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Doc#: 1102818021 Fee: \$62.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/28/2011 02:35 PM Pg: 1 of 14

RECORDATION REQUESTED BY:

Crowley Barrett & Karaba, Ltd.
20 S. Clark Street, Suite 2310
Chicago, IL 60603-1806
Attention: Thomas F. Karaba

THIS INSTRUMENT WAS PREPARED BY AND WHEN RECORDED RETURN TO:

Crowley Barrett & Karaba, Ltd.
20 S. Clark Street, Suite 2310
Chicago, IL 60603-1806
Attention: Thomas F. Karaba

999610420 10/28/11 DKW
FIDELITY #

SECOND FORBEARANCE AND MODIFICATION AGREEMENT

THIS SECOND FORBEARANCE AND MODIFICATION AGREEMENT ("Second Forbearance Agreement") is made and effective as of November 5, 2010, by and among **3900 N. WASHTENAW, LLC**, an Illinois limited liability company ("**Borrower**"), **ROBERT S. WILLIAMS** and **MICHAEL J. SREENAN** (each a "**Guarantor**" and collectively, the "**Guarantors**") and **FIFTH THIRD BANK**, an Ohio banking corporation, successor by merger with Fifth Third Bank, a Michigan banking corporation ("**Lender**").

WITNESSETH:

BOX 15

WHEREAS, on or about October 29, 2007, Lender made a loan to Borrower in the amount of One Million Eight Hundred Fifty Thousand and No/100 Dollars (\$1,850,000.00) (the "**Loan**") to finance the acquisition and re-development of the property commonly known as 3935, 3937 and 3957 N. Washtenaw Avenue, Chicago, Illinois, legally described on the attached Exhibit A hereto (the "**Real Property**");

WHEREAS, the Loan is evidenced and secured by the following instruments, each dated, unless otherwise noted, as of October 29, 2007 (collectively the "**Loan Documents**"):

1. Construction Loan Agreement made by and between Borrower and Lender ("**Loan Agreement**");
2. Promissory Note made by Borrower payable to Lender in the amount of One Million Eight Hundred Fifty Thousand and No/100 Dollars (\$1,850,000.00) ("**Note**");

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3. Mortgage from Borrower to Lender covering the Real Property, and recorded with the Cook County Recorder of Deeds on November 6, 2007 as Document No. 0731026136 ("**Mortgage**");
4. Commercial Security Agreement executed by the Borrower;
5. Commercial Guaranty of Guarantors ("**Guaranty**")
6. First Modification and Extension Agreement dated may 5, 2009 executed by the Borrower and each of the Guarantors and recorded with the Cook County Recorder of Deeds on June 11, 2009 as Document No. 0916218088;
7. Forbearance Agreement dated November 5, 2009 executed by the Borrower and each of the Guarantors and recorded with the Cook County Recorder of Deeds on January 25, 2010 as Document No. 1002539040; and
8. any and all other documents and instruments given at any time to evidence and secure the Loan.

WHEREAS, as of the date hereof, there is a principal balance on the Loan in the amount of \$290,423.71;

WHEREAS, as of the date hereof, the Loan has matured and an Event of Default has occurred under the Loan Documents;

WHEREAS, Borrower and each of the Guarantors have requested and Lender has agreed to forbear from exercising its remedies under the Loan Documents, subject to the terms and conditions herein provided; and

WHEREAS, Lender and Borrower and each of the Guarantors have agreed as hereinafter provided. All initially capitalized terms used but not defined herein shall have the meaning set forth for such terms in the Loan Agreement and in each of the other Loan Documents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. **Forbearance Fee.** Simultaneously with the execution and delivery of this Second Forbearance Agreement, and as a condition precedent hereto, Borrower shall pay to Lender (a) a non-refundable forbearance fee in the amount of \$1,452.00, plus (b) any and all other third party costs and attorneys' fees incurred by Lender in connection herewith.

2. **Payment of Real Estate Taxes; Real Estate Tax Escrow.** Simultaneously with the execution and delivery of this Second Forbearance Agreement, and as a condition precedent

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hereto, Borrower shall pay any and all real estate taxes due and owing on the Real Property, including without limitation the first and second installments of the 2009 real estate taxes.

In addition to the required monthly payment of principal and interest due under the Note as modified by this Second Forbearance Agreement, Borrower shall pay monthly into a reserve account established with Lender an amount equivalent to 1/12 of the annual real estate taxes, as estimated by Lender, beginning on December 5, 2010. All such payments for real estate taxes shall be carried in an interest free reserve account with Lender. Lender shall have the right to draw upon the reserve account to pay the annual real estate taxes, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing herein or in the Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. All amounts in the reserve account are hereby pledged by Borrower to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default.

3. **Interest Reserve Account.** In connection with the first Forbearance Agreement dated November 5, 2009, Borrower deposited the sum of \$55,571.87 (from Loan proceeds) with Lender into Account No. 7237097600 and said account was pledged to Lender as additional Collateral for the Loans (the "**Interest Reserve Account**"). A portion of Interest Reserve Account heretofore has been debited to pay accrued interest on the Loans. As of the date hereof, Section 2 of the first Forbearance Agreement dated November 5, 2009 shall be deleted. The current balance of the Interest Reserve Account is \$23,306.00 and said reserve shall no longer be used to pay accrued interest on the Loan. All amounts in the Interest Reserve Account are hereby pledged by Borrower to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default.

4. **Current Defaults; Acknowledgment.** Borrower and each of the Guarantors acknowledge that Borrower is in default pursuant to the terms of the Loan Documents for failure to pay upon maturity, and failure to pay when due all of the real estate taxes affecting the Real Property. As a result of the foregoing default, Lender has the right to immediately enforce payment by Borrower and/or each of the Guarantors of all of the Borrower's obligations and, in connection therewith, to immediately enforce all other remedies provided to Lender under the Note, Guaranties and any of the other Loan Documents or at law or equity or by statute against each of them.

5. **Payment of the Note.** Borrower agrees to begin making monthly payments of principal and interest under Note as follows: the unpaid principal amount of the Loan shall bear interest from the date hereof at the fixed rate of 4.50% and shall be payable in seven (7) principal and interest installments of \$1,615.00 each beginning on December 5, 2010 and a final balloon payment of all outstanding principal, accrued interest, and all other amounts due under said Note will be due on July 5, 2011. Upon an Event of Default, the interest rate shall be increased to 8.50%.

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6. Limited Forbearance and Further Consideration.

a. Subject to compliance by Borrower and each of Guarantors with the terms and conditions of this Second Forbearance Agreement, Lender hereby agrees to forbear from exercising and enforcing its rights, powers and remedies afforded under the Loan Documents or at law, in equity or by statute during the period from the date of this Second Forbearance Agreement until July 15, 2011 (the "**Forbearance Period**").

b. Unless earlier terminated in accordance with the terms of this Second Forbearance Agreement, Lender's forbearance, as provided herein, shall immediately cease without notice at the expiration of the Forbearance Period ("**Forbearance Termination Date**").

c. Borrower and each of the Guarantors agree that the Real Property shall secure this Second Forbearance Agreement.

d. Borrower and each of the Guarantors agrees that any further Event of Default, beyond any applicable notice and cure period, if any, under the Loan Documents shall also be an Event of Default under this Second Forbearance Agreement.

e. Borrower and each of the Guarantors agree that an Event of Default beyond the applicable notice and cure period under this Second Forbearance Agreement shall also be an Event of Default under the Loan Documents.

f. Lender's forbearance is further expressly subject to and conditioned upon strict compliance by Borrower and all Guarantors with each and every term and provision of this Second Forbearance Agreement. Upon the breach by any of these parties of any provision of this Second Forbearance Agreement, Lender, at its sole and absolute option, may withdraw its forbearance hereunder, provided Lender shall have provided all other parties with written notice specifying the breach and the notified parties shall have failed to cure the breach within ten (10) days of such notice. Lender shall promptly advise the other parties of any such withdrawal, but failure to do so shall not impair the effect of such withdrawal. Upon such withdrawal, all of the obligations owed by Borrower and Guarantors described herein shall be due and payable, and Lender shall have the undisputed and absolute right to exercise and enforce all other rights, powers and remedies which may exist pursuant to the Loan Documents or at law, in equity or by statute, all without further demand or notice of any kind, all of which are hereby waived by Borrower and Guarantors.

g. Borrower and each of the Guarantors acknowledges and agrees that Lender shall be under no obligation to extend the Forbearance Termination Date and that Lender's failure to enforce any or all of its remedies under this Second Forbearance Agreement, the Loan Documents, or under law or at equity after the expiration of the Forbearance Period will not give rise to a further extension of the Forbearance Period absent a written agreement executed by Lender to extend the Forbearance Termination Date.

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7. **Reservation of Rights.** The forbearance set forth herein shall be limited precisely as written and, except as expressly set forth herein, neither the fact of Lender's forbearance nor any other term or provisions herein shall, or shall be deemed or construed to: (i) be a consent to any forbearance, waiver, amendment or modification of any term, provision or condition of the Loan Documents; (ii) affect, impair, operate as a waiver of, or prejudice any right, power or remedy which Lender may now or hereafter have pursuant to the Loan Documents or any other document, agreement, security agreement or instrument executed by any person in connection with or related to the Loan Documents, or at law or in equity or by statute including, without limitation, with regard to any existing or hereafter arising default, (iii) impose upon Lender any obligation, express or implied, to consent to any amendment or further modification of this Second Forbearance Agreement or (iv) be a consent to any waiver of any existing event of default, all such events of defaults remaining outstanding. Lender hereby expressly reserves all rights, powers and remedies specifically given to it under the Loan Documents or the other agreements or now or hereafter existing at law, in equity or by statute.

8. **Modification of Loan Documents.** Subject to the terms and provisions herein contained, the terms and provisions of the Loan Agreement and the corresponding provisions of each of the other Loan Documents, are hereby modified and amended effective as of the date hereof, so as to provide as follows:

(a) **Maturity Date.** The Maturity Date is hereby extended, modified, and amended to July 5, 2011.

(b) **Loan Amount.** The amount of the Loan(s) is hereby modified and amended so as not to exceed the principal amount of TWO HUNDRED NINETY THOUSAND FOUR HUNDRED TWENTY-THREE AND 71/100 DOLLARS (\$290,423.71).

(c) **Interest Rate.** The interest rate on the Loan(s) prior to the occurrence of an Event of Default is hereby modified and amended to a fixed interest rate of 4.50%.

(d) **Repayment of the Loan.** The unpaid principal amount of the Loan shall bear interest from the date hereof at the fixed rate of 4.50% and shall be payable in seven (7) principal and interest installments of \$1,615.00 each beginning on December 5, 2010 and a final balloon payment of all outstanding principal, accrued interest, and all other amounts due under said Note will be due on July 5, 2011. Upon an Event of Default, the interest rate shall be increased to 8.50%. In addition to the required monthly payment of principal and interest due under the Note as modified by this Second Forbearance Agreement, Borrower shall pay monthly into a reserve account established with Lender an amount equivalent to 1/12 of the annual real estate taxes, as estimated by Lender, beginning on December 5, 2010. All such payments for real estate taxes shall be carried in an interest free reserve account with Lender. Lender shall have the right to draw upon the reserve account to pay the annual real estate taxes, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing herein or in the Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. All amounts in the reserve account are hereby

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pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default.

9. **Reaffirmation of Loan Documents.** Except as expressly herein provided, the undersigned hereby reaffirms and incorporates herein by reference each and every term, provision, representation and warranty contained in the Loan Documents, and further agrees that said terms, provisions, representations and warranties shall remain in full force and effect. The undersigned further acknowledges that nothing contained herein shall be construed to limit or release the liability or obligations of Borrower or Guarantors under the Loan Documents.

10. **No Defenses.** The undersigned represents to Lender that it has no defenses, setoffs, claims or counterclaims of any kind or nature whatsoever against Lender in connection with the Loan Documents or any amendments to said documents or any action taken or not taken by the Lender with respect thereto or with respect to the collateral. Without limiting the generality of the foregoing, the undersigned hereby releases and forever discharges Lender, its affiliates, and each of its officers, agents, employees, attorneys, insurers, successors and assigns, from any and all liabilities, or causes of action, known or unknown, arising out of any action or inaction with respect to the Loan Documents.

11. **Disclaimer.** The undersigned expressly disclaims any reliance on any oral representation made by Lender with respect to the subject matter of this Second Forbearance Agreement. The undersigned acknowledges and agrees that Lender is specifically relying upon the representations, warranties, releases and agreements contained herein, and that this Second Forbearance Agreement is executed and delivered to Lender as an inducement to extend the term of the Loan and to increase the amount of the Loan.

12. **General Release of Lender.**

(a) Except as to the obligations imposed upon Lender, as provided herein and in the other Loan Documents, Borrower and each of the Guarantors, on behalf of itself, its respective successors and assigns, and each of them, does each hereby forever relieve, release, acquit and discharge Lender and its predecessors, successors and assigns, and their respective past and present attorneys, accountants, insurers, representatives, affiliates, partners, subsidiaries, officers, employees, directors, and shareholders, and each of them (collectively, the "**Released Parties**"), from any and all claims, debts, liabilities, demands, obligations, promises, acts, agreements, costs and expenses (including, but not limited to, attorneys' fees), damages, injuries, actions and causes of action, of whatever kind or nature, whether legal or equitable, known or unknown, suspected or unsuspected, contingent or fixed, which Borrower or any Guarantor now owns or holds or has at any time heretofore owned or held or may at any time hereafter own or hold against the Released Parties, or any of them, by reason of any acts, facts, transactions or any circumstances whatsoever occurring or existing through the date of recordation of this Second Forbearance Agreement, including, but not limited to, those based upon, arising out of, appertaining to, or in connection with the Recitals above, the Loan, the facts pertaining to this Second Forbearance Agreement, any collateral heretofore granted to Lender or granted in connection herewith, or to any other obligations of Borrower or any Guarantor to Lender, or the lending arrangements between Lender and Borrower and the Guarantors.

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(b) Borrower and each of the Guarantors acknowledges that it is aware that it may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which it now knows or believes to be true. Nevertheless, it is the intention of Borrower and each of the Guarantors through this Second Forbearance Agreement, to fully, finally and forever release all such matters, and all claims relative thereto, which do now exist, may exist, or heretofore have existed. In furtherance of such intention, the release herein given shall be and remain in effect as a full and complete release of such matters notwithstanding the discovery or existence of any such additional or different claims or facts relative thereto.

(c) Borrower and each of the Guarantors is, respectively, the sole and lawful owner of all right, title and interest in and to every claim and other matter which they purport to release herein, and they have not heretofore assigned or transferred, or purported to assign or transfer to any Person any claims or other matters herein released. Borrower and each of the Guarantors shall indemnify, defend and hold Lender and each of the other Released Parties harmless from and against any claims, liabilities, actions, causes of action, demands, injuries, costs, and expenses, (including, but not limited to, attorneys' fees), based upon or arising in connection with any such prior assignment or transfer, or any such purported assignment or transfer, or any claims or other matters released herein.

13. **Computations of Interest.** All computations of interest on all Loans and other amounts owing under the Note and any of the other Loan Documents shall be made on the actual number of days elapsed over a year of 360 days. Borrower and each of the Guarantors hereby acknowledges and agrees that (i) notwithstanding anything contained in any applicable Illinois statute to the contrary, interest accruing on all obligations owing to Lender shall be calculated on a period consisting of 360 days for each actual day elapsed, (ii) such computation method results in an actual effective rate of interest higher than the stated rate, and (iii) Borrower and each of the Guarantors has been advised of this fact and the parties have specifically contracted for and agreed to such calculation method for the computation of interest.

14. **Waiver of Class Actions.** All parties to this Second Forbearance Agreement agree that EACH PARTY HERETO MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, and not as a plaintiff or class representative or class member in any purported class or representative proceeding. Further, each party agrees that the court may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

15. **Costs.** Borrower and each of the Guarantors agrees to pay upon demand all of Lender's out-of-pocket expenses, including attorneys' fees, incurred in connection with the preparation, negotiation and/or recording of this Second Forbearance Agreement. Lender may pay someone else to help collect the Loan, and Borrower and each of the Guarantors will pay that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and legal expenses, whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower and each of the Guarantors also will pay any court costs, in addition to all other sums provided by law.

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16. **Jurisdiction, Jury Waiver.** This Second Forbearance Agreement has been delivered to Lender and accepted by Lender in the State of Illinois. If there is a lawsuit, under the Loan Documents, this Second Forbearance Agreement or any documents executed in connection herewith, each of the undersigned agrees upon Lender's request to submit to the jurisdiction of the courts of Cook County in the State of Illinois. **EACH OF THE PARTIES HERETO HEREBY WAIVES THE RIGHT TO ANY JURY TRIAL IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ANY PARTY HERETO AGAINST THE OTHERS.** This Second Forbearance Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

17. **Successors and Assigns.** All covenants and agreements contained by or on behalf of the parties hereto, as applicable, shall bind their respective successors and assigns and shall inure to the benefit of Lender, its successors and assigns. Borrower and each of the Guarantors shall not, however, have the right to assign its rights under this Second Forbearance Agreement or the Loan Documents or any interest therein, without the prior written consent of Lender.

18. **Counterparty.** This Second Forbearance Agreement may be executed by the parties hereto in any number of counterparts, each of which shall constitute an original document, and all of which when taken together shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the undersigned have caused this Second Forbearance Agreement to be executed and acknowledged as of the day and year first above written.

BORROWER:

3900 N. WASHTENAW, LLC,
an Illinois limited liability company

By: Robert S. Williams

Name: Robert S. Williams

Its: Manager

By: Michael J. Sreenan

Name: Michael J. Sreenan

Its: Manager

LENDER:

FIFTH THIRD BANK, an Ohio
banking corporation, successor by
merger with Fifth Third Bank, a
Michigan banking corporation

By: Andy Feierberg

Name: Andy Feierberg

Its: Vice President

GUARANTORS:

Robert S. Williams

ROBERT S. WILLIAMS

Michael J. Sreenan

MICHAEL J. SREENAN

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 **ROBERT S. WILLIAMS** and **MICHAEL J. SREENAN**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as the Managers of **3900 N. WASHTENAW, LLC**, an Illinois limited liability company, each appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this ___ day of December 2010.

Notary Public

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IN WITNESS WHEREOF, the undersigned have caused this Second Forbearance Agreement to be executed and acknowledged as of the day and year first above written.

BORROWER:

3900 N. WASHTENAW, LLC,
an Illinois limited liability company

By: *Robert S. Williams*
Name: Robert S. Williams
Its: Manager

By: *Michael J. Sreenan*
Name: Michael J. Sreenan
Its: Manager

LENDER:

FIFTH THIRD BANK, an Ohio
banking corporation, successor by
merger with Fifth Third Bank, a
Michigan banking corporation

By: _____
Name: Artur Feierberg
Its: Vice President

GUARANTORS:

Robert S. Williams
ROBERT S. WILLIAMS

Michael J. Sreenan
MICHAEL J. SREENAN

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 **ROBERT S. WILLIAMS** and **MICHAEL J. SREENAN**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as the Managers of **3900 N. WASHTENAW, LLC**, an Illinois limited liability company, each appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23 day of December 2010.

Max Ryan
Notary Public



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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 **ROBERT S. WILLIAMS**, 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, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23rd day of December 2010.

Marcia A. Clark

Notary Public

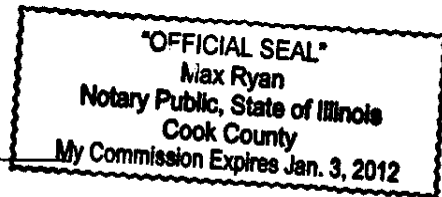
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **MICHAEL J. SREENAN**, 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, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23rd day of December 2010.

Max Ryan

Notary Public



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 **ARTUR FEIERBERG**, personally known to me to be a Vice President of **FIFTH THIRD BANK**, personally 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 Bank for the uses and purposes therein set forth.

Given under my hand and official seal, this ___ day of December 2010.

Notary Public

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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 **ROBERT S. WILLIAMS**, 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, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23rd day of December 2010.

Marcia A. Clark

Notary Public

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 **MICHAEL J. SREENAN**, 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, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

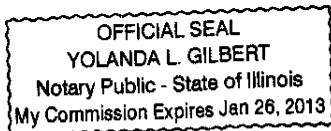
Given under my hand and official seal, this ___ day of December 2010.

Notary Public

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 **ARTUR FEIERBERG**, personally known to me to be a Vice President of **FIFTH THIRD BANK**, personally 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 Bank for the uses and purposes therein set forth.

Given under my hand and official seal, this 12 day of ~~December~~ ^{JANUARY 2011} 2010.



Yolanda L. Gilbert

Notary Public

UNOFFICIAL COPY**LEGAL DESCRIPTION****EXHIBIT A****PARCEL 1 (3935 N. WASHTENAW AVE.):**

THAT PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 24, AFORESAID; THENCE NORTH 89 DEGREES 19 MINUTES 27 SECONDS EAST, ALONG THE NORTH LINE THEREOF, 269.94 FEET TO THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 2 IN THE SUBDIVISION OF BLOCK 4 AND THAT PART OF BLOCK 5 LYING WEST AND NORTH OF THE CENTER LINE OF THE CHICAGO RIVER IN KINZIE'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 24, AFORESAID; THENCE SOUTH 01 DEGREE 31 MINUTES 40 SECONDS EAST, 50.00 FEET ALONG SAID NORTHERLY EXTENSION TO THE SOUTH LINE OF IRVING PARK ROAD; THENCE NORTH 89 DEGREES 19 MINUTES 27 SECONDS EAST, ALONG SAID SOUTH LINE, 509.13 FEET; THENCE SOUTH 28 DEGREES 04 MINUTES 33 SECONDS WEST, 261.61 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 61 DEGREES 57 MINUTES 56 SECONDS EAST, 74.78 FEET; THENCE SOUTH 28 DEGREES 02 MINUTES 04 SECONDS WEST, 20.33 FEET; THENCE NORTH 61 DEGREES 57 MINUTES 56 SECONDS WEST, 74.79 FEET; THENCE NORTH 28 DEGREES 04 SECONDS 33 SECONDS EAST, 20.33 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS FOR ACCESS, INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RIVER PARK NORTH HOMEOWNERS' ASSOCIATION RECORDED APRIL 28, 2005 AS DOCUMENT NO. 0511812274, THE FIRST AMENDMENT RECORDED JUNE 21, 2005 AS DOCUMENT NO. 0517234031, THE SECOND AMENDMENT RECORDED FEBRUARY 28, 2006 AS DOCUMENT NO. 0618831101 AND THE CORRECTION TO SECOND AMENDMENT RECORDED JULY 7, 2006 AS DOCUMENT NO. 0618831101.

Common Address: 3935 N. Washtenaw Avenue, Chicago, IL

PINS: 13-24-200-075-0000

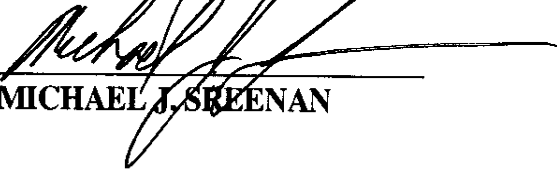
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GUARANTORS' ACKNOWLEDGEMENT

Each of the undersigned, having executed a Commercial Guaranty dated October 29, 2007 in favor of **FIFTH THIRD BANK**, an Ohio banking corporation, successor by merger with Fifth Third Bank, a Michigan banking corporation ("Lender") with respect to the indebtedness of 3900 N. WASHTEAW, LLC ("Borrower") hereby acknowledges that Borrower and Lender have entered into an Second Forbearance and Extension Agreement dated as of November 5, 2010, which extends the Maturity Date of the indebtedness of Borrower to Lender and changes the interest rate and terms of repayment of the Loan, and agrees that said Commercial Guaranty applies to said indebtedness as amended.

Dated as of November 5, 2010


ROBERT S. WILLIAMS


MICHAEL J. SHEENAN

