



Doc#: 0827639022 Fee: \$52.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 10/02/2008 10:53 AM Pg: 1 of 9

**FORBEARANCE AGREEMENT**

Property of Cook County

**This Box For Recorder's Use Only**

This Forbearance Agreement ("Agreement") is made this 29<sup>th</sup> day of August, 2008, by and between Regency Club Condos, LLC, an Illinois limited liability company ("Regency"); 1044 Lake Street Development Group, LLC, an Illinois limited liability company ("1044 Lake Street"), (Regency and 1044 Lake Street are hereinafter sometimes individually referred to as a "Borrower" and collectively referred to as the "Borrowers"); Alex Troyanovsky ("Guarantor"); and MB Financial Bank, N.A., a national banking association ("Lender").

**RECITALS**

1. Description of the Loan. Borrowers are indebted to Lender in the principal amount not to exceed Two Million Eight Hundred Twelve Thousand and 00/100ths Dollars (\$2,812,000.00) (the "Loan") as evidenced by that certain Mortgage Note dated October 12, 2007 in the original principal amount not to exceed Two Million Eight Hundred Twelve Thousand and 00/100ths Dollars (\$2,812,000.00) executed and delivered by Borrowers to Lender as modified by the Amendment to Mortgage Note dated February 11, 2008 and as modified by the Second Amendment to Mortgage Note dated April 11, 2008 (the "Note").

2. Security for the Loan. The Note is secured by, among other things, that certain that certain Mortgage, Assignment of Leases and Rents and Security Agreement dated October 12, 2007 made by Borrowers to the Lender and recorded with the Cook County Recorder of Deeds on October 22, 2007 as Document No. 0729547047, relating to and encumbering the real property legally described on Exhibit A attached hereto and made a part hereof (the "Mortgage"), which Mortgage, together with the Note and all other documents or instruments evidencing, securing or guarantying the Loan, in their original form and as amended, modified, renewed or extended, are sometimes collectively referred to herein as the "Loan Documents".

3. Guaranty of Loan. Guarantor has unconditionally guaranteed the repayment by the Loan, the performance and observance all of the terms, covenants, and conditions of each of the Loan Documents by the parties who have executed the same pursuant to that certain

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Guaranty of Payment dated October 12, 2007 and executed and delivered by Guarantor to the Lender (the "Guaranty").

4. Defaults and Maturity of the Loan. Borrowers and Guarantor acknowledge and agree that the Loan has matured on July 11, 2008 and Borrower has failed to repay in full such Loan and that Borrower is otherwise in material default of certain required covenants and conditions contained in the Loan Documents. Said defaults in the repayment of the Loan at maturity and the failure of Borrowers to observe or perform certain terms, covenants and conditions of the Loan Documents each constitute Defaults or Events of Default under each of the Note, Mortgage and other Loan Documents.

5. Collateral and Guaranties Enforcement. Because Borrowers have failed to repay the Loan in full, the Lender is legally entitled to enforce the terms of the Note against Borrowers, foreclose *inter alia*, the liens and security interests created by the Mortgage and enforce said Loan Documents against the parties who have executed the same and the Guaranty against the Guarantor.

6. Borrower's and Guarantor's Promises. To induce the Lender to forbear from enforcement of its collateral security and enforcement of the Note, Mortgage, Guaranty and other Loan Documents, Borrowers and Guarantor have agreed to execute this Agreement. In reliance on said agreement of Borrowers and Guarantor, the Lender has agreed to forbear from enforcement of its collateral security and enforcement of the Note, Mortgage, Guaranty and Loan Documents upon the terms and conditions herein contained.

## AGREEMENTS

7. Incorporation of Recitals. The Recitals contained in Paragraphs 1 through 6 both inclusive, of this Agreement are true and correct and are herewith incorporated by reference, as if fully set forth herein.

8. Forbearance Period. In reliance upon each of Borrower's and Guarantor's promises, acknowledgments and agreements herein and in the absence of any default of Borrowers or Guarantor of the payment of any amounts due under this Agreement or the full and prompt performance or observance of any other terms, covenants or conditions of this Agreement and the absence of any further Default or Event of Default under the Note, Guaranty, Mortgage or other Loan Documents, Lender agrees to forbear enforcement of the Note, the Guaranty, Mortgage or Loan Documents and of its collateral due to the default in the repayment of the Loan evidenced by the Note and other Defaults or Events of Default as of the date hereof under the Loan Documents, through and including November 11, 2008 or the date of occurrence of any other default in payment of any amounts due under this Agreement or the performance or observance by Borrower or Guarantor of any of the terms, covenants or conditions of this Agreement ("Event of Default under this Agreement") or an additional Default or Event of Default under the Note, Guaranty, Mortgage, or other Loan Documents. This limited Forbearance shall be narrowly construed. The Lender's forbearance from exercising any rights or remedies shall not be considered a waiver of the default in repayment of the Loan as evidenced

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by Note or any other Default or Events of Default or a waiver of non-compliance for any other period or a waiver of any term or condition of any of the Loan Documents.

9. Interest Payments. For the period from and effective as of August 14, 2008 through and including November 11, 2008, the floor Interest Rate of Five and One-Half percent (5.50%) per annum under the Note ("Floor Rate") is deleted and Borrower shall pay accrued interest on the Loan from such date at the applicable interest rate specified in the Note without any Floor Rate (the "Non-Floor Interest Rate") monthly in arrears on August 8, 2008 and continuing on the fifth (5th) day of each month thereafter except that the entire outstanding principal balance of the Loan and accrued interest thereon shall be due and payable by Borrowers to the Lender on November 11, 2008. Effective as of November 11, 2008 and thereafter, in no event shall the Interest Rate at any time be less than five and one-half percent (5.50%) per annum.

10. Validity of Loan Documents. Borrowers and Guarantor acknowledge and agree with Lender that the Note is a valid obligation of Borrowers and enforceable in accordance with the terms and provisions thereof; that the security interests granted under the Mortgage or other Loan Documents by Borrowers and/or Guarantor to secure the Loan and all such security interests heretofore extended by Borrowers and/or Guarantor to the Lender to secure the Loan are valid and enforceable against Borrowers and Guarantor, as the case may be, and enforceable liens and security interests against the collateral described therein.

11. Reaffirmation of Guaranty. Guarantor hereby acknowledges and agrees that the Guaranty signed by him shall include, without limitation, an unconditional, irrevocable and absolute guaranty, as principal obligor and not as surety, of the full and prompt payment when due, whether by acceleration or otherwise, and at all times thereafter, of all obligations of Borrower under the Note and the full and prompt performance and observance of all of the warranties, covenants and agreements provided by each of the Loan Documents and all other documents (as such documents are or may be modified) evidencing or securing any indebtedness evidenced by said Note to be performed and observed by the parties who executed said documents. Guarantor reaffirms his respective obligations stated in the Guaranty, consents to the matters affected by this Agreement and agrees that his respective liabilities as guarantor shall not be diminished by this Agreement.

12. Enforcement of Collateral, Loan Documents or Guaranty upon the Occurrence of an Additional Event of Default. Upon the occurrence of an Event of Default under this Agreement or further Default or Event of Default under any of the Note, Guaranty, Mortgage or the Loan Documents, the Lender shall be entitled and able to avail itself immediately of all legal and equitable remedies then available to the Lender, including without limitation (i) the set off of any amounts of Borrowers or Guarantor on deposit with Lender to the Loan; (ii) the filing and prosecution of such actions and proceedings as the Lender may determine are required to collect the amounts due to the Lender under any or all of the Loan, the Note, the Guaranty, the Mortgage or any of the Loan Documents, or (iii) the foreclosure of the Mortgage and enforcement of other security interests described in the Loan Documents.

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13. No Defenses. Borrowers and Guarantor hereby represent, covenant and warrant to Lender that to as of the date hereof, none of them have any claims, counterclaims, defenses, or set-offs with respect to the Loan or any of the terms, covenants or conditions of the Note, Mortgage, Guaranty or Loan Documents.

14. Forbearance Fee and Expenses and Credit for Interest Prepayments. As a condition precedent to the agreements contained herein, Borrowers and Guarantor shall pay to Lender a forbearance fee in the amount of \$3,515.00 (the "Forbearance Fee") together with all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, any title charges, recording fees, and attorneys' fees and expenses. Borrower acknowledges and agrees that Borrower has prepaid excess interest on the Loan in sums in the aggregate amount of \$6,963.09 ("Prepaid Amount"), which sums when paid were not to be applied to the outstanding principal balance of the Loan and can now be accounted for and credited back to Borrower as follows: (a) Payment of the Forbearance Fee shall be made as a debit against such Prepaid Amount; (b) the difference between (i) the amount of interest Borrower would have paid to lender for the period from August 14, 2008 through November 11, 2008 at the Floor Rate, and (ii) the amount of interest paid by Borrower to Lender for the period from August 14, 2008 through November 11, 2008 at the Non-Floor Rate, shall be a debit against such Prepaid Amount; and (c) the balance of such Prepaid Amount shall be applied as a partial credit against the Loan amount due as of November 11, 2008.

15. Entire Agreement as to Forbearance and Confirmation of Loan Documents. This Agreement constitutes the complete understanding among the parties on the issue of forbearance only, and supersedes any and all prior agreements, promises, representations, or inducements, no matter its or their form, concerning the subject matter of forbearance by Lender. No promises or agreements concerning or relating to forbearance by Lender made subsequent to the execution of this Agreement by these parties shall be binding unless reduced to writing and signed by an authorized representative of each of the parties hereto. This Agreement shall not be construed as a novation of any of the Note, Guaranty, Mortgage or Loan Documents. In all respects, other than as expressly amended or supplemented hereby, Borrowers and Guarantor and each of them, do hereby ratify and confirm the provisions, terms and conditions of the Note, Guaranty, Mortgage and Loan Documents.

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IN WITNESS WHEREOF, the parties hereto have hereunto signed this Agreement the day and year first above written.

**LENDER:**

MB Financial Bank, N.A., a national banking association,

By: *Carlynn J. Gertis*  
Name: Carlynn J. Gertis  
Title: 1st Vice President

**BORROWERS:**

Regency Club Condos, LLC, an Illinois limited liability company

By: *Alex Troyanovsky*  
Name: Alex Troyanovsky  
Title: Managing Member

This Instrument prepared by and after recording mail to:  
Timothy S. Breems  
Ruff, Weidenaar & Reicy Ltd.  
222 N. LaSalle Street  
Suite 700  
Chicago, IL 60601

1044 Lake Street Development Group, LLC, an Illinois limited liability company,

By: *Alex Troyanovsky*  
Name: Alex Troyanovsky  
Title: Managing Member

**GUARANTOR:**

*Alex Troyanovsky*  
Name: Alex Troyanovsky

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that Carolyn Bergits, as 1st Vice President of MB Financial Bank, N.A., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Carolyn Bergits of MB Financial Bank, N.A., appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said MB Financial Bank, N.A. for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8 day of September, 2008.

Stacy Singer  
Notary Public  
(Notary Seal)



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that Alex Troyanovsky, as Managing Member of Regency Club Condos, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Managing Member of Regency Club Condos, LLC, an Illinois limited liability company, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Regency Club Condos, LLC, an Illinois limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29<sup>th</sup> day of August, 2008.

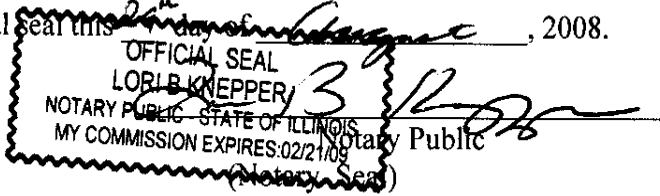
Lois Knepper  
OFFICIAL SEAL  
LOIS KNEPPER  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES 02/21/09

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that Alex Troyanovsky, as Managing Member of 1044 Lake Street Development Group, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Managing Member of 1044 Lake Street Development Group, LLC, an Illinois limited liability company, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said 1044 Lake Street Development Group, LLC, an Illinois limited liability company, for the uses and purposes therein set forth.

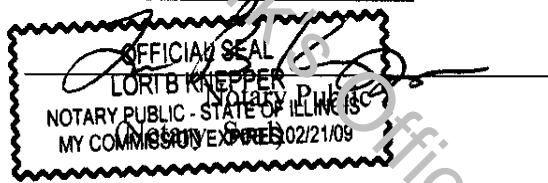
Given under my hand and notarial seal this 27<sup>th</sup> day of August, 2008.



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that Alex Troyanovsky, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29<sup>th</sup> day of August, 2008.



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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

LOT 2 IN MORADI SUBDIVISION, BEING A RESUBDIVISION IN THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 15, 2005 AS DOCUMENT NUMBER 0522745081, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE WEST 40 FEET OF THE SOUTH 210 FEET OF LOT 4 (NOT INCLUDING STREET) IN SAMUEL P. SKINNER'S SUBDIVISION OF LAND IN THE SOUTHWEST CORNER OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

THAT PART OF LOT 7 IN KOHN'S SUBDIVISION OF LOT 5 AND THE NORTH 310 FEET OF THE EAST 32.44 FEET OF LOT 5 IN SKINNER'S SUBDIVISION OF LAND IN THE SOUTHWEST CORNER OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF THE EAST 67.3 FEET OF LOT 4 AND THE WEST 47.87 FEET OF LOT 3 IN BLOCK 8 IN KETTLESTRING'S ADDITION TO HARLEM, A SUBDIVISION OF PART OF THE NORTHWEST  $\frac{1}{4}$  OF SAID SECTION 7, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7; THENCE NORTH 89 DEGREES 39 MINUTES 17 SECONDS WEST ALONG THE SOUTH LINE THEREOF 36.78 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 05 SECONDS EAST 30.12 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 52 SECONDS EAST 5.0 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 14 SECONDS EAST 45.73 FEET; THENCE SOUTH 39 DEGREES 56 MINUTES 38 SECONDS EAST 31.80 FEET TO THE EAST LINE OF LOT 7; THENCE SOUTH 00 DEGREES 01 MINUTES 37 SECONDS WEST ALONG SAID EAST LINE 176.04 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P.I.N. 16-07-120-037; 16-07-120-041; 16-07-120-040

Address: 1038-1044 W. Lake Street, Oak Park, IL



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## EXHIBIT A (con't.)

Parcel 4:

LOT 2 IN MORADI SUBDIVISION, BEING A RESUBDIVISION IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 15, 2005 AS DOCUMENT NUMBER 0522745081, IN COOK COUNTY, ILLINOIS.

P.I.N.: 16-07-120-009  
16-07-120-011  
16-07-120-020  
16-17-120-026  
16-17-120-027  
16-17-120-029

Address: 150 North Marion, Oak Park, IL

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