures shall be removed unless replaced with other fixtures with a value at least equal to that removed and free from any title retention or security agreement or other encumbrance.

7. Environmental

Borrower represents and warrants to Bank that (1) the Mortgaged Property is free from any Hazardous Materials (as defined below) and that the Mortgaged Property is not in violation of any laws, regulations or orders concerning Hazardous Materials; (2) to the best of Borrower's knowledge there has been no storage, disposal, discharge, deposit, injection, dumping, leaking, spilling, placing or escape of any Hazardous Materials on, in, under or from the Mortgaged Property. Borrower agrees that it will not permit the storage, disposal, discharge, deposit, injection, dumping, leaking, spilling, placing or escape of any Hazardous Material on, in or around the Mortgaged Property now or at any future time so long as

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this Mortgage is in effect; (3) Borrower shall comply with any and all laws, regulations or orders with respect to the discharge and removal of Hazardous Material, shall pay immediately when due the cost of removal of any such Hazardous Material. As used herein, the term "Hazardous Material" shall mean any asbestos, flammable substances, explosives, radio active materials, PCB-laden oil, hazardous materials, pollutants, contaminants, toxic substances, pollution or related materials from time to time specified as such in, or regulated under any federal, state or local laws, ordinances, rules, regulations or policies governing use, spillage, leakage, dumping, storage, treatment, transportation, manufacturer, refinement, handling, production or disposal of any hazardous substance (as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601(14) as amended from time to time, and the regulations promulgated thereunder), or any hazardous waste (as defined in the Resource Conservation and Recovery Act of 1976 42 U.S.C. §6903(5), as amended from time to time, and the regulations promulgated thereunder), petroleum (including crude oil or any fraction thereof), and natural gas or synthetic gas, including mixtures thereof and whether liquified or not. All representations, warranties and indemnities set forth in this paragraph shall survive any foreclosure or deed in lieu of foreclosure.

8. **Compliance With Laws**

Borrower shall comply at all times with all federal and state laws, all local and municipal ordinances and all rules, orders and regulations of any governmental entity having jurisdiction over the Mortgaged Property.

9. **Advancements By Bank**

If Borrower fails to pay any claim, lien or encumbrance which shall be prior to the lien of this Mortgage, or to pay, when due, any tax or assessment, or any insurance premium, or to keep the Mortgaged Property in repair as herein required or shall commit or permit any waste, or if there be commenced any action or proceedings affecting the Mortgaged Property or the title hereto, then Bank, at its sole option, shall have the right to pay such claim, lien, encumbrance, tax assessment or premium, with the right of subrogation thereunder, procure such evidence of title as it deems appropriate, make such repairs or take such steps as it deems appropriate to prevent or cure such waste, and take such action therein as it deems advisable, and for any and all of such purposes Bank shall have the right to advance such sums of money as it deems necessary or appropriate. The decision of Bank with respect to the legality, validity and priority of any such claim, lien or encumbrance, tax, assessment and premium, and the amount necessary to be paid in satisfaction thereof shall be final. Borrower shall pay to Bank, immediately and without demand, all sums of money advanced by Bank pursuant to this paragraph, together with interest thereon at the post maturity interest rate provided in the Notes, which sums and the interest thereon shall be secured hereby. Notwithstanding anything contained herein to the contrary, Bank shall not be obligated or under any duty to advance any money for any purpose whatsoever mentioned in this Mortgage.

10. **Mechanics Liens**

Borrower shall promptly pay or cause to be paid all costs for labor and material incurred in connection with the construction, maintenance, repair and operation of the Mortgaged Property, and shall never permit a lien or encumbrance for such labor and material to remain against the Mortgaged Property.

11. **Inspection; Appointment Of Managing Agent Or Receiver**

Bank and any persons authorized by Bank shall have the right to enter and inspect the Mortgaged Property at all reasonable times. If, at any time after default, the management or maintenance of the Mortgaged Property shall be determined by Bank to be unsatisfactory, Bank shall have the right to (1) employ for the duration of such default any person from time to time designated by the Bank as a managing agent of the Mortgaged Property, or (2) apply to a court having jurisdiction thereof for the appointment of a receiver

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for the Mortgaged Property. Borrower hereby expressly covenants and agrees that the court shall forthwith appoint such receiver with the usual powers and duties of receivers and said right to have a receiver appointed shall be without reference to the adequacy of the value of the Mortgaged Property or to the insolvency of Borrower or any party defendant to the suit. Borrower hereby expressly waives its right to object to the appointment of a receiver and hereby expressly consents that such appointment shall be a matter of absolute right to Bank. Nothing herein shall be deemed to cause Bank to be a mortgagee in possession, owner or operator of the Mortgaged Property.

12. Financial Information

If the Mortgaged Property is used in connection with a commercial enterprise, then within sixty (60) days after the close of each fiscal year of Borrower, Borrower shall deliver to Bank the following: (a) an annual audited financial statement; and (b) an annual rent roll and profit and loss statement on the Mortgaged Property.

13. Assignment Of Rents And Profits

Borrower hereby assigns to Bank all rents and profits now or hereafter accruing on the Mortgaged Property, and hereby authorizes Bank, from the date of any event of default, at Bank's sole option, to collect such rents and profits without taking possession of the Mortgaged Property or to take possession of the Mortgaged Property and rent the same for the account of Borrower and to apply any sums so received (after deducting all costs of collection and administration) against the Secured Indebtedness or any part thereof, without regard to the maturity thereof, in any order the Bank shall elect, and free from any liability except to apply said sums as provided by this Mortgage. Notwithstanding the foregoing, nothing herein shall cause Bank to be deemed a mortgagee in possession, owner or operator of the Mortgaged Property.

14. Renewal, Extension Or Modification Of Secured Indebtedness

In the event of the renewal, extension or modification of the Secured Indebtedness or any part thereof, all of the provisions of this Mortgage and the lien hereof from its date shall remain in force as fully and with the same affect as if it was made originally to mature at such extended time and to be on the terms as modified.

15. Eminent Domain

If the Mortgaged Property or any part thereof is taken by reason of the exercise by any authority of the right of eminent domain, the alteration of the grade of any street or any other injury to or decrease in the value of the Mortgaged Property, or if the Mortgaged Property or any part thereof is conveyed in lieu of any such taking, alteration or injury, Borrower shall continue to pay the Secured Indebtedness according to the terms thereof, until said indebtedness is paid in full. All awards or payments made because of such taking, alteration, or injury, or pursuant to any sale or any conveyance in lieu of such taking, alteration or injury shall, at the sole option of the Bank, be retained and applied by Bank towards the payment of the Secured Indebtedness or any part thereof (whether due or not), without regard to the maturity thereof, and may be applied against the Secured Indebtedness or any part thereof in any order the Bank shall elect, or such award or payment may be paid over wholly or in part to Borrower for the purpose of altering, restoring or rebuilding any part of the Mortgaged Property which may have been altered, damaged or destroyed as a result of any such taking or conveyance. Bank is hereby authorized in the name of Borrower to execute and deliver acquittances for any such award or payment and to collect the same. If any such award or payment has been paid into Court and thereafter the Mortgaged Property shall have been sold by foreclosure of this Mortgage, but such foreclosure shall be prior to the receipt by Bank of any such award or payment, Bank shall have the right to receive said award or payment to the extent any deficiency is due on such sale with interest thereon, at the post maturity interest rate in the Notes, whether

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or not a deficiency judgment shall have been sought, recovered or denied and all Bank's attorneys' fees, costs, and disbursements incurred by Bank in connection with the collection of any such award or payment.

16. Events Of Default; Right To Accelerate

The term "default" as used herein, shall mean the occurrence of any of the following events:

- (a) The failure of Borrower to pay the Secured Indebtedness, or any part thereof, as it becomes due in accordance with the terms of the Notes or of any other Notes or instruments now or hereafter evidencing the Secured Indebtedness, or when accelerated pursuant to any provision thereof or of this Mortgage subject to any cure rights expressly provided therein or by law; or
- (b) The failure by Borrower to punctually and fully perform and observe each term, covenant, agreement, or condition contained in the Notes or in any other Notes or instruments now or hereafter evidencing the Secured Indebtedness subject to any cure rights expressly provided therein or by law; or
- (c) Subject to any cure rights expressly provided therein or by law the failure by Borrower to punctually and fully perform and observe each term, covenant, agreement or condition contained in this Mortgage or in any other mortgage, security agreement, collateral pledge agreement, assignment, loan agreement, construction loan agreement, commitment, application, or any other document relating to the Secured Indebtedness; or
- (d) The default by Borrower under any other notes, agreement, mortgage, security agreement, or any other obligation of Borrower to Bank, whether or not secured by this Mortgage subject to any cure rights expressly provided therein or by law; or
- (e) A sale, transfer, conveyance, lease, contract for deed, or other disposition of all or any part of the Mortgaged Property or any interest therein, without prior written notice to Bank and without Bank's prior written consent, which consent shall be at Bank's sole option and shall be upon such terms and conditions as Bank shall at its sole option elect; or
- (f) If Borrower shall have a receiver appointed for any part of the Mortgaged Property or make an assignment for the benefit of creditors, be adjudicated as a bankrupt, or should there be the filing or instituting of bankruptcy proceedings by or against Borrower (or any general partner if Borrower is a limited or general partnership); or
- (g) The occurrence of any act or omission which would authorize or permit the holder or owner of an indebtedness or obligation secured by any superior lien against the Mortgaged Property to foreclose the superior lien or appoint a receiver.

Time and the exact performance of Borrower's obligations are material and of the essence hereof. On the happening of any one or more of such events of default, or at any time during the continuance of such default, Bank, at its sole option, and without notice, demand or presentment, which are hereby waived, shall have the right to declare the Secured Indebtedness or any part thereof immediately due and payable.

17. Foreclosure

If an event of default hereunder shall occur the holder of the Secured Indebtedness shall have the right to proceed directly to foreclose this Mortgage as is then provided by the laws of the State of Illinois. In case of any sale under this Mortgage, by virtue of judicial proceedings or otherwise, the Mortgaged Property may be sold in one parcel and as an entirety or in such parcels, manner and order as Bank in its sole discretion may elect. TO THE EXTENT PERMITTED BY LAW, BORROWER HEREBY WAIVES ANY AND ALL RIGHTS OF HOMESTEAD, REINSTATEMENT AND REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE, ON BEHALF OF BORROWER AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT DECREE OR

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JUDGMENT CREDITORS OF BORROWER, ACQUIRING ANY INTEREST IN OR TITLE TO THE MORTGAGED PREMISES SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

18. **Fees and Expenses**

Borrower agrees, to the extent permitted by law, to pay all costs and expenses incurred by Bank in connection with the preparation, recording, collection and enforcement of the Notes, this Mortgage and any other instrument now or hereafter evidencing the Secured Indebtedness or the foreclosure of this Mortgage, including but not limited to the cost of transfer or revenue stamps, the cost of procuring evidence of title, expenses and attorneys' fees which sums, together with interest thereon at the post maturity interest rate provided in the Notes, shall be secured hereby, whether or not any action or foreclosure proceeding are commenced or continued to judgment, and including representation at all appellate, bankruptcy and other insolvency proceedings.

19. **Security Agreement**

This Mortgage is intended to be a security agreement pursuant to the Uniform Commercial Code as adopted in the State of Illinois ("UCC") for all of the items specified above as part of the Mortgaged Property which may be subject to a security interest pursuant to the UCC, and Borrower hereby grants Bank a security interest in said items. Borrower agrees that Bank may file this Mortgage, or a reproduction or summary hereof, in the personal property index as a financing statement for any of the items specified above as part of the Mortgaged Property. In addition, this Mortgage shall constitute a financing statement recorded as a fixture filing in the real estate records of the county in which the Mortgaged Property is situated with respect to any and all of the items specified above as part of the Mortgaged Property which may now be or hereafter become affixed to the real estate or the improvements thereon. Borrower shall execute and deliver from time to time financing statements, and such other instruments and documents as may be requested by Bank to perfect, confirm and further evidence the security interest and assignments hereby granted and shall pay the fees incurred in filing all such financing statements. In addition to all other rights and remedies granted hereunder, Bank shall have the remedies of a secured party under the UCC with respect to any of the items specified above as part of the Mortgaged Property which constitute property within the purview of the UCC.

20. **Rights And Remedies Cumulative**

The rights and remedies of the Bank under this Mortgage are cumulative and are not in lieu of, but are in addition to any other rights or remedies which the Bank shall have under this Mortgage or any other instrument, or at law or in equity.

21. **Failure Of Bank To Require Strict Performance Not A Waiver**

The acceptance of one or more payments on the Secured Indebtedness made by anyone other than Borrower shall not constitute the Bank's consent to or approval of any sale, transfer, conveyance, lease, contract for deed, or other disposition of all or any part of the Mortgaged Property or any interest therein, nor shall such acceptance constitute Bank's waiver of a default of any other right it may have hereunder. Further, any failure of Bank to insist upon the strict performance by Borrower of any of the terms and provisions hereof shall not be deemed a waiver of any of the terms and provisions hereof; and Bank, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Borrower of any and all of the terms and provisions of this Mortgage to be performed by Borrower.

22. **Successors And Assigns**

All rights, powers and privileges herein granted to Bank shall belong to and become vested in any subsequent holder of the Secured Indebtedness whether by assignment or operation of law.

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23. **Severability**

Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

24. **Headings**

The paragraph headings of this Mortgage are for convenience only and shall not limit or define the meaning or content hereof. All pronouns and variations thereof shall be deemed to refer to masculine, feminine, neuter, singular or plural, as the identity of the person or persons may require.

25. **Riders**

Any and all Riders attached hereto are incorporated herein by this reference.

26. **Oral Commitments**

The following is added pursuant to Section 432.045 R.S.Mo.; as used below "Creditor" shall mean Bank:

ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU (BORROWER(S)) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

27. **Waiver of Jury Trial**

BORROWER HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY (WHICH BANK ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATING TO THIS MORTGAGE. THE OBLIGATIONS OF BORROWER HEREUNDER OR BANK'S CONDUCT IN RESPECT OF ANY OF THE FOREGOING.

28. **Consent to Forum**

BORROWER HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE COURT LOCATED WITHIN THE CITY OF ST. LOUIS OR ST. LOUIS COUNTY, MISSOURI OR FEDERAL COURT IN THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION, AND WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS BE MADE BY CERTIFIED OR REGISTERED MAIL DIRECTED TO BORROWER AT THE ADDRESS STATED HEREINABOVE AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT THEREOF. BORROWER WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED AGAINST IT AS PROVIDED HEREIN AND AGREES NOT TO ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE. BORROWER FURTHER AGREES NOT TO ASSERT AGAINST BANK (EXCEPT BY WAY OF A DEFENSE OR COUNTERCLAIM IN A PROCEEDING INITIATED BY BANK) ANY CLAIM OR OTHER ASSERTION OF LIABILITY WITH RESPECT TO THIS MORTGAGE, BANK'S CONDUCT OR OTHERWISE IN ANY JURISDICTION OTHER THAN THE FOREGOING JURISDICTIONS.

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29. **Notices**

All notices and other communications provided for herein shall, unless otherwise stated herein, be in writing and shall be personally delivered or sent by certified mail, postage prepaid, by prepaid overnight nationally recognized courier, or by facsimile, to the intended party at the address or facsimile number of such party set forth as follows:

If to Bank:

Southwest Bank of St. Louis
2301 South Kingshighway
St. Louis, Missouri 63110
Attention: Mr. John G. Barry
Facsimile No. (314) 843-1328

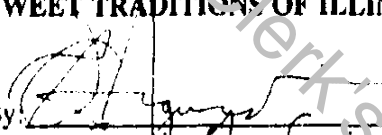
If to Borrower:

Sweet Traditions, L.L.C.
711 Old Ballas Road
St. Louis, Missouri 63141
Attention: Mr. Eric Sigurdson
Facsimile No. (314) 692-8456

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

BORROWER

SWEET TRADITIONS OF ILLINOIS, L.L.C.

By: 
Name: Eric Sigurdson
Title: Manager

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ACKNOWLEDGMENT

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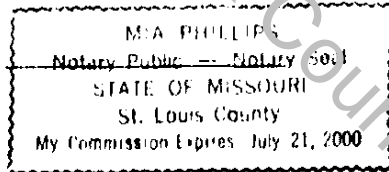
STATE OF Missouri)
) SS.
OF St. Louis)

On this 14th day of August, 1998, before me appeared [Signature], to me known to be the person described in and who executed the foregoing instrument, as the Manager of Sweet Traditions, L.L.C., a limited liability company organized under the laws of the State of Missouri, and acknowledged that he executed the same as the free act and deed of said limited liability company and is acting for and on behalf of and as [Signature] of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid on the day and year first above written.

[Signature]
Notary Public

My Commission Expires:



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EXHIBIT A

98785823

Legal Description

LOTS 8 AND 9 (EXCEPT THE EAST 7.50 FEET THEREOF) AND LOTS 10 TO 20 IN BLOCK 4 (EXCEPT THE EAST 17 FEET OF SAID LOTS TAKEN FOR STREET) IN HARLEM AND ARCHER AVENUE SUBDIVISION, A SUBDIVISION OF LOT 1 IN CANAL TRUSTEES' SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

18-13-214-033, 034, 035, 036, 037, 038, 039, 040
AND 18-13-214-058

5640 S. HARLEM AVE., SUMMIT, IL

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