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Cook County Recorder 51.50



MODIFICATION OF
PROMISSORY NOTE,
MORTGAGE,
ASSIGNMENT OF RENTS,
AND RELATED LOAN
DOCUMENTS

Space Above This Line For Recording Data

This Modification of Promissory Note, Mortgage, Assignment of Rents and Related Loan Documents (hereinafter referred to as this "Agreement") is made as of March 9, 2001 by and among Nodarse Investments, Incorporated ("Nodarse"), Gladys B. Smith ("Smith") (Smith and Nodarse being hereinafter collectively referred to as "Obligors"), Lazaro Nodarse ("Guarantor") and Banco Popular North America (hereinafter referred to as "Lender").

WITNESSETH:

WHEREAS, Thomas F. Sasco executed and delivered to Lender that certain Promissory Note in the original principal amount of Three Hundred Twenty Two Thousand Five Hundred and No/100 Dollars (\$322,500.00) dated August 19, 1999; and

WHEREAS, The Existing Note is secured inter alia, by a Mortgage (the "Mortgage") and Assignment of Rents (the "Assignment of Rents") each dated August 19, 1999, on the real estate legally described on Exhibit A attached hereto and made a part hereof (the "Mortgaged Premises") executed and delivered by Thomas F. Sasco to Mortgagee, which Mortgage and Assignment of Rents were recorded on August 23, 1999, in the office of the Cook County Recorder of Deeds, as Document Nos. 99800435 and 99800436, respectively (the "Existing Note")(the Existing Note, Mortgage, Assignment of Rents, and any and all other loan and/or security documents executed in connection therewith or herewith are hereinafter referred to as the "Loan Documents"); and

WHEREAS, On or about March 9, 2001, Thomas F. Sasco transferred and conveyed the Mortgaged Premises to Obligors subject to the Mortgage and Assignment of Rents.

WHEREAS, Thomas F. Sasco and Obligors requested, and Lender agreed, (a) to allow and agree to the

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assumption of the liability under the Note by Obligor; and (b) to release Thomas F. Sasco from further liability under or on account of the Note in exchange for (i) an assumption of all such liability by Obligor and the addition of the Obligor as additional principal obligor under the Note; and (ii) the Guaranty of the full payment and performance of all of the obligations under the Note by Guarantor.

WHEREAS, the parties hereto desire to amend the Loan Documents to, among other things provide for a change in the interest rate, maturity date and amortization schedule applicable to the indebtedness evidenced by the Existing Note;

NOW, THEREFORE, for and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Obligor and Lender do hereby agree as follows:

1. **AFFIRMATION OF RECITALS.** The recitals set forth above are true and correct and are incorporated herein by this reference.

2. **AMENDMENT OF EXISTING NOTE.** The Existing Note is hereby amended as follows:

2.1 All references in the Existing Note to September 1, 2004 as the date upon which final payment shall be made of all sums due and payable under the Existing Note (the "Maturity Date") are hereby deleted and substituted in lieu thereof are corresponding references to March 1, 2006 as and for the Maturity Date.

2.2 The first two paragraphs of the Existing Note are hereby amended by deleting same in their entirety and substituting in lieu thereof the following:

PROMISE TO PAY. Nodarse Investments, Incorporated and Gladys B. Smith (hereinafter collectively referred to as "Borrower") promise to pay to Banco Popular North America ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Hundred Eleven Thousand Three Hundred Twenty Six and 68/100 Dollars, (\$311,326.68) together with interest at the rate of 8.25% per annum on the unpaid principal balance from March 9, 2001 until paid in full.

PAYMENT. Borrowers will pay this loan in 59 regular payments of \$2,674.24 each and one irregular last payment estimated at \$275,869.22. Borrowers' first payment is due April 1, 2000 and all subsequent payments are due on the same day of each month after that. Borrowers' final payment due March 1, 2006 will be for all principal and accrued interest not yet paid. Payments include principal and interest. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs

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and late charges.

2.3 The paragraph of the Existing Note titled PREPAYMENT PENALTY is hereby amended by deleting same in its entirety.

2.4 Except as specifically set forth to the contrary hereinabove, the Existing Note remains unmodified and in full force and effect.

3. **AMENDMENT OF MORTGAGE.** The Mortgage is hereby amended as follows:

3.1 All references in the Mortgage to the Note shall be deemed to be references collectively to the Existing Note as modified hereby.

3.2 All references in the Mortgage to the sum of \$322,500.00, whether in words or in Arabic Script, are hereby deleted and substituted in lieu thereof are corresponding references to the sum of \$311,326.68.

3.3 Except as specifically set forth to the contrary hereinabove, the Mortgage remains unmodified and in full force and effect.

4. **AMENDMENT OF ASSIGNMENT OF RENTS.** The Assignment of Rents is hereby amended as follows:

4.1 All references in the Assignment of Rents to the Note shall be deemed to be references collectively to the Existing Note as modified hereby.

4.2 All references in the Assignment of Rents to the Mortgage shall be deemed to be references collectively to the Mortgage as modified hereby.

4.3 All references in the Assignment of Rents to the sum of \$322,500.00, whether in words or in Arabic Script, are hereby deleted and substituted in lieu thereof are corresponding references to the sum of \$311,326.68.

4.4 Except as specifically set forth to the contrary hereinabove, the Assignment of Rents remains unmodified and in full force and effect.

5. **AMENDMENT OF ADDITIONAL LOAN DOCUMENTS.** All remaining loan documents not specifically set forth above are hereby amended as follows:

5.1 All references therein to the Note, Mortgage and Assignment of Rents shall be deemed to be

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references to the Note, Mortgage and Assignment of Rents as modified and described herein.

5.2 All references therein to the sum of \$322,500.00, whether in words or in Arabic Script, are hereby deleted and substituted in lieu thereof are corresponding references to the sum of \$311,326.68.

5.3 Except as specifically set forth to the contrary hereinabove, the Loan Documents remain unmodified and in full force and effect.

6. **REPRESENTATIONS AND WARRANTIES.** Obligors hereby confirm and remake all representations and warranties set forth in the Loan Documents.

7. **ADDITIONAL PROVISIONS.** This Agreement shall be effective only upon:

(a) Delivery by Obligors to Lender of satisfactory evidence insuring the continued validity and priority of the Loan Documents, as herein amended, and the continued validity and priority of the Security Interests created thereby including, but not limited to delivery by Obligors to Lender of a satisfactory Date Down Endorsement to the existing mortgagee's title insurance policy with respect to the Mortgage, insuring the continued validity and priority of the Loan Documents, as herein amended, following the recording of this Agreement (subject only to the matters set forth on Schedule B of said policies and such matters as are approved by Lender), confirming all previous endorsements thereto, if any, and extending the effective date of the policies through the date of recording of this Agreement.

(b) Execution by Obligors of any and all Certificates, Financing Statements, Instruments, Assignments, Notices and documents as may be required or as may be deemed and determined by the Bank, in its sole discretion, to be necessary in order to perfect and complete the Bank's Security Interest in accordance with the Loan Documents as amended hereby.

(c) Payment by Obligors to Lender, immediately upon the submission of bills and invoices therefor, of all amounts incurred by or on behalf of Lender for attorneys' fees, recording expenses, filing fees, title expenses, title insurance fees, title insurance endorsement fees, and all other costs incurred or to be incurred by or on behalf of Lender by reason of the matters specified herein and the preparation of this Agreement and all other documents necessary and required to effectuate the provisions hereof, including, without limitation, all costs and expenses with respect to compliance by Borrower with the terms and conditions hereof and

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Lender's enforcement thereof. The rights and remedies of Lender contained in this Paragraph 7 shall be in addition to, and not in lieu of, the rights and remedies contained in the Loan Documents, as herein amended, and as otherwise provided by law.

(d) The recording of a counterpart of this Agreement in the Office of the Recorder of Deeds of Cook County, Illinois.

(e) Payment by Obligors to Lender of a closing fee in the amount of \$1,500.00.

8. **REMAINING PROVISIONS IN EFFECT.** Except as amended by this Agreement, the terms and conditions of the Loan Documents remain in full force and effect.

9. **EFFECTIVENESS.** This Agreement shall be effective as of the date hereof subject to the provisions of Paragraph 7 hereof.

10. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles.

11. **CONSTRUCTION.** This Agreement shall not be construed more strictly against Lender merely by virtue of the fact that the same has been prepared by Lender or its counsel, it being recognized that Obligor and Lender have contributed substantially and materially to the preparation of this Agreement.

12. **GENDER.** All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders and any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

13. **ENTIRE AGREEMENT.** Obligors and Lender acknowledge that there are no other agreements or representations, either oral or written, express or implied, that are not embodied in this Agreement and the Loan Documents. This Agreement and the Loan Documents together represent a complete integration of all prior and contemporaneous agreements and understandings of Obligors and Lender.

14. **BENEFIT.** This Agreement shall be binding upon and shall inure to the benefit of Obligors and Lender, and their respective successors, assigns, grantees, heirs, executors, personal representatives and administrators.

15. **RATIFICATION; AUTHORITY.** Except as herein amended, the Loan Documents shall remain in full force and effect, and all of the terms and provisions of the Loan Documents, as herein amended, are hereby ratified

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and reaffirmed. Obligors represent to Lender that there is no other ownership interest, lien, or other interest, now outstanding against the Mortgaged Property other than the lien of the Loan Documents; and that the lien of Lender on the Mortgaged Property is previously subsisting and, as herein amended, has been, is and shall remain a valid first, prior and paramount lien on said Mortgaged Property, enjoying the same or superior priority with respect to other claims upon said Mortgaged Property as prevailed prior to the execution of this Agreement. Obligors have duly authorized, executed and delivered this Agreement, and acknowledges that the Loan Documents are valid and enforceable in accordance with their terms against Obligors.

16. **DEFAULTS.** The occurrence of any one or more of the following shall constitute a Default under this Agreement.

(a) the untruthfulness of any representation or warranty contained in this Agreement, or the existence of any misrepresentation of fact or fraud contained in any document or information heretofore or hereafter submitted or communicated to Lender in support of this Agreement;

(b) the breach or violation of any term, covenant, or condition contained in this Agreement; or

(c) any other default, not timely cured within any applicable cure or grace period, under any of the Loan Documents. Any Default hereunder shall constitute a default or event of default, as applicable, under each of the Loan Documents.

17. **TERMINATION.** Immediately following the occurrence of any Default under this Agreement, Lender may, at its option (a) exercise any or all of its rights and remedies under the Loan Documents and/or (b) pursue any other remedies available to it.

18. **PRIORITY OF MORTGAGE.** The Mortgaged Property shall remain in all respects subject to the lien, charges and encumbrance of the Mortgage, as herein amended, and nothing herein contained and nothing done pursuant hereto, shall affect the liens, charges or encumbrances of the Mortgage, as herein amended, or the priority thereof with respect to other liens, charges, encumbrances or conveyances, or release or affect the liability of any party or parties whomsoever who may now or hereafter be liable under or on account of the Loan Documents as herein amended.

19. **CONSENT TO AMENDMENT.** Obligors acknowledge that they have thoroughly read and reviewed

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the terms and provisions of this Agreement and are familiar with same, that the terms and provisions contained herein are clearly understood by them and have been fully and unconditionally consented to by them and that they have had full benefit and advice of counsel of their own selection in regard to understanding the terms, meaning and effect of this Agreement, and that this Agreement has been entered into by them freely, voluntarily, with full knowledge, and without duress, and that in executing this Agreement, they are relying on no other representations, either written or oral, or express or implied, made to them.

20. **NO DEFENSES; RELEASE.** As of the date of this Agreement, Obligors acknowledge that they have no defense, offset, or counterclaim to any of their obligations under the Loan Documents. In addition to the foregoing (and to the extent of any such defense, offset or counterclaim), and as additional consideration for the amendment of the Loan Documents by Lender as herein set forth, Obligors hereby release and forever discharge Lender, its agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors and assigns and all persons, firms, corporations, and organizations in its behalf of and from all damages, losses, claims, demands, liabilities, obligations, actions and causes of action whatsoever which Obligors may now have or claim to have against Lender, as of the date hereof, whether presently known or unknown, and of every nature and extent whatsoever on account of or in any way relating to, concerning, arising out of or founded upon the Loan Documents, as herein amended, including, but not limited to, all such loss or damage of any kind heretofore sustained, or that may arise, as a consequence of the dealings between the parties up to and including the date hereof.

21. **RATIFICATION BY GUARANTOR.** By execution of this Agreement Lazaro Nodarse, as Guarantor, hereby consents to the execution and delivery of this Agreement to Lender by Obligors and ratifies, confirms and acknowledges that, notwithstanding any amendments to the Note, Mortgage, and any other Loan Documents as set forth herein, his Guaranty remains in full force and effect in accordance with its terms and continues to guarantee the repayment of all obligations of Obligors to Lender, including, without limitation, all obligations of Obligors to Lender under the Existing Note as amended hereby.

22. **COUNTERPARTS.** It is understood and agreed that this Agreement may be executed in several counterparts, each of which shall, for all purposes, be deemed an original and all of such counterparts taken together, shall constitute one and the same Agreement, even though all of the parties hereto may not have executed the same

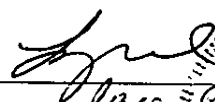
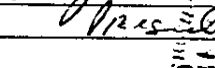
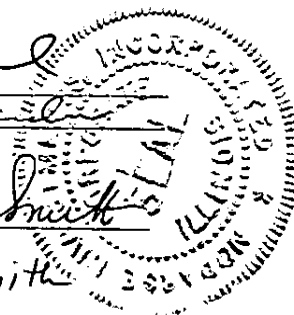
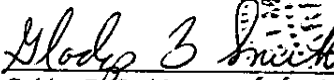
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counterpart of this Agreement.

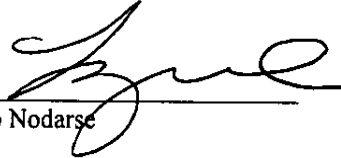
23. **DEFINITION OF TERMS.** All initial-capitalized terms not expressly defined in this Agreement shall bear the same respective definitions herein as they bear in the Loan Documents, as herein amended.

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

Nodarse Investments, Incorporated

By: 
Its: 


Gladys B. Smith
Gladys B. Smith

GUARANTOR:


Lazaro Nodarse

BANCO POPULAR NORTH AMERICA

By: 
Title: ASSISTANT VICE PRESIDENT

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Property of Cook County Clerk's Office

This Document Prepared By
and Return To:
Bruce W. Craig
Banco Popular North America
4801 W. Fullerton Avenue
Chicago, Illinois 60639



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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 9 day of March, 2001 before me, a Notary Public in and for said County and State, appeared Sonia V. Gonzalez, to me known to be the person who subscribed the name of BANCO POPULAR NORTH AMERICA, an Illinois state banking association, to the foregoing instrument as its Asst Vice President who, being by me duly sworn, did state that he/she is the Asst Vice President of said bank and that said instrument was signed and delivered by him/her on behalf of said bank by authority of its Board of Directors, and said Asst Vice President acknowledged to me that he/she executed the same for the uses, purposes, and consideration therein set forth and in the capacity therein stated as the free and voluntary act and deed of said bank.

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

Karen M. Detlesen
NOTARY PUBLIC

My Commission Expires:

7-19-04

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 9 day of March, 2001 before me, a Notary Public in and for said County and State, appeared LAZARO NODARSE to me personally known, who being by me duly sworn, did say that the foregoing instrument was signed and delivered by him as his own free and voluntary act for the uses and purposes therein set forth.

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

Karen M. Detlesen
NOTARY PUBLIC

My Commission Expires:

7-19-04



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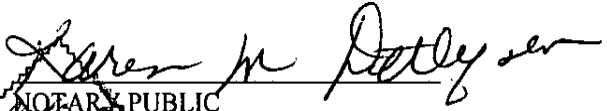

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 9 day of March, 2001 before me, a Notary Public in and for said County and State, appeared GLADYS B. SMITH to me personally known, who being by me duly sworn, did say that the foregoing instrument was signed and delivered by her as her own free and voluntary act for the uses and purposes therein set forth.

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


NOTARY PUBLIC


My Commission Expires:

7-19-04

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 9th day of March, 2001 before me, a Notary Public in and for said County and State, appeared Lazaro Nodarse, to me personally known, who being by me duly sworn, did say that he is the president of NODARSE INVESTMENTS, INCORPORATED and that the foregoing instrument was signed and sealed on behalf of said corporation and that he acknowledged the foregoing instrument to be the free act and deed of said corporation.




NOTARY PUBLIC

My Commission Expires:

7-19-04

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EXHIBIT "A"
THE MORTGAGED PROPERTY

LEGAL DESCRIPTION

LOTS 1, 2, 3, AND 4 (EXCEPT THE SOUTH 20 FEET THEREOF) IN BLOCK 4 IN FALCONER'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTH ½ OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 13-28-215-024

COMMON ADDRESS OF PROPERTY: 3018-26 North Cicero Avenue, Chicago, Illinois 60641

Property of Cook County Clerk's Office

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GUARANTY

1. Guaranty of Payment. For value received and in consideration of any loan or other financial accommodation heretofore or hereafter at any time made to Gladys Smith and/or Nodarse Investments, Incorporated (hereinafter collectively called the "Debtor") by BANCO POPULAR NORTH AMERICA (hereinafter, together with its successors and assigns, called the "Bank"), 4801 West Fullerton Avenue, Chicago, Illinois 60639, the undersigned hereby unconditionally guarantee(s) the full and prompt payment when due, whether by acceleration or otherwise, and at all times thereafter, of all obligations of the Debtor to the Bank, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, or now or hereafter existing, or due or to become due (all such obligations, together with any extensions or renewals thereof, being hereinafter collectively called the "Liabilities"), and the undersigned further agree(s) to pay all expenses (including attorneys' fees (which attorneys may be employees of the Bank) and legal expenses) paid or incurred by the Bank in endeavoring to collect the Liabilities, or any part thereof, and in enforcing this guaranty.

2. Acceleration of the Time of Payment of Amount Payable Under Guaranty. Each of the undersigned agrees that, in the event of the death, incompetency, dissolution or insolvency of the Debtor or such undersigned, or the inability of the Debtor or such undersigned to pay debts as they mature, or an assignment by the Debtor or such undersigned for the benefit of creditors, or the institution of any proceeding by or against the Debtor or such undersigned alleging that the Debtor or such undersigned is insolvent or unable to pay debts as they mature, and if such event shall occur at a time when any of the Liabilities may not then be due and payable, such undersigned will pay to the Bank forthwith the full amount which would be payable hereunder by such undersigned if all of the Liabilities were then due and payable.

3. Security Interest in Deposits and Other Property. To secure all obligations of each of the undersigned hereunder, the Bank shall have a lien upon and security interest in (and may, without demand or notice of any kind, at any time and from time to time when any amount shall be due and payable by such undersigned hereunder, appropriate and apply toward the payment of such amount, in such order of application as the Bank may elect) any and all balances, credits, deposits (general or special, time or demand, provisional or final), accounts or moneys of or in the name of such undersigned now or hereafter with the Bank and any and all property of every kind or description of or in the name of such undersigned now or hereafter, for any reason or purpose whatsoever, in the possession or control of, or in transit to, the Bank or any agent or bailee for the Bank. All obligations of each of the undersigned hereunder shall also be secured by any and all other property in which the Bank now or hereafter has a lien or security interest and which may be or become collateral for the payment of such obligations by reason of the general description of secured obligations contained in the security agreement or other agreement or instrument creating such lien or security interest.

4. Continuing 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, the death, incompetency or dissolution of any of the undersigned or that at any time or from time to time all of the Liabilities may have been paid in full), subject to discontinuance as to any of the undersigned only upon actual receipt by the Bank of written notice from such undersigned, or any

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person duly authorized and acting on behalf of such undersigned, of the discontinuance hereof as to such undersigned; provided, however, that no such notice of discontinuance shall affect or impair any of the agreements and obligations of such undersigned hereunder with respect to any and all Liabilities existing prior to the time of actual receipt of such notice by the Bank, any and all Liabilities created or acquired thereafter pursuant to any previous commitments made by the Bank, any and all extensions or renewals of any of the foregoing, any and all interest on any of the foregoing, and any and all expenses paid or incurred by the Bank in endeavoring to collect any of the foregoing and in enforcing this guaranty against such undersigned; and all of the agreements and obligations of such undersigned under this guaranty shall, notwithstanding any such notice of discontinuance, remain fully in effect until all such Liabilities (including any extensions or renewals of any thereof) and all such interest and expenses shall have been paid in full. Any such notice of discontinuance by or on behalf of any of the undersigned shall not affect or impair the obligations hereunder of any other of the undersigned.

5. Rescission or Return of Payment on Liabilities. The undersigned further agree(s) that, if at any time all or any part of any payment theretofore applied by the Bank to any of the Liabilities is or must be rescinded or returned by the Bank for any reason whatsoever (including, without limitation, the insolvency, bankruptcy or reorganization of the Debtor), such Liabilities shall, for the purposes of this guaranty, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Bank, and this guaranty shall continue to be effective or be reinstated, as the case may be, as to such Liabilities, all as though such application by the Bank had not been made.

6. Bank Permitted to Take Certain Actions. The Bank may, from time to time (but shall not be obligated to), whether before or after any discontinuance of this guaranty, at its sole discretion and without notice to the undersigned (or any of them), take any or all of the following actions: (a) retain or obtain a security interest in any property to secure any of the Liabilities or any obligation hereunder; (b) retain or obtain the primary or secondary obligation of any obligor or obligors, in addition to the undersigned, with respect to any of the Liabilities; (c) extend or renew for one or more periods (whether or not longer than the original period), alter or exchange any of the Liabilities, or release or compromise any obligation of any of the undersigned hereunder or any obligation of any nature of any other obligor with respect to any of the Liabilities; (d) release its security interest in, or surrender, release or permit any substitution or exchange for, all or any part of any property securing any of the Liabilities or any part of any property securing any of the Liabilities or any obligation hereunder, or extend or renew for one or more periods (whether or not longer than the original period) or release, compromise, alter or exchange any obligations of any nature of any obligor with respect to any such property; and (e) resort to the undersigned (or any of them) for payment of any of the Liabilities, whether or not the Bank (i) shall have resorted to any property securing any of the Liabilities or any obligation hereunder or (ii) shall have proceeded against any other of the undersigned or any other obligor primarily or secondarily obligated with respect to any of the Liabilities (all of the actions referred to in preceding clauses (i) and (ii) being hereby waived by the undersigned).

7. Application of Payments. Any amounts received by the Bank from whatsoever source on account of the Liabilities may be applied by it toward the payment of such of the Liabilities, and in such order of application, as the Bank may from time to time elect.

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8. Waiver of Subrogation and Other Rights. The undersigned waive(s) any claim or other right which the undersigned (or any of them) may now have or hereafter acquire against the Debtor or any other obligor primarily or secondarily obligated with respect to any of the Liabilities that arises from the existence or performance of the obligations of the undersigned under this guaranty, including without limitation, any right of subrogation, reimbursement, exoneration, contribution, indemnification or any right to participate in any claim or remedy of the Bank against the Debtor or any property securing any of the Liabilities, which the Bank now has or hereafter acquires, whether or not such claim, right or remedy arises in equity or under contract, statute or common law. The provisions of this paragraph are for the express benefit of the Debtor and each other obligor primarily or secondarily obligated with respect to any of the Liabilities as well as the Bank and may be enforced independently by the Debtor and each such other obligor.

9. Waiver of Notice and Other Matters. The undersigned waive(s): (a) notice of the acceptance by the Bank of this guaranty; (b) notice of the existence or creation or non-payment of all or any of the Liabilities; (c) presentment, demand, notice of dishonor, protest, and all other notices whatsoever; and (d) all diligence in collection or protection of or realization upon the Liabilities or any thereof, any obligation hereunder, or any security for or guaranty of any of the foregoing.

10. Assignment of Liabilities. The Bank may, from time to time, whether before or after any discontinuance of this guaranty, without notice to the undersigned (or any of them), assign or transfer any or all of the Liabilities or any interest therein; and, notwithstanding any such assignment or transfer or any subsequent assignment or transfer thereof, such Liabilities shall be and remain Liabilities for the purposes of this guaranty, and each and every immediate and successive assignee or transferee of any of the Liabilities or of any interest therein shall, to the extent of the interest of such assignee or transferee in the Liabilities, be entitled to the benefits of this guaranty to the same extent as if such assignee or transferee were the Bank; provided however, that, unless the Bank shall otherwise consent in writing, the Bank 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 Bank, as to those of the Liabilities which the Bank has not assigned or transferred.

11. Information Concerning Debtor; No Reliance on Representations by Bank. Each of the undersigned warrants to the Bank that such undersigned now has and will continue to have independent means of obtaining information concerning the affairs, financial condition and business of the Debtor. The Bank shall not have any duty or responsibility to provide the undersigned (or any of them) with any credit or other information concerning the affairs, financial condition or business of the Debtor which may come into the Bank's possession. Each of the undersigned has executed and delivery this guaranty without reliance upon any representation by the Bank with respect to (a) the due execution, validity, effectiveness or enforceability of any instrument, document or agreement evidencing or relating to any of the Liabilities or any loan or other financial accommodation made or granted to the Debtor; (b) the validity, genuineness, enforceability, existence, value or sufficiency of any property securing any of the Liabilities or the creation, perfection or priority of any lien or security interest in such property; or (c) the existence, number, financial condition or creditworthiness of other guarantors or sureties with respect to any of the Liabilities.

12. Waiver and Modification. No delay on the part of the Bank in the exercise of any right

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er remedy shall operate as a waiver thereof, and no single or partial exercise by the Bank of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy; nor shall any modification or waiver of any of the provisions of this guaranty be binding upon the Bank except as expressly set forth in a writing duly signed and delivered on behalf of the Bank.

13. Obligations Under Guaranty. No action of the Bank permitted hereunder shall in any way affect or impair the rights of the Bank and the obligations of the undersigned under this guaranty. For the purposes of this guaranty, Liabilities shall include all obligations of the Debtor to the Bank, notwithstanding any right or power of the Debtor or anyone else to assert any claim or defense as to the invalidity or unenforceability of any such obligation, and no such claim or defense shall affect or impair the obligations of the undersigned hereunder. The obligations of the undersigned under this guaranty shall be absolute and unconditional irrespective of any circumstance whatsoever which might constitute a legal or equitable discharge or defense of the undersigned (or any of them). Each of the undersigned acknowledges that there are no conditions to the effectiveness of this guaranty.

14. Successors. This guaranty shall be binding upon the undersigned, and upon the heirs, legal representatives, successors and assigns of the undersigned; and to the extent that the Debtor or any of the undersigned is either a partnership or a corporation, all references herein to the Debtor and to the undersigned, respectively, shall be deemed to include any successor or successors, whether immediate or remote, to such partnership or corporation.

15. Joint and Several Obligation. If more than one party shall execute this guaranty, the term "undersigned", as used herein, shall mean all parties executing this guaranty and each of them, and all such parties shall be jointly and severally obligated hereunder.

16. Law. This guaranty has been delivered at Chicago, Illinois, and shall be construed in accordance with and governed by the laws of the State of Illinois.

17. Severability. 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 of this guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this guaranty.

18. Captions. Section captions used in this guaranty are for convenience only, and shall not affect the construction of this guaranty.

19. Waiver of Jury Trial. THE UNDERSIGNED WAIVE(S), AND BY ACCEPTING THIS GUARANTY, THE BANK SHALL BE DEEMED TO WAIVE, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (A) UNDER THIS GUARANTY OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR (B) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS GUARANTY, AND THE UNDERSIGNED

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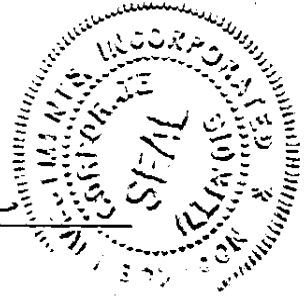
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AGREE(S), AND, BY ACCEPTING THIS GUARANTY, THE BANK SHALL BE DEEMED TO AGREE, THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

SIGNED AND DELIVERED this 9th day of March, 2001

3039 N Milwaukee
ADDRESS

Lazaro
Lazaro Nodarse



Chicago Ill 60618

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