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 CTI 2000821824 LIMITED GUARANTY

THIS LIMITED GUARANTY (Guaranty") dated as of May 23, 2000 is entered into between EXCHANGE HOLDINGS, L.L.C., an Illinois Limited Liability Company with its principal place of business at 575 Route 173, Antioch, Illinois (Guarantor") in favor of First National Bank of Joliet, a financial institution with a place of business in Joliet, IL ("Lender").

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RECITALS

WHEREAS, Lender is contemporaneously herewith making a certain Loan or Loans (collectively, the "Loan") to 3000 Hirsch Street Partnership of Melrose Park, IL (Borrower"), as evidenced by a Promissory Note of even date herewith, in the original principal amount of \$300,000.00 (together with all modifications, renewals, consolidations, restatements, amendments, and extensions thereof, the "Note"); and

WHEREAS, the Loan will be to the direct interest, advantage, and benefit of Guarantor; and

WHEREAS, in order to induce Lender to make the Loan, Guarantor has agreed to enter into this Guaranty;

NOW, THEREFORE, in consideration of the Loan and for other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by Guarantor, Guarantor does hereby agree as follows:

1. **Guaranty.** Guarantor hereby guarantees, but only to the extent set forth in Paragraph 3 below, the full and punctual payment and performance of the obligations of Borrower to pay to Lender principal, interest, fees, and other amounts as provided under the terms of the Note of even date herewith, signed and given by Borrower to Lender (the foregoing debts, liabilities, agreements, and other obligations of Borrower being hereinafter referred to singly as a "Guarantied Obligation" and collectively as the "Guarantied Obligations").

2. **Costs and Expenses.** Guarantor hereby agrees to pay all costs and expenses incurred by Lender in enforcing this Guaranty and in collecting or in attempting to collect any Guarantied Obligations from any party liable therefor, including without limitation all reasonable attorneys' and paralegals' fees and expenses incurred in connection therewith, and, until paid to Lender, such sums shall bear interest at the default rate set forth in the Note unless collection from Guarantor of interest at such rate would be contrary to applicable law, in which event such sums shall bear interest at the highest rate that may be collected from Guarantor under applicable law.

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3. **Limited Guaranty.** Notwithstanding anything contained herein or in the other documents evidencing, securing, or otherwise relating to the Loan (the "Loan Documents") to the contrary, Guarantor shall have no personal liability for payment or performance of the Guaranteed Obligations and Lender agrees not to seek a deficiency or personal money judgment against Guarantor for the failure to satisfy the same, but in such event Lender will look solely to the following security for satisfaction: All of Guarantor's right title and interest in and to a certain parcel of land, with the buildings thereon, if any, located 3000 Hirsch St., Melrose Park, Ill., as mortgaged to Lender pursuant to a certain Mortgage of even date from the Guarantor to Lender. Nothing herein contained shall be construed to prevent Lender from exercising and enforcing any other remedy not creating personal liability in Guarantor, whether such remedy be allowed at law or equity or allowed by any of the Loan Documents.

4. **Unconditional Guaranty; Waivers.** This Guaranty is an absolute, unconditional and continuing Guaranty of the full and punctual payment and performance of the Guaranteed Obligations, and not of their collectibility only, and is in no way conditioned upon any requirement that Lender pursue or exhaust its remedies against Borrower, or their heirs and assigns, or against any other party liable for the Guaranteed Obligations, whether maker, guarantor, or otherwise, or against any property or assets mortgaged or pledged as security therefor, but upon nonpayment or nonperformance of the Guaranteed Obligations, Lender may immediately demand and enforce payment and performance from Guarantor pursuant to this Guaranty. Guarantor waives presentment, demand, protest, notice of Guaranteed Obligations incurred and all other notices of any kind, all defenses which may be available by virtue of any valuation, stay, moratorium law or other similar law now or hereafter in effect, any right to require the marshaling of assets of Borrower, and all suretyship defenses generally. Without limiting the generality of the foregoing, Guarantor agrees to the provisions of all instruments and other agreements evidencing, securing, or otherwise executed in connection with any Guaranteed Obligation and agrees that the obligations of Guarantor hereunder shall not be released or discharged, in whole or in part, or otherwise affected by (i) the failure of Lender to assert any claim or demand or to enforce any right or remedy against Borrower; (ii) any extensions or renewals of any Guaranteed Obligation; (iii) any recession, waiver, amendment, or modification of any of the terms or provisions of any agreement evidencing, securing, or otherwise executed in connection with any Guaranteed Obligation; (iv) the substitution or release of any party primarily or secondarily liable for any Guaranteed Obligation; (v) the adequacy of any rights Lender may have against any collateral or other means of obtaining repayment of the Guaranteed Obligations; (vi) the impairment of any collateral securing the Guaranteed Obligations,

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including without limitation, the failure to perfect or preserve any rights Lender might have in such collateral or the substitution, exchange, surrender, release, loss, or destruction of any such collateral; or (vii) any other act or omission which might in any manner or to any extent vary the risk of Guarantor or otherwise operate as a release or discharge of Guarantor, all of which may be done without notice to Guarantor.

5. **Unenforceability of Obligations Against Borrower.** If for any reason Borrower is under no legal obligation to discharge any of the Guaranteed Obligations, or if any of the Guaranteed Obligations have become irrecoverable from Guarantor by operation of law or for any other reason, or if Borrower or any other party shall have any right or power to assert any claim or defense as to the invalidity or unenforceability of the Guaranteed Obligations, no such asserted or actual unenforceability or invalidity of the Guaranteed Obligations as against Borrower or any other party shall affect or impair the Guarantor's obligations under this Guaranty, and Guarantor's liability for payment and performance of the Guaranteed Obligations shall subsist to the same extent as if Guarantor at all times had been the principal obligor on the Guaranteed Obligations. In the event that acceleration of the time for payment of the Guaranteed Obligations is stayed upon the insolvency, bankruptcy, or reorganization of Borrower, or for any other reason, acceleration of the Guaranteed Obligations shall not be likewise stayed, but the same shall be immediately due and payable by Guarantor.

6. **Termination of Guaranty.** This Guaranty shall in all respects be a continuing, absolute and unconditional Guaranty, and shall remain in full force and effect (notwithstanding, without limitation, that at any time or from time to time the balance of the outstanding Guaranteed Obligations shall have been reduced to zero), until the Guaranteed Obligations shall have been paid and performed in full. If, for any reason, any payment to Lender of any of the Guaranteed Obligations is required to be refunded by Lender to Borrower, or paid or turned over by Lender to any other person, including without limitation by reason of the operation of the United States Bankruptcy code (all such refunds, turnovers, or payments being collectively referred to herein as "Turnover Payments"), Guarantor shall, subject to the limitations of Paragraph 3, continue to be liable to Lender for an amount equal to all such Turnover Payments, and the obligations of Guarantor hereunder shall not be treated as having been discharged by the original payment to Lender giving rise to the Turnover Payment, and this Guaranty shall be treated as having remained in full force and effect for any such Turnover Payment so made by Lender, as well as for any amounts not previously paid to Lender on account of the Guaranteed Obligations. Notwithstanding any of the above, this Guaranty shall terminate at such time as the Guarantor no longer owns the land described in the aforesaid mortgage and has conveyed same to the Borrower.

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7. **Application of Payments.** Any amount received by **Lender** from any source on account of the Guaranteed Obligations may be applied by **Lender** to the payment of such of the Guaranteed Obligations, and in such order of application, as **Lender** may from time to time elect.

8. **Subrogation; Subordination.** Until the Guaranteed Obligations shall have been paid, performed and discharged in full, **Guarantor** shall have no right of subrogation, reimbursement, exoneration, contribution, or any other rights that would result in **Guarantor** being deemed a creditor of **Borrower** under the United States Bankruptcy Code or any other law, and, until such time, **Guarantor** accordingly waives (i) all such rights, (ii) the right to assert any such rights, (iii) any right to enforce any remedy which **Lender** may now or hereafter have against **Borrower**, and (iv) any benefit of, and any right to participate in, any security now or hereafter held by **Lender**, whether any of the foregoing rights arise in equity, at law or by contract.

Any and all present and future debts and obligations of **Borrower** to **Guarantor** are hereby postponed in favor of and subordinated to the full payment and performance of the Guaranteed Obligations. Any instruments now or hereafter evidencing any indebtedness of **Borrower** to **Guarantor** shall be marked with a legend that the same are subject to this Guaranty and, if **Lender** so requests, shall be delivered to **Lender**. Upon the liquidation or bankruptcy of **Borrower**, or upon the distribution of any of **Borrower's** assets, **Guarantor** shall assign to **Lender** all of **Guarantor's** claims on account of such indebtedness so that **Lender** shall receive all dividends and payments on such indebtedness until payment in full of the Guaranteed Obligations. This paragraph shall constitute such an assignment if **Guarantor** fails to execute and deliver such an assignment. **Guarantor** also agrees that **Lender's** books and records showing the account between **Lender** and **Borrower** shall be admissible in any action or proceeding relating to his Guaranty, shall be binding upon **Guarantor** for the purpose of establishing the amount and terms of the Guaranteed Obligations, and shall constitute prima facie proof thereof.

9. **Assignment of Guaranteed Obligations.** **Lender** may, from time to time, assign or transfer any or all of the Guaranteed Obligations or any interest therein, and, notwithstanding any such assignment or transfer or any subsequent assignment or transfer thereof, such Guaranteed Obligations shall be and remain Guaranteed Obligations for the purposes of this Guaranty, and each and every immediate and successive assignee or transferee of any of the Guaranteed Obligations or of any interest therein shall, to the extent of the interest of such assignee or transferee in the Guaranteed Obligations, be entitled to the benefits of the Guaranty to the same extent as if such assignee or transferee were **Lender**; provided, however, that, unless **Lender** shall otherwise consent in writing (which consent shall not impair this Guaranty in any way

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whatsoever), Lender shall have an unimpaired right, prior and superior to that of any such assignee or transferee, to enforce this Guaranty, for the benefit of the Lender, as to those of the Guaranteed Obligations which Lender has not assigned or transferred.

10. **Waiver.** No delay on the part of the Lender in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Lender of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy; nor shall any amendment, modification or waiver of any of the provisions of this Guaranty be binding upon Lender except as expressly set forth in a writing duly signed and delivered by an officer of Lender. No action of Lender permitted hereunder shall in any way affect or impair the rights of Lender or the obligations of Guarantor under this Guaranty.

11. **Miscellaneous.** This Guaranty constitutes the entire agreement of Guarantor with respect to the matters set forth herein. The rights and remedies herein provided are cumulative and not exclusive of any remedies provided by law or any other agreement, and this Guaranty shall be in addition to any other Guaranty of the Guaranteed Obligations. The provisions of this Guaranty shall be binding upon Guarantor and its successors, successors in title, legal representatives, and assigns, and shall inure to the benefit of Lender, its successor, successors in title, legal representatives and assigns. The recitals set forth at the outset of this Guaranty are a part of this Guaranty agreement, as fully as if set forth in their entirety in the body hereof. Wherever possible, each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof should be invalid or unenforceable under such law, such invalidity or unenforceability shall not affect in any ways the continued validity and enforceability of any other provision hereof.

12. **Construction.** As used in this Guaranty, the singular number shall include the plural, the plural the singular, and the use of one gender shall be deemed applicable to all genders. Captions are for ease of reference only and shall not affect the meaning of the relevant provisions of the Guaranty. Guarantor acknowledges that this Guaranty and the obligations of Guarantor hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of Illinois (excluding the laws applicable to conflicts or choice of law).

13. **Notices.** All notices, demands, or request provided for or permitted to be given pursuant to this Guaranty (hereinafter in this paragraph referred to as "Notice") must be in writing and shall be deemed to have been properly given or served by personal delivery or by sending the same by overnight courier or by depositing the same in the United States Mail, postage pre-paid and registered or certified, return receipt requested, at the addresses set forth below. Each Notice shall be effective upon being delivered personally or upon

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being sent by overnight courier or upon being deposited in the United States Mail as aforesaid. The time period in which a response to any such Notice must be given or any action taken with respect thereto, however, shall commence to run from the date of receipt if personally delivered or sent by overnight courier or, if so deposited in the United States Mail, the earlier of three (3) business days following such deposit or the date of receipt as disclosed on the return receipt. Rejection or other refusal to accept or the inability to deliver because of changed address of which no Notice was given shall be deemed to be receipt of the Notice sent. By giving at least five (5) days prior Notice thereof, **Guarantor** or **Lender** shall have the right from time to time and at any time during the term of this **Guaranty** to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America. For the purposes of the **Guaranty**:

The Address of Lender Is:
First National Bank of Joliet
Attn: Carl D. Holmquist
78 N. Chicago St.
Joliet, Il. 60432

The Address of Guarantor is:

Exchange Holding, L.L.C.
575 Route 173
Antioch, Il. 60002

14. **Oral Modification.** Under Illinois Law no promise, contract, or agreement to lend money, extend credit, forbear from collection of a debt or make any other accommodation for the repayment of a debt for more than \$250,000 may be enforced in court against **Lender** unless the promise, contract, or agreement is in writing and signed by **Lender**.

15. **Forum.** **Guarantor** hereby irrevocably agrees that any legal action or proceeding arising out of or relating to this **Guaranty** may be brought in any state or federal court in the State of Illinois, at the election of **Lender**, its successors and assigns. By the execution and delivery hereof, **Guarantor** hereby irrevocably submits to the nonexclusive jurisdiction of any such court in any such action or proceeding, and hereby waives the benefit of jurisdiction derived from present or future domicile. Final judgment against **Guarantor** in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit or the judgment, a certified or exemplified copy of which shall be conclusive evidence of the fact.

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16. **Jury Trial.** In recognition of the higher costs and delay which may result from a jury trial, the parties hereto waive any right to trial by jury of any claim, demand, action, or cause of action (A) arising hereunder, or (B) in any way connected with or related or incidental to the dealings of the parties hereto or any of them with respect hereto, in each case whether now existing or hereafter arising, and whether sounding in contract or tort or otherwise; and each party further waives any right to consolidate any such action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. and each party hereby agrees and consents that any such claim, demand, action, or cause of action shall be decided by court trial without a jury, and that any party hereto may file an original counterpart or copy of this paragraph with any court as written evidence of the consent of the parties hereto to the waiver of their right to trial by jury.

IN WITNESS WHEREOF. Guarantor has executed this Limited Guaranty as a sealed instrument as of the date first set forth above.

WITNESS:

EXCHANGE HOLDINGS, L.L.C.

NAME

Amplimaster

BY:

John R. Galley
JOHN R. GALLEY
MANAGING MEMBER

PREPARED BY: JOHN R. GALLEY

MAIL TO:

1ST NAT. BANK OF JOLIET
78 N. CHICAGO ST
JOLIET, IL 60432

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Legal Description

Parcel 1: The North 159.20 feet of Lot 2 in Alcan Industrial Park, being a subdivision of part of the Northeast quarter (1/4) South of Indian Boundary Line of Section four (4), Township 39 North, Range 12, east of the Third Principal Meridian, according to plat thereof, recorded on August 13, 1963, as Document No. 18882926, as amended by Document No. 18919396.

Property Index Number: 15-04-203-026

Parcel 2: Lot 2 (except the North 159.2 feet thereof) and Lot 3 in Alcan Industrial Park, a subdivision of part of the Northeast 1/4, South of the Indian Boundary Line of Section 4, Township 39 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois, according to the plat thereof recorded August 13, 1963 as Document No. 18882926, as amended by Document 18919396, recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

Property Index Number: 15-04-203-010

Commonly known as: 3000 Hirsch Street, Melrose Park, Illinois 60160

PROPERTY OF COOK COUNTY CLERK'S OFFICE