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This Document Prepared by and
After Recording Return to:

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2094



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**LEASEHOLD REAL ESTATE MORTGAGE, SECURITY AGREEMENT,
COLLATERAL ASSIGNMENT OF RENTS AND LEASES, AND FIXTURE FILING**

FOR PURPOSES OF THE SECURITY AGREEMENT CONTAINED IN
THIS INSTRUMENT THE "SECURED PARTY" AND THE "DEBTOR"
AND THEIR RESPECTIVE ADDRESSES ARE AS FOLLOWS:

16

SECURED PARTY: HARRIS TRUST AND SAVINGS BANK., AS TRUSTEE
311 WEST MONROE STREET
CHICAGO, ILLINOIS 60626

16
[Signature]

DEBTOR: FLYING FOOD FARE MIDWAY, L.L.C.
212 NORTH SANGAMON STREET
CHICAGO, ILLINOIS 60607

THIS INSTRUMENT WHEN RECORDED SHALL CONSTITUTE A "FIXTURE FILING"
FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE. THE ADDRESS OF THE
SECURED PARTY SHOWN ABOVE IS THE ADDRESS AT WHICH INFORMATION
CONCERNING THE SECURED PARTY'S SECURITY INTEREST MAY BE OBTAINED.

FLYING FOOD FARE MIDWAY, L.L.C., a Delaware limited liability company (the
"Mortgagor"), MORTGAGES AND WARRANTS to HARRIS TRUST AND SAVINGS BANK,
(the "Mortgagee"), as Trustee under an Indenture of Trust (the "Indenture") dated as of August 1,
1999 between Mortgagor and the City of Chicago, Illinois ("Issuer") relating to Issuer's Variable
Rate Demand Industrial Development Revenue Bonds (Flying Food Fare Midway Project) Series
1998 (the "Bonds"), and the Mortgagor GRANTS A SECURITY INTEREST to the Mortgagee in
the following property, to-wit:

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the leasehold estate in that real estate located in Cook County, Illinois, described in Exhibit "A" which is attached to this Leasehold Real Estate Mortgage, Security Agreement, Collateral Assignment of Rents and Leases, and Fixture Filing (this "Mortgage") and incorporated herein by this reference established by that Lease dated April 30, 1999 between Mortgagor and American National Bank and Trust Company of Chicago as Trustee under Trust No. 12310306 (the "Landlord"), a memorandum of which was recorded in Cook County, Illinois as Document No. ~~99799595~~ (the "Ground Lease"), together with any and all structures, buildings and improvements and replacement thereof and additions thereto, now or at any time hereafter constructed, erected, installed or placed in or upon said real estate (the "Real Estate"); and

all rights, title and interest of Mortgagor in, to and under the Ground Lease; and

any items of furniture, machinery, equipment, appliances or other tangible personal property which are now or hereafter become attached to the Real Estate or any improvement thereon so as to constitute a fixture, whether now owned or hereinafter acquired by Mortgagor (the "Personal Property");

TOGETHER WITH all present and future improvements, rights, privileges, interests, easements, hereditaments, and appurtenances thereunto belonging or in any manner pertaining thereto, and the proceeds therefrom including condemnation and insurance proceeds (all of such Real Estate, Personal Property and other rights being hereafter referred to as the "Mortgaged Premises").

This Mortgage is given to secure all of the Mortgagor's Obligations to the Mortgagee. The term "Obligations" as used in this Mortgage means all obligations of the Mortgagor in favor of the Mortgagee of every type and description, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including but not limited to all Obligations of the Mortgagor in favor of the Mortgagee as assignee of the Issuer arising under a Loan Agreement between the Mortgagor and the Issuer dated as of August 1, 1999 (the "Loan Agreement") and a Note of the same date related thereto (the "Note"); provided, however, in no event shall future advances secured by this Mortgage exceed, in the aggregate, Six Million Dollars (\$6,000,000.00). Mortgagee shall have an unimpaired right to enforce all of the provisions of this Mortgage, and to exercise all rights and remedies set forth herein, on its own account and for the benefit of the holders of the Bonds. All of the Obligations are secured as they now exist and as they may be increased or otherwise changed by any amendment to any instrument or agreement which now or hereafter evidences, secures or expresses terms applicable to any of the Obligations, including but not limited to amendments to the Loan Agreement, the Note and the Indenture.

As additional security for the Obligations, the Mortgagor assigns to the Mortgagee the rents, issues and profits of the Mortgaged Premises, including any rents and all other amounts (collectively "Lease Payments") which are due or shall become due to the Mortgagor under the terms of any present or future lease (a "Lease"), oral or written, of all or any portion of the Mortgaged Premises (all such rents, issues, profits and Lease Payments are hereafter collectively referred to as the "Rents"), and all other rights of the Mortgagor with respect to any such Lease. This assignment of

Rents and leasehold rights is an absolute assignment, contingent only upon the occurrence of a Default (as hereafter defined) or as otherwise provided herein, and includes the right of the Mortgagee to collect all Rents and exercise such rights subject to the conditional license to collect Rents and exercise such rights granted by the Mortgagee to the Mortgagor hereinbelow.

The Mortgagor further covenants and agrees as follows:

1. **PAYMENT OF OBLIGATIONS.** The Mortgagor shall pay and perform all of the Obligations promptly when payment or performance is due, with attorneys' fees and costs of collection, and without relief from valuation and appraisal laws.

2. **CONDITION OF PREMISES.** The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit or permit waste thereon or do or permit to be done anything that may impair the value of the Mortgaged Premises. The Mortgagor shall promptly restore any part of the Mortgaged Premises which may be damaged or destroyed.

3. **TAXES AND ASSESSMENTS.** The Mortgagor shall pay when due all taxes and assessments levied or assessed against the Mortgaged Premises or any part thereof.

4. **TITLE: NO MORTGAGES.** Mortgagor does hereby represent and warrant that Mortgagor is the owner of the Mortgaged Premises; that the Ground Lease is in full force and effect and unmodified; that all rents and charges due under the Ground Lease have been paid to the extent due prior to the date hereof; that there is no default under the Ground Lease and no state of facts exist which, with the lapse of time or giving of notice or both, would constitute a default under the Ground Lease; that there are no other mortgages, liens, encumbrances or claims against said Mortgaged Premises or which may affect said Mortgaged Premises except (i) the lien of real estate taxes not yet due and owing, and (ii) those subordinate liens and encumbrances which secure obligations to a Credit Entity (as defined in the Indenture) or the provider of a Credit Facility (as defined in the Indenture) in regard to the Bonds or obligations of the Landlord which are subordinate to the Ground Lease.

5. **LEASES.**

(a) **By Mortgagor.** Mortgagor will observe and perform all covenants, conditions and agreements contained in any Lease or Leases now or hereafter affecting the Mortgaged Premises, or any portion thereof, on the part of the Mortgagor to be observed and performed. Mortgagor will not accept any prepayment of rents or installments of rents for more than one month in advance without prior written consent of Mortgagee. Mortgagor, upon request, from time to time, will furnish to Mortgagee a statement in such reasonable detail as Mortgagee may request, certified by Mortgagor, of all Leases relating to the Mortgaged Premises and, on demand, Mortgagor will furnish to Mortgagee executed counterparts of any and all such Leases.

(b) **Ground Lease.** In regard to the Ground Lease, Mortgagor shall (i) at all times promptly and faithfully keep and perform or cause to be kept and performed all covenants and conditions of the leasee under the Ground and in all respects conform to and comply with all terms

and conditions of the Ground Lease; (ii) not do or permit anything which will impair or will be grounds for declaring a forfeiture of the Ground Lease; (iii) not modify or in any manner alter the terms of the Ground Lease or cancel or surrender said Ground Lease or waive, condone or in any way release or discharge any obligations of the Landlord under the Ground Lease; (iv) not fail to exercise an option to extend the term of the Ground Lease at anytime that any of the Bonds are outstanding or any amount is due under the Indenture; (v) provide immediate notice to Mortgagee of any default or notice of default under the Ground Lease; and (vi) provide promptly any information which Mortgagee requests in regard to the status of the Ground Lease or Mortgagor's performance thereunder.

6. **NO LIENS.** The Mortgagor shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged Premises or any part thereof for more than thirty days after receiving notice thereof. Nothing herein contained, however, shall be construed as preventing or interfering with the contesting by Mortgagor, at its cost and expense, of the validity of such lien or the underlying indebtedness, if the same may be contested without loss or forfeiture of title, and Mortgagor may so contest the same, and during such contest Mortgagor shall not be treated as being or taken to be in default with respect to the subject matter of such contest; provided, however, that if Mortgagee shall so require, Mortgagor shall furnish to Mortgagee reasonable security for the payment at the termination of such contest of the indebtedness secured by such lien. For the purpose of complying with the proviso in the foregoing sentence, Mortgagor may, at its election, furnish a bond in an amount equal to the amount of the item so contested and with surety satisfactory to Mortgagee.

7. **COMPLIANCE WITH LAWS.** The Mortgagor shall comply with all statutes, ordinances, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body or official applicable to the Mortgaged Premises, or any part thereof, or to the Mortgagor, or to the operation of any business of Mortgagor which directly affects the Mortgaged Premises; provided, however, that the Mortgagor may contest any of the matters referred to in this paragraph as provided in the Loan Agreement or otherwise in any reasonable manner which in the judgment of the Mortgagee will not adversely affect the rights of the Mortgagee, its successors or assigns.

8. **PRESERVATION OF SECURITY INTEREST.** Upon demand and failure of the Mortgagor so to do, the Mortgagee may, in its discretion, advance and pay all sums necessary to protect and preserve the Mortgaged Premises, and all sums so advanced and paid by the Mortgagee shall become a part of the indebtedness secured hereby, shall bear interest from date of payment at a rate equal to the prime or base rate then announced by Mortgagee plus three percent (the "Advance Rate") and shall be payable to the Mortgagee upon demand. Such sums shall include, but not be limited to: (a) taxes, assessments and other charges which may be or become senior to this Mortgage as liens on the Mortgaged Premises, or any part thereof; (b) the cost of any title insurance, surveys, or other evidence which in the discretion of the Mortgagee may be required in order to evidence, confirm, insure or preserve the lien of this Mortgage; (c) all costs, expenses, and attorneys' fees incurred by the Mortgagee in respect of any and all legal and equitable actions which relate to this Mortgage or to the Mortgaged Premises; (d) the cost of any repairs respecting the Mortgaged Premises which are reasonably deemed necessary by the Mortgagee; (e) the cost of all reasonable

and necessary expenses for the operation, protection, and preservation of the Mortgaged Premises, including rent and other charges under the Ground Lease and the usual and customary fees for management services; and (f) the cost of premiums due and payable with respect to insurance policies required hereunder or by the Loan Agreement or the Ground Lease. The Mortgagee shall be subrogated to the rights of the holder of each lien or claim paid with monies secured hereby.

9. **CONDEMNATION.** If all or any part of the Mortgaged Premises is damaged, taken, or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, or by the alteration of the grade of any street affecting the Mortgaged Premises, 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 Obligations, is hereby assigned to the Mortgagee, which is empowered to collect and receive the same and to give proper receipts therefor in the name of the Mortgagor, and all such sums shall be paid forthwith directly to the Mortgagee. Any award or payment so received by the Mortgagee may, at the option of the Mortgagee: (a) be applied to the satisfaction of the Obligations, or (b) be released, in whole or in part, to the Mortgagor for the purpose of altering, restoring, or rebuilding any part of the Mortgaged Premises which may have been altered, damaged or destroyed as a result of such taking, alteration, or proceeding; provided, however, that so long as no Default (as hereafter defined) has occurred and is continuing, and provided that the Mortgagor can demonstrate to the Mortgagee's satisfaction that any proposed alteration, restoration or rebuilding is physically and economically feasible, such awards shall be applied at the Mortgagor's option and to the extent necessary as provided in the foregoing clause (b).

10. **COLLECTION OF RENTS.** At any time a Default (as hereafter defined) has occurred and is continuing, the Mortgagee may enter upon and take possession of the Mortgaged Premises or any part thereof, and at any such time, or at any other time if the Mortgagee in the reasonable exercise of its discretion determines that payment or performance of any of the Obligations is insecure, the Mortgagee may demand, sue for, receive and give receipts, releases and satisfactions for all Rents, and for such purposes Mortgagor hereby irrevocably appoints and constitutes the Mortgagee as its true and lawful attorney-in-fact with full power of substitution for and on behalf of Mortgagor and in a manner not adverse to the interests of Mortgagor, to request, demand, enforce payment, collect and receive the Rents payable under the Leases, to endorse any checks, drafts or orders evidencing the payment of Rents under the Leases, and to do and perform any act which Mortgagor might do for and on its own behalf. The collection of such Rents shall not operate as an affirmation of any tenant or lease in the event the Mortgagor's title to the Mortgaged Premises or any portion thereof shall be acquired by the Mortgagee. The Mortgagee shall be liable to account only for Rents actually received by the Mortgagee. In exercising any of the powers contained in this Mortgage, Mortgagee may also take possession of, and for these purposes use, any and all personal property contained in the Mortgaged Premises and used by the Mortgagor in the maintenance, rental or leasing thereof or any part thereof. Mortgagor does not assign to Mortgagee any of Mortgagor's obligations under any such Lease, and Mortgagor shall be and remain solely responsible for performing or fulfilling such obligations. At any time that the Mortgagee has not exercised its right to take possession of the Mortgaged Premises and there is not in effect any demand by the Mortgagee for the direct payment of Rents to the Mortgagee, the Mortgagor may collect and retain Rents or use them for any proper purpose in the ordinary course of the Mortgagor's

business. Any demand by the Mortgagee upon any tenant of the Mortgaged Premises accompanied by a copy of this Mortgage shall be sufficient authority for such tenant thereafter to make all payments of Rents directly to the Mortgagee and any such tenant shall have no obligation or authority to inquire into the propriety of any such demand. Upon making payments of Rents to the Mortgagee pursuant to the Mortgagee's demand, any tenant of the Mortgaged Premises shall be as fully discharged of its obligations under any Lease to the extent of such payments as if such payments had been made directly to the Mortgagor. If at any time payments of Rents are required to be made directly to the Mortgagee under the terms of this paragraph and notwithstanding such requirement such payments are made to the Mortgagor, the Mortgagor will receive such payments in trust for the Mortgagee and will forward them immediately to the Mortgagee in the form in which received, adding only such endorsements or assignments as may be necessary to perfect the Mortgagee's title thereto. Any amounts collected by the Mortgagee pursuant to the assignment of rents contained in this Mortgage shall be applied by the Mortgagee to the payment of such of the Obligations as are then due and payable as the Mortgagee in its sole discretion shall determine. If no Obligations are then due and payable, such amounts may be held by the Mortgagee as cash collateral for the Obligations, without liability for interest thereon, provided that the Mortgagee will, at the direction of the Mortgagor, invest such amounts for the account and at the risk of the Mortgagor in investments (i) with less than sixty days remaining to maturity and (ii) that will not adversely affect the exclusion of interest on the Bonds from the gross income, for federal income tax purposes, of the holders thereof. Any portion or all of the cash collateral account which is not applied to Obligations pursuant to the terms of this paragraph may at the discretion of the Mortgagee be released to the Mortgagor. The authority given to collect Rents conferred upon the Mortgagee under the terms of this Mortgage is irrevocable. To the extent any amounts contained in the cash collateral account constitute replacement proceeds of the Bonds, the Mortgagor shall, at its own expense, calculate and pay arbitrage rebate, if any, with respect to such amounts.

11. **MAINTENANCE OF INSURANCE.** Mortgagor shall provide, maintain and keep in force at all times policies of insurance as required by the Loan Agreement and the Ground Lease.

Each policy of insurance required by the terms of this Mortgage shall contain an endorsement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Mortgagor which might otherwise result in forfeiture of said insurance and the further agreement of the insurer waiving all rights of set-off, counterclaim or deductions against Mortgagor. In addition, each policy shall contain an agreement by the insurer that such policy shall not be canceled or changed except upon not less than thirty days prior written notice delivered to Mortgagee.

All such insurance policies and renewals thereof shall be written by companies acceptable to Mortgagee, shall be in a form acceptable to Mortgagee and shall include a standard mortgagee clause in favor of and in form acceptable to Mortgagee. Mortgagor shall deliver a certificate evidencing the existence of all such insurance coverages to Mortgagee on or prior to the date hereof. Mortgagor shall promptly furnish to Mortgagee all renewal notices and all receipts of paid premiums. At least thirty days prior to the expiration date of any such policy, Mortgagor shall deliver to Mortgagee a renewal certificate in form satisfactory to Mortgagee.

12. **DAMAGE OR DESTRUCTION.** (a) In the event of any loss or damage to the Mortgaged Premises by fire or other casualty if there then is Default hereunder, Mortgagor shall not adjust or compromise any loss covered by any insurance required to be maintained by Mortgagor by this Mortgage without Mortgagee's written consent, and Mortgagee shall have the exclusive right to make such adjustments and compromises.

- (b) In the event of any loss or damage to the Mortgaged Premises by fire or other casualty, and if there then is Default hereunder, the proceeds of all insurance policies which cover such loss or damage shall be paid directly to Mortgagee, and Mortgagee shall have the right to endorse checks and drafts issued therefor.
- (c) Mortgagee, at its option, may apply the net proceeds (after deduction of Mortgagee's costs of collection and settlement thereof, including, without limitation, attorneys' fees and charges) of any insurance collected by, or paid to, Mortgagee with respect to any damage or destruction of the Mortgaged Premises either toward restoration of the Mortgaged Premises or in reduction of any part of the indebtedness owed pursuant to the terms of the Loan Agreement.
- (d) In the event Mortgagee otherwise elects to make the net insurance proceeds available for restoration of the Mortgaged Premises, such proceeds shall be disbursed by Mortgagee on a percentage of completion basis (with a ten percent holdback until final completion) on such terms and conditions then established by Mortgagee in its discretion (including Mortgagee's title insurance protection against mechanics' liens, updated periodically as a condition to disbursements), with final disbursement being made only at such time as the restoration is completed, lien free, in a good and workmanlike manner, all required certificates of occupancy for the restored improvements have been issued by the appropriate governmental authorities, and any other conditions established by Mortgagee with respect thereto have been satisfied. Any excess proceeds shall be applied toward reduction of the indebtedness owed pursuant to the terms of the Credit Agreement.
- (e) In the event of a foreclosure of this Mortgage, all right, title and interest of Mortgagor in all insurance policies maintained pursuant to this Mortgage, including, but not limited to, the surrender value thereof, are hereby transferred and assigned to Mortgagee, and Mortgagee is hereby empowered to assign, transfer or surrender said policies and receive all or any part of the proceeds therefrom for application in reduction of any part of the indebtedness owed pursuant to the terms of the Credit Agreement.
- (f) Nothing in this Section 12 shall be deemed to excuse Mortgagor from repairing or maintaining the Mortgaged Premises as provided in Section 2 hereof or restoring all damage or destruction to the Mortgaged Premises, regardless of whether or not there are insurance proceeds available to Mortgagor or whether any such proceeds are sufficient in amount, and the application or release by Mortgagee of any insurance

proceeds shall not cure or waive any Default pertaining to any failure by Mortgagor to comply with any term or condition of this Mortgage or the Loan Agreement.

13. **UNIFORM COMMERCIAL CODE FILINGS.** The Mortgagor grants to the Mortgagee as secured party a security interest in the Ground Lease and the Personal Property in accordance with the provisions of the Uniform Commercial Code as enacted in Illinois. The Mortgagor authorizes the Mortgagee at the expense of the Mortgagor to execute on its behalf and file any other financing statements deemed necessary by the Mortgagee to perfect its security interest in the Ground Lease and the Personal Property and to file such financing statements in those public offices deemed necessary by the Mortgagee. Such financing statements may be signed by the Mortgagee alone. In addition, the Mortgagor shall execute and deliver any financing statement or other document that the Mortgagee may request to perfect or to further evidence the security interest created by this Mortgage. This Mortgage is a construction mortgage and a portion of the proceeds of the Obligations secured hereby have been used to finance the construction of improvements upon a portion of the Real Estate.

14. **MORTGAGE TAXES.** If, after the execution of this Mortgage, applicable law requires the taxation of this Mortgage or any Obligation secured by this Mortgage, the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or reimburse the Mortgagee therefor unless it is unlawful to require the Mortgagor to do so. Notwithstanding the foregoing, the Mortgagor shall not be obligated to pay any portion of any of the Mortgagee's federal or state income taxes.

15. **ENVIRONMENTAL MATTERS.** As used in this paragraph, the following terms have the meanings indicated:

- a. **Clean-up.** "Clean-up" means the removal or remediation of Contamination or other response to Contamination in compliance with all Environmental Laws and to the satisfaction of all applicable governmental agencies, and in compliance with good commercial practice.
- b. **Contamination.** "Contamination" means the Release of any Hazardous Substance on, in or under the Real Estate or the presence of any Hazardous Substance on, in or under the Real Estate as the result of a Release, or the emanation of any Hazardous Substance from the Real Estate.
- c. **Environmental Laws.** "Environmental Laws" means all federal, state and local laws, statutes, codes, ordinances, regulations, rules or other requirements with the force of law, including but not limited to consent decrees and judicial or administrative orders, relating to the environment, including but not limited to those applicable to the use, storage, treatment, disposal or Release of any Hazardous Substances, all as amended or modified from time to time including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Resource Conservation and Recovery Act of 1976, as amended ("RCRA"); the Clean Water Act, as amended; the Clean Air Act, as

amended; the Federal Insecticide, Fungicide and Rodenticide Act, as amended; the Hazardous Materials Transportation Act, as amended, and any and all Illinois environmental statutes and all regulations promulgated under or pursuant to such federal and Illinois statutes.

- d. Hazardous Substance. "Hazardous Substance" means any hazardous waste or hazardous substance, or any pollutant or contaminant or toxic substance or other chemicals or substances including, without limitation, asbestos, petroleum, polychlorinated biphenyls, and any other substance regulated by any Environmental Laws.
- e. Release. "Release" means the spilling, leaking, disposing, discharging, dumping, pouring, emitting, depositing, injecting leaching, escaping or other release or threatened release, whether intentional or unintentional, of any Hazardous Substance.
- f. Regulatory Actions. "Regulatory Actions" means any claim, demand, action or proceeding brought or instigated by any governmental authority in connection with any Environmental Law including, without limitation, any civil, criminal or administrative proceeding whether or not seeking costs, damages, penalties or expenses.
- g. Third-party Claims. "Third-party Claims" means any claim, action, demand or proceeding, other than a Regulatory Action, based on negligence, trespass, strict liability, nuisance, toxic tort or detriment to human health or welfare due to Contamination, whether or not seeking costs, damages, penalties, or expenses, and including any action for contribution to Clean-up costs.

The Mortgagor shall indemnify, defend and hold harmless the Mortgagee and its affiliates, shareholders, directors, officers, employees and agents (all being included in the word "Mortgagee" for purposes of this paragraph) from any and all claims, causes of action, damages, demands, fines, liabilities, classes, penalties, judgments, settlements, expenses and costs, however defined, and of whatever nature, known or unknown, absolute or contingent, including, but not limited to, attorneys' fees, consultant's fees, fees of environmental engineers, and related expenses including, without limitation, expenses related to site inspections and soil and water analyses, which may be asserted against, imposed on, suffered or incurred by the Mortgagee arising out of or in any way related to (a) any actual, alleged or threatened Release of any Hazardous Substance on, in or under the Real Estate, (b) any related injury to human health or safety (including wrongful death) or any actual or alleged injury to property or to the environment by reason of the condition of, or past or present activities on the Real Estate, (c) any actual or alleged violation of Environmental law related to the Real Estate, (d) any lawsuit or administrative proceeding brought or threatened by any person, including any governmental entity or agency, federal, state or local, including any governmental order relating to or occasioned by any actual or alleged Contamination or threat of Contamination, (e) any lien imposed upon the Real Estate in favor of any governmental entity as a result of any Contamination or threat of Contamination, and (f) all costs and expenses of any Clean-up. The Mortgagor represents and covenants that the Mortgagor's storage, generation, transportation,

handling or use, if any, of Hazardous Substances on or from the property is currently, and will remain at all times, in compliance with all applicable Environmental Laws. If any Clean-up is required with respect to the Real Estate, the Mortgagor shall expeditiously complete such Cleanup at the Mortgagor's expense and without the necessity of demand by the Mortgagee. If the Mortgagor should fail to initiate and diligently pursue any Clean-up or should otherwise fail to perform any obligation under the terms of this paragraph, the Mortgagee may, at its sole discretion and without any obligation to complete any Clean-up which it may cause to be commenced, cause the Clean-up or partial Clean-up of the Real Estate and pay on behalf of the Mortgagor any costs, fines or penalties imposed on the Mortgagor pursuant to any Environmental Laws or make any other payment or perform any other action which will prevent a lien in favor of any federal, state or local government authority or any other person from attaching to the Real Property pursuant to the provisions of any Environmental Law, and all costs and expenses of the Mortgagee incurred in pursuing any of the remedies provided in this paragraph shall be added to the obligations secured by this Mortgage, which costs and expenses shall become due and payable without notice as incurred by the Mortgagee, together with interest thereon at the Advance Rate until paid.

16. **DEFAULT.** The occurrence of any of the following events shall be deemed a "Default" under this Mortgage:

- a. an "Event of Default" as defined in the Loan Agreement shall have occurred and be continuing or the Mortgagor shall otherwise fail to pay or perform any of the Obligations promptly when such payment or performance is due or within such grace period as may be applicable;
- b. the Mortgagor shall otherwise fail to observe and perform the terms and conditions of this Mortgage;
- c. the Mortgagor shall abandon the Mortgaged Premises;
- d. the institution of any foreclosure proceeding by the holder of any mortgage or lien upon the Mortgaged Premises or security interest in the Personal Property; or
- e. the breach of any representation, warranty, agreement or covenant contained in this Mortgage.
- f. the occurrence of a default under the Ground Lease or any state of facts exist which, with the lapse of time or notice or both, would constitute a default under the Ground Lease.

17. **REMEDIES UPON DEFAULT.** Upon the occurrence and continuance of a Default, all indebtedness secured hereby shall, at the option of the Mortgagee and, except for an Event of Default under the Indenture, with the consent of the Credit Entity (subject to Section 12.10 of the Indenture), become immediately due and payable and this Mortgage may be foreclosed accordingly. Should proceedings to foreclose this Mortgage be instituted, the Mortgagee may apply for the appointment of a receiver (and the Mortgagor hereby consents to the appointment of a receiver if

there has been any Default), and such receiver is hereby authorized to take possession of the Mortgaged Premises, collect any rental, accrued or to accrue, whether in money or kind, for the use or occupancy of said Mortgaged Premises by any person, firm or corporation, or may let or lease said Mortgaged Premises or any part thereof, receive the rents, income and profits therefrom, and hold the proceeds subject to the orders of the court, or the judge thereof, for the benefit of the Mortgagee, pending the final decree in said proceedings, and said receiver may be appointed irrespective of the value of the Mortgaged Premises or its adequacy to secure or discharge indebtedness due or to become due or the solvency of the Mortgagor. The Mortgagee shall have the option of proceeding as to both the Real Estate and the Personal Property in accordance with its rights and remedies in respect of the Real Estate, in which event the default provisions of the Illinois Uniform Commercial Code shall not apply. If the Mortgagee elects to proceed with respect to the Personal Property separately from the Real Estate, the requirement of the Illinois Uniform Commercial Code as to reasonable notice of any proposed sale or disposition of the Personal Property shall be met if such notice is delivered or mailed to the Mortgagor at its address stated above at least ten days prior to such sale or disposition. In any action to foreclose this Mortgage, the Mortgagee shall be entitled to recover, in addition to all attorney and related paraprofessional expenses incurred in connection therewith, all other costs and expenses associated with foreclosure including, without limitation, all expenses incurred for title searches, abstracts of title, title insurance, appraisals, surveys and environmental assessments reasonably deemed necessary by the Mortgagee, all of which costs and expenses shall be additional amounts secured by this Mortgage. As used in the preceding sentence, the term "environmental assessments" means inspections and reports of environmental engineers or firms of environmental engineers or other appropriate experts or consultants, and associated samplings and testings of soil or groundwater, the purpose of which is to determine whether there is any Contamination associated with the Real Estate and if so, the extent thereof, and to estimate the cost of Clean-up of any Contamination, and to determine whether there are any underground storage tanks or any asbestos in, on, or under the Real Estate and if so, whether there are any violations of Environmental Laws in connection therewith. As used in this paragraph, the terms "Contamination," "Clean-up" and "Environmental Laws" are used as defined hereinabove. Except for actions pursuant to the first sentence hereof, all consents and remedies hereunder shall, subject to Section 12.10 of the Indenture, be exercised by the Trustee only with the prior written consent of the Credit Entity.

18. **EXTENSIONS; REDUCTIONS; RENEWALS; CONTINUED LIABILITY OF MORTGAGOR.** The Mortgagee, at its option and on such terms as it may desire, may extend the time of payment or performance of any part or all of the Obligations or reduce the payments thereon, or accept a renewal note or notes therefor, without the consent of any junior lien holder, and without the consent of the Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises. No such extension, reduction or renewal shall affect the priority of this Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor or any guarantors or sureties of or for any of the Obligations. The Mortgagee, at its option and on such terms as it may desire, may release any part of the Mortgaged Premises from the lien of this Mortgage without impairing the lien of this Mortgage except as to the portion of the Mortgaged Premises expressly released and without releasing the Mortgagor or any guarantors or sureties of or for any of the Obligations. No delay by the Mortgagee in the exercise of any of its rights under this Mortgage shall preclude the subsequent exercise thereof so long as any

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Default continues uncured, and no waiver by the Mortgagee of any Default of the Mortgagor shall operate as a waiver of subsequent or other Defaults. The making of any payment by the Mortgagee for any of the purposes herein permitted shall not constitute a wavier of any breach of the Mortgagor's covenant to perform such act. Notice by the Mortgagee of its intention to exercise any right or option under this Mortgage is expressly waived by the Mortgagor, and any one or more of the Mortgagee's rights or remedies under this Mortgage may be enforced successively or concurrently. Time is of the essence of this Mortgage.

19. **JUNIOR LIENS.** Any person, firm or corporation taking a junior mortgage, or other lien, upon the Mortgaged Premises, shall take the said lien or mortgage subject to the rights of the Mortgagee herein to extend the maturity of the indebtedness hereby secured without obtaining the consent of the holder of said junior lien or mortgage and without the lien of this Mortgage losing its priority over any such junior lien or mortgage. This Mortgage shall have priority over any such junior lien or mortgage, not only with respect to advances made by the Issuer prior to the existence and/or recording of such junior lien or mortgage, but also with respect to any advances and other Obligations made or otherwise incurred after the existence and/or recording of such junior lien or mortgage.

20. **INSUFFICIENCY OF PROCEEDS.** In the event the property pledged by this instrument is sold under foreclosure and the proceeds are insufficient to pay the total costs of said foreclosure and the indebtedness evidenced and secured by this instrument, the Mortgagee will be entitled to a deficiency judgment.

21. **DEPOSITS FOR ASSESSMENTS AND TAXES.** In addition to the payments to be made by the Mortgagor as herein provided and also as provided in the Note hereby secured, the Mortgagor agrees, if requested by the Mortgagee at any time or from time to time while this Mortgage remains unsatisfied and there is no Credit Entity in regard to the Bonds, to deposit monthly with the Mortgagee approximately one-twelfth of the estimated annual property taxes and any and all assessments for public improvements levied upon the mortgaged property, and also one-twelfth of the annual insurance premiums required hereunder or by the Loan Agreement.

22. **SUCCESSOR AND ASSIGNS.** All obligations of the Mortgagor under this Mortgage shall extend to and be binding upon the successors and assigns of the Mortgagor, and shall inure to the benefit of the Mortgagee and its successors and assigns, including without limitation any successor Trustee appointed pursuant to the Indenture.

23. **COMMERCIAL MORTGAGE.** This Mortgage secures indebtedness incurred for a business purpose.

24. **INCONSISTENCIES.** In the event of any inconsistency between the provisions of this Mortgage and the provisions of the Loan Agreement, the provisions of the Loan Agreement shall control.

25. **CHOICE OF LAW.** This Mortgage shall be governed by and construed and enforced in all cases by the substantive laws of the State of Illinois, notwithstanding the fact that

Illinois conflicts of law rules might otherwise require the substantive rules of law of another jurisdiction to apply.

26. **NOTICES.** Any notice to be given to either party under this Mortgage shall be deemed effective when given in the manner provided for in Section 12.4 of the Indenture.

27. **MERGER.** So long as the Bonds remain outstanding or any Obligation remains unpaid, the fee title and the leasehold estate of the Ground Lease shall not merge but shall be separate and distinct notwithstanding the union of said estates in either the lessor or the lessee under the Ground Lease or in any other party.


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99799596

EXECUTED effective as of the 1st day of August, 1999.

FLYING FOOD FARE MIDWAY, L.L.C.,
a Delaware limited liability company

By: 

(THIS SPACE INTENTIONALLY LEFT BLANK)

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99799596

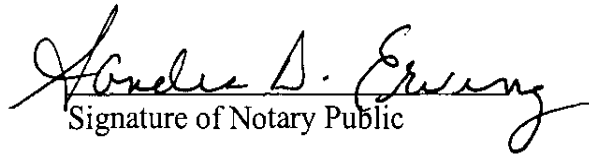
STATE OF Illinois)
) SS:
COUNTY OF Cook)

Before me, a Notary Public in and for the above County and State, personally appeared Sue Ling Gin, manager of Flying Food Fare Midway, L.L.C., a Delaware limited liability company, who, in such capacity acknowledged the execution of the foregoing Leasehold Real Estate Mortgage, Security Agreement, Collateral Assignment of Rents and Leases, and Fixture Filing for and on behalf of said company.

WITNESS my hand and Notarial seal this 18th day of August, 1999.

My Commission Expires:

March 12, 2003


Signature of Notary Public



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EXHIBIT A

99799596

LEGAL DESCRIPTION

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE INDIANA HARBOR BELT RAILROAD COMPANY, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 9, 889.80 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE ON AN ASSUMED BEARING OF SOUTH 90 DEGREES WEST ALONG THE NORTH LINE OF THE INDIANA HARBOR BELT RAILROAD COMPANY'S RIGHT OF WAY LINE, A DISTANCE OF 1101.65 FEET; THENCE NORTH 00 DEGREES EAST, A DISTANCE OF 130.63 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 56 MINUTES 38 SECONDS WEST ALONG THE SOUTH FACE OF A ONE STORY BRICK BUILDING, A DISTANCE OF 161.22 FEET; THENCE NORTH 0 DEGREES 03 MINUTES 22 SECONDS EAST, A DISTANCE OF 83.28 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 38 SECONDS EAST, A DISTANCE OF 24.67 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 22 EAST, A DISTANCE OF 143.50 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 38 SECONDS EAST, A DISTANCE OF 215.16 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 22 SECONDS WEST, A DISTANCE OF 145.05 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 38 SECONDS WEST, A DISTANCE OF 78.61 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 22 SECONDS WEST, A DISTANCE OF 81.73 FEET TO THE POINT OF BEGINNING.

5370 S. Cicero Ave
Chicago IL

19-09-412-034

Cook County Clerk's Office