

2024-9-10 499  
11/25/24 13:10 PM  
TOTAL FEES: 25.00  
BY: JAS  
PG #: 10  
RECORDED AS PRESENTED

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
GINA PIMENTEL  
RECORDER

Prepared by:  
Brendon M. Barber  
Martin & Drought, P.C.  
112 E Pecan St Ste. 1616, San Antonio, TX 78205  
Phone: (210) 220-1322

When Recorded Mail To:  
International Bank of Commerce  
130 East Travis, San Antonio, TX 78205  
Attn: Credit Department

ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,  
SECURITY AGREEMENT AND FIXTURE FILING

made by

THE STEAK N SHAKE COMPANY  
as existing Collateral Agent (Assignor)

To

INTERNATIONAL BANK OF COMMERCE  
as successor Collateral Agent (Assignee)

Cross Reference

Mortgage: Instrument No. 2018 037499  
Assignment: Instrument No. 2020-043474  
Assignment: Instrument No. 2022-530571

This instrument is being filed as an accommodation only. It has not been examined as to its execution, insurability, or affect on title.

500000 E804

# NOT AN OFFICIAL DOCUMENT

## ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (the "Assignment"), is dated as of November 8, 2024 (the "Effective Date"), and is made by and between THE STEAK N SHAKE COMPANY, an Indiana corporation, as existing Collateral Agent (as defined in the Credit Agreement described below) (in such capacity, "Assignor") and INTERNATIONAL BANK OF COMMERCE, in its capacity as successor Collateral Agent (in such capacity, "Assignee").

Whereas, STEAK N SHAKE INC. (f/k/a STEAK N SHAKE OPERATIONS, INC.), an Indiana corporation (the "Borrower"), the Subsidiary Guarantors party thereto, the lenders party thereto (the "Lenders"), Jefferies Finance LLC, ("Jefferies") as original Administrative Agent, and Collateral Agent, inter alia, entered into that certain Credit Agreement, dated as of March 19, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including by that certain Waiver and First Amendment to Credit Agreement, dated as of August 3, 2017, that certain Second Amendment to Credit Agreement, dated as of March 18, 2019 and that certain Third Amendment to Credit Agreement, dated as of January 30, 2020, the "Credit Agreement"). Capitalized terms not otherwise defined herein have the meanings given in the Credit Agreement;

Whereas, in connection with the Credit Agreement, Jefferies was granted certain liens and security interests pursuant to those certain security documents listed on Schedule 1 attached hereto (the "Security Documents");

Whereas, pursuant to that certain Successor Agent Agreement, dated as of May 6, 2020, Jefferies resigned as the original Administrative Agent and as Collateral Agent and Wilmington Trust was appointed successor Administrative Agent and successor Collateral Agent for the Lenders in connection with the Credit Agreement, and Wilmington Trust succeeded to and become vested with all the rights, obligations, powers, privileges and duties of Assignor under the Security Documents;

Whereas, pursuant to that certain Successor Agent and Assignment Agreement, dated as of July 20, 2022, Wilmington Trust resigned as the Administrative Agent and as Collateral Agent and The Steak n Shake Company was appointed successor Administrative Agent and successor Collateral Agent for the Lenders in connection with the Credit Agreement, and The Steak n Shake Company succeeded to and become vested with all the rights, obligations, powers, privileges and duties of Assignor under the Security Documents;

Whereas, pursuant to that certain Assignment of Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated July 20, 2022, Wilmington Trust conveyed, assigned, and transferred to The Steak n Shake Company, its successors and assigns, and The Steak n Shake Company assumed, all of Wilmington Trust's right, title, obligations, and interest in and to the Security Documents in its capacity as Collateral Agent and Collateral Agent's capacity as the named mortgagee, grantee, beneficiary or secured party under the applicable Security Document;

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Whereas, Assignor desires to transfer of record such liens and security interests under the Security Documents to Assignee, with an address of:

International Bank of Commerce  
130 E. Travis  
San Antonio, TX 78205  
Attention: Credit Department

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor hereby conveys, assigns and transfers to Assignee, its successors and assigns, and Assignee hereby assumes, effective as of the Effective Date, all of Assignor's right, title, obligations, and interest in and to the Security Documents in its capacity as Collateral Agent and Collateral Agent's capacity as the named mortgagee, grantee, beneficiary or secured party under the applicable Security Document. This Assignment is made without any representation or warranty whatsoever by Assignor and upon the express condition, understanding and agreement that this assignment is made without recourse to Assignor, for any cause whatsoever, by Assignee, or by any successor to the interest of Assignee in the Security Documents.

All references in the Security Documents to the "Credit Agreement" shall mean the Credit Agreement as defined and described in the First WHEREAS clause hereof.

**[Signatures Immediately Follow]**

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ASSIGNOR:

**THE STEAK N SHAKE COMPANY,**  
as the existing Collateral Agent

By: B. Lewis  
BRUCE WAYNE LEWIS  
Authorized Signatory

[Signature Pages Continue]

Property of Lake County Recorder

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ASSIGNEE:

**INTERNATIONAL BANK OF  
COMMERCE,**  
as the successor Collateral Agent

By: \_\_\_\_\_

  
MICHAEL APPELATE  
First Vice President

[Signature Pages Continue]

Property of Lake County Recorder

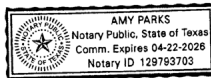
# NOT AN OFFICIAL DOCUMENT

STATE OF TEXAS §

COUNTY OF BEXAR §

On the 8 day of November in the year 2024, before me, the undersigned, personally appeared Bruce Wayne Lewis, as Authorized Signatory of The Steak n Shake Company, an Indiana corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, on behalf of said corporation.

  
\_\_\_\_\_  
Notary Public, State of Texas




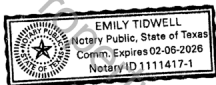
# NOT AN OFFICIAL DOCUMENT

STATE OF TEXAS §

COUNTY OF BEXAR §

On the 8<sup>th</sup> day of November in the year 2024, before me, the undersigned, personally appeared Michael Applegate, as First Vice President of International Bank of Commerce, a Texas State Bank, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, on behalf of said Bank.

  
\_\_\_\_\_  
Notary Public, State of Texas



# NOT AN OFFICIAL DOCUMENT

## SECURITY DOCUMENTS

Original Mortgagor:	Steak N Shake Inc., an Indiana corporation
Original Mortgagee:	Jefferies Finance LLC, a Delaware limited liability company
Dated:	June 4, 2018
Date Recorded:	June 15, 2018
Document/Instrument #:	2018 037499
Assignee:	Wilmington Trust, National Association
Dated:	June 10, 2020
Date Recorded:	July 10, 2020
Document/Instrument #:	2020-043474
Assignee:	The Steak N Shake Company, an Indiana corporation
Dated:	July 20, 2022
Date Recorded:	July 26, 2022
Document/Instrument #:	2022-530571
Property Address:	312 N US 41, Schererville, IN 46322
Parcel ID #:	45-11-0A5-281-014.000-036
County:	Lake

### Legal Description:

Property located in Lake County, Indiana

Lot Number 2 in the Resubdivision of Lot 3, Block 3, Plum Creek Village Commercial Addition, Town of Schererville, as per plat thereof, recorded in Plat Book 81, page 45, in the Office of the Recorder of Lake County, Indiana, TOGETHER with rights of ingress and egress as created and set forth in said plat and Maintenance Agreement dated October 7, 1996 and recorded October 22, 1996, as Document No. 96070346.

EXCEPTING THEREFROM that part conveyed to the State of Indiana by Warranty Deed recorded January 23, 2002 as Instrument No. 2002 007487, more particularly described as follows:

A part of Lot 2 in the Resubdivision of Lot 3 of Block 3, Plum Creek Village Commercial Addition, an addition to the Town of Schererville, Indiana, the plat of which is recorded in Plat Book 81, page 45, in the Office of the Recorder of Lake County, Indiana, and being that part of the grantor's land lying within the right of way lines depicted on the attached Right of Way Parcel Plat marked as Exhibit "B", described as follows: Beginning at the northeast corner of said Lot 2; thence South 0 degrees 46 minutes 27 seconds East 195.00 feet along the east line of said lot to the southeast corner of said lot; thence South 89 degrees 12 minutes 58 seconds West 4.63 feet along the south line of said lot to point "2398" designated on said parcel plat; thence North 0 degrees 46 minutes 43 seconds West 195.00 feet to the north line of said lot; thence North 89 degrees 12 minutes 58 seconds East 4.64 feet along said north line to the Point of Beginning containing 904 square feet, more or less.

AND BEING a portion of the same property conveyed to Steak N Shake, Inc., an Indiana corporation from Mercantile National Bank of Indiana, as Trustee, under the provision of a Trust Agreement dated the 19th day of September, 1985 and known as Trust Number 4684 by Trustee's Deed dated September



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30, 1996 and recorded October 22, 1996 in Instrument No. 96070345; AND FURTHER CONVEYED to Steak N Shake Operations, Inc., an Indiana corporation from Steak N Shake, Inc., by Corporate Quitclaim Deed dated July 20, 2006 and recorded August 25, 2006 in Instrument No. 2006 074553.

Property of Lake County Recorder

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## Affirmation Statement

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

  
Brendon M. Barber