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This instrument prepared by
and please return to:

Polsinelli Shughart PC
161 North Clark, Suite 4200
Chicago, Illinois 60601
Attention: Jennifer L. Worstell, Esq.



Doc#: 1213818082 Fee: \$70.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 05/17/2012 04:37 PM Pg: 1 of 17

PARCEL NO. 1:

COMMONLY KNOWN AS: 4343 N. RAVENSWOOD, CHICAGO, ILLINOIS
P.I.N.: 14-18-403-002-0000

PARCEL NO. 2:

COMMONLY KNOWN AS: 4325 N. RAVENSWOOD, CHICAGO, ILLINOIS
P.I.N.: 14-18-403-003-0000

THIRD LOAN AMENDMENT AND MODIFICATION AND FORBEARANCE AGREEMENT

Now as of this 16th day of May, 2012, to be effective as of May 13, 2012, Fifth Third Bank, an Ohio banking corporation, successor by merger with Fifth Third Bank, a Michigan banking corporation (hereinafter "**Lender**"), Architectural Artifacts, Inc., an Illinois corporation ("**Architectural**"), After The Fact, LLC, an Illinois limited liability company ("**ATF**"), Ouroboros, LLC, an Illinois limited liability company ("**Ouroboros**"), Atrium Events, LLC, an Illinois limited liability company ("**Atrium**"), and Stuart. E. Grannen ("**Grannen**"), hereby enter into this Third Loan Amendment and Modification of Forbearance Agreement (hereinafter the "**Agreement**"). Architectural, ATF, Ouroboros, Atrium and Grannen are sometimes collectively referred to herein as the "**Borrower Parties.**" Borrower Parties and Lender are sometimes collectively referred to herein as the "**Parties.**"

RECITALS

A. Ouroboros is the fee simple owner of certain real estate commonly known as 4343 N. Ravenswood, Chicago, Illinois ("**Parcel No. 1**"). ATF is the current fee simple owner of certain real estate commonly known as 4325 N. Ravenswood, Chicago, Illinois ("**Parcel No. 2**"). As of May 13, 2005, Grannen owned fee simple title to Parcel No. 2, which was subsequently transferred to ATF as set forth in Recital D herein. Parcel No. 1 and Parcel No. 2 (collectively the "**Real Estate**") are legally described on Exhibit A attached hereto. Grannen is the President

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and Secretary of Architectural and is the Manager and sole Member of ATF, Atrium and Ouroboros.

B. On May 13, 2005, Ouroboros executed and delivered to Lender a Term Note in the amount of \$2,745,000.00 (the "**Ouroboros Note**"), which evidences a loan to Ouroboros in the amount of \$2,745,000.00 (the "**Ouroboros Loan**"), which is secured by the following documents and items (collectively the "**Ouroboros Security Documents**"):

1. a Credit Agreement;
2. a Mortgage, Security Agreement and Financing Statement executed by Ouroboros, which was recorded with the Cook County Recorder of Deeds on May 23, 2005 as Document No. 0514311426 and covers both parcels of the Real Estate;
3. a Mortgage, Security Agreement and Financing Statement executed by Grannen, which was recorded with the Cook County Recorder of Deeds on May 23, 2005 as Document No. 0514311427 and covers both parcels of the Real Estate;
4. an Assignment of Rents and Leases executed by Grannen, which was recorded with the Cook County Recorder of Deeds on May 23, 2005 as Document No. 0514311424 and covers both parcels of the Real Estate;
5. an Assignment of Rents and Leases executed by Ouroboros, which was recorded with the Cook County Recorder of Deeds on May 23, 2005 as Document No. 0514311425 and covers both parcels of the Real Estate;
6. a Continuing Guaranty Agreement executed by Grannen guarantying the repayment of the Ouroboros Note;
7. a Continuing Guaranty Agreement executed by ATF guarantying the repayment of the Ouroboros Note;
8. a Continuing Guaranty Agreement executed by Architectural guarantying the repayment of the Ouroboros Note;
9. a Continuing Guaranty Agreement executed by Atrium guarantying the repayment of the Ouroboros Note;
10. two (2) Environmental Release, Hold Harmless and Indemnity Agreements executed by Grannen, Architectural and Ouroboros;
11. a Standby and Subordination Agreement between Lender, Grannen and Ouroboros pursuant to which Grannen agreed to subordinate certain debt in the amount (as of that date) of \$305,000.00 owed to him by Architectural (the "**Subordinated Debt**") to any and all of Lender's current and future debt;
12. a Security Agreement covering the business assets of Architectural and executed by Architectural;

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13. two (2) Collateral Assignments of Insurance Policy covering the proceeds of MONY Life Insurance Company of America Policy Nos. 2LTOOO9549 and 2YRT005600 on the life of Grannen and executed by Grannen and MONY Life Insurance Company of America; and

14. two (2) Third Party Collateral Agreements executed by Grannen and Architectural pledging certain real and personal property owned by such parties to Lender.

C. Also on May 13, 2005, Architectural executed and delivered to Lender a Revolving Note in the amount of \$500,000.00 ("**2005 Architectural Revolving Note**") and a Term Note in the amount of \$300,000.00 ("**2005 Architectural Term Note**") both of which were replaced by corrected notes on April 7, 2006 (collectively the "**2005 Architectural Notes**"), which evidence a loan to Architectural in the aggregate amount of \$800,000.00 (the "**2005 Architectural Loan**"), which is secured by the following documents and items (collectively the "**2005 Architectural Security Documents**")

1. a Mortgage, Security Agreement and Financing Statement executed by Grannen, which was recorded with the Cook County Recorder of Deeds on May 23, 2005 as Document No. 0514311422 and covers both parcels of the Real Estate;

2. a Mortgage, Security Agreement and Financing Statement executed by Ouroboros, which was recorded with the Cook County Recorder of Deeds on May 23, 2005 as Document No. 0514311423 and covers both parcels of the Real Estate;

3. an Assignment of Rents and Leases executed by Ouroboros, which was recorded with the Cook County Recorder of Deeds on May 23, 2005 as Document No. 0514311428 and which was re-recorded as Document No. 0526905032 and covers both parcels of the Real Estate;

4. as Assignment of Rents and Leases executed by Grannen, which was recorded with the Cook County Recorder of Deeds on May 23, 2005 as Document No. 0514311421 and covers both parcels of the Real Estate;

5. an Assignment of Rents and Leases executed by Ouroboros, which was recorded with the Cook County Recorder of Deeds on May 23, 2005 as Document No. 0514311420 and covers both parcels of the Real Estate;

6. a Continuing Guaranty Agreement executed by Grannen guarantying the repayment of the 2005 Architectural Notes;

7. a Continuing Guaranty Agreement executed by Ouroboros guarantying the repayment of the 2005 Architectural Notes;

8. two (2) Environmental Release, Hold Harmless and Indemnity Agreements executed by Grannen, Architectural and Ouroboros;

9. a Standby and Subordination Agreement between Lender, Grannen and Ouroboros regarding the Subordinated Debt;

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10. a Security Agreement covering the business assets of Architectural and executed by Architectural;

11. a Security Agreement covering certain assets of Grannen described therein and executed by Grannen;

12. two (2) Collateral Assignments of Insurance Policy covering the proceeds of MONY Life Insurance Company of America Policy Nos. 2LTOOO9549 and 2YRT005600 on the life of Grannen, and executed by Grannen and MONY Life Insurance Company of America; and

13. two (2) Third Party Collateral Agreements executed by Grannen and Ouroboros pledging certain real and personal property owned by such parties to Lender.

D. On May 11, 2006, Grannen executed and recorded a Quit Claim Deed to "After The Fact, an Illinois limited liability company," conveying his interest in Parcel No. 2, which was recorded with the Cook County Recorder of Deeds as Document No. 0613145102. On May 12, 2006, Grannen executed and recorded a Quit Claim Deed to "After The Fact, LLC, an Illinois limited liability company," conveying his interest in Parcel No. 2, which was recorded with the Cook County Recorder of Deeds as Document No. 0613239024, for purposes of correcting the scrivener's error in omitting "LLC" in the May 11, 2006 deed.

E. On August 13, 2006, Architectural executed and delivered to Lender a Revolving Note in the amount of \$750,000.00 (the "**2006 Architectural Note**"), which increased and replaced the 2005 Architectural Revolving Note in its entirety. The 2006 Term Note has been paid in full. The 2006 Architectural Note evidences a revised loan in the amount of \$750,000.00 to Architectural ("**2006 Architectural Loan**") and is secured by the 2005 Architectural Security Documents and the following documents and items (collectively the "**2006 Architectural Security Documents**"):

1. a Mortgage, Security Agreement and Financing Statement executed by Grannen and covering Parcel No. 2, which was recorded with the Cook County Recorder of Deeds on August 22, 2006 as Document No. 0623440208, which secures the 2006 Architectural Note;

2. an Extension, Modification and Amendment covering Parcel No. 1, executed by Ouroboros and referencing the mortgage and assignment of rents described in Recitals C(2) and C(5), which secures the 2006 Architectural Note, and which was recorded with the Cook County Recorder of Deeds on August 22, 2006 as Document No. 0623440209;

3. a Continuing Guaranty Agreement executed by Grannen guarantying the payment of the 2006 Architectural Note;

4. a Continuing Guaranty Agreement executed by Atrium guarantying the payment of the 2006 Architectural Note;

5. a Continuing Guaranty Agreement executed by Atrium guarantying the repayment of the Ouroboros Note;

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6. a Continuing Guaranty Agreement executed by ATF guarantying the payment of the 2006 Architectural Note; and

7. a Continuing Guaranty Agreement executed by ATF guarantying the repayment of the Ouroboros Note.

F. On October 5, 2007, Ouroboros executed and delivered to Lender a document entitled "Extension, Modification and Amendment" referencing the mortgage and assignment of rents described in Recitals B(5) and C(2), which was recorded with the Cook County Recorder of Deeds on October 5, 2007 as Document No. 0727855103 and which covers Parcel No. 1 (the "**2007 Extension Agreement**"). Pursuant thereto, Architectural executed and delivered to Lender a Revolving Note in the amount of \$750,000.00 ("**Revised 2006 Architectural Note**"), which replaced the 2006 Architectural Note in its entirety and which evidences the 2006 Architectural Loan.

G. On October 13, 2009, Architectural executed and delivered to Lender a Term Note in the amount of \$750,000.00 (the "**Second Revised 2006 Architectural Note**"), which evidences the 2006 Architectural Loan and replaced the Revised 2006 Architectural Note in its entirety. The Second Revised 2006 Architectural Note converted the 2006 Architectural Loan from a revolving credit facility to a term credit facility.

H. Previously, Lender has also entered into an Automated Clearing House credit facility with Architectural for purposes of clearing credit transactions and with a risk limit up to the amount of \$50,000.00 (the "**ACH Credit Facility**"), which ACH Credit Facility was evidenced by certain loan and security documents between Architectural and Lender.

I. On June 4, 2010, to be effective as of May 13, 2010, Borrower Parties and Lender entered into a Loan Modification, Forbearance, Cross-Collateralization and Cross-Default Agreement (the "**Original Forbearance Agreement**"), which set forth that Borrower Parties were in default of the Loans (as hereafter defined) and the Loan Documents (as hereafter defined) because as of December 31, 2009, the Fixed Charge Coverage Ratio (as defined in the Loan Documents) of Architectural and Atrium on a combined basis was less than 1.2 to 1.0 (the "**Original Existing Default**"). As a consequence of the Original Existing Default, and pursuant to the Loan Documents, the Parties agreed in the Original Forbearance Agreement that Lender was entitled to accelerate the Loans. The Original Forbearance Agreement also modified certain other terms of the Loans as set forth therein. The Original Forbearance Agreement was recorded with the Cook County Recorder of Deeds on September 15, 2010 as Document No. 1025831025. Concurrently and in connection with the Original Forbearance Agreement, Borrower Parties executed and delivered to Lender the following documents and items of a collateral, security and evidentiary nature (collectively the "**Original Forbearance Agreement Documents**"):

1. a Promissory Note in the amount of \$708,000.00 executed by each of the entity Borrower Parties ("**Note A**"), which replaces the Second Revised 2006 Architectural Note in its entirety;

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2. a Promissory Note in the amount of \$2,355,844.59 executed by each of the entity Borrower Parties ("**Note B**"), which replaces the Ouroboros Note in its entirety, and which evidences the loan to the entity Borrower Parties in the amount of \$2,355,844.59 ("**Loan B**");
 3. a Revised and Restated Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Financing Statement executed by ATF and Ouroboros and covering both parcels of the Real Estate (the "**2010 Mortgage**"), which 2010 Mortgage was recorded with the Cook County Recorder of Deeds on September 15, 2010 as Document No. 1025831024;
 4. a Guaranty of Notes, Mortgage, Loan Modification, Forbearance, Cross-Collateralization and Cross-Default Agreement and Other Undertakings executed by Grannen (the "**2010 Guaranty**");
 5. an Environmental, ADA and ERISA Indemnification Agreement regarding the Real Estate executed by Borrower Parties;
 6. a Pledge and Security Agreement covering the antique inventory holdings of Grannen (collectively the "**Antique Inventory**") executed by Grannen;
 7. a Pledge and Security Agreement covering the business and operating assets, including accounts receivable and any Antique Inventory, of Architectural, executed by Architectural;
 8. a Pledge and Security Agreement covering the business and operating assets and accounts receivable of Atrium, executed by Atrium;
 9. UCC Financing Statements covering the personal property located on the Real Estate, the business and operating assets and Antique Inventory owned Architectural, the Antique Inventory of Grannen and the business and operating assets and accounts receivable owned by Atrium (such assets being sometimes collectively referred to herein as the "**Business Assets**"), along with a related UCC Authorization executed by Borrower Parties, which UCC Financing Statements were filed with the Secretary of State of Illinois on June 9, 2010 as Filing Nos. 15343001, 15342994, 15342978 and 15342951;
 10. a General Release executed by Borrower Parties;
 11. Organizational Documents of Architectural, Atrium, Ouroboros and ATF as are described in the Original Forbearance Agreement;
 12. a Certification of No Property Manager for the Real Estate; and
 13. such other documents and items as were required by Lender in connection with the Original Forbearance Agreement.
- J. On May 26, 2011, to be effective as of May 13, 2011, Borrower Parties and Lender entered into a Second Loan Modification, Forbearance, Cross-Collateralization and

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Cross-Default Agreement (the “**Second Modification**”), which set forth that Borrower Parties continued to be in default of the Loans (as hereafter defined) and the Loan Documents (as hereafter defined) due to the fact that: (1) the Original Existing Default continued to the date of the Second Modification and remained uncured, (2) as of December 31, 2010, the Fixed Charge Coverage Ratio of Architectural and Atrium on a combined basis was 1.03 to 1.0, which was less than, and not in compliance with, the required Fixed Charge Coverage Ratio of 1.2 to 1.0, and (3) Note A and Note B matured on May 13, 2011 and were not repaid (collectively the “**Additional Existing Defaults**”). Pursuant to the Second Modification, the Parties agreed to extend the maturity date of Note A until December 13, 2011, and extend the maturity date of Note B until May 13, 2012, among other agreements detailed in the Second Modification, and including that Note A and Note B were cross-collateralized and cross-defaulted. The Second Modification was recorded with the Cook County Recorder of Deeds on June 15, 2011 as Document No. 1116615001.

K. The Ouroboros Note, Ouroboros Security Documents, the 2005 Architectural Notes, the 2005 Architectural Security Documents, the 2006 Architectural Note, the 2006 Architectural Security Documents, the Revised 2006 Architectural Note, the 2007 Extension Agreement, the Second Revised 2006 Architectural Note, the Original Forbearance Agreement Documents, including but not limited to the Original Forbearance Agreement, 2010 Mortgage, Note A, Note B, the 2010 Guaranty, the Second Modification and all other documents otherwise evidencing and securing the credit facilities described herein, including the ACH Credit Facility (collectively the “**Loans**”), and all documents executed in connection therewith and including this Agreement and the documents described in Section 5 below, are collectively referred to herein as the “**Loan Documents**.” The Ouroboros Note, 2005 Architectural Notes, 2006 Architectural Note, Revised 2006 Architectural Note, Second Revised 2006 Architectural Note, Note A and Note B (as revised hereby) are collectively referred to as the “**Notes**.”

L. The Parties hereby acknowledge and agree that Note A was repaid in its entirety on October 28, 2011, and that the ACH Credit Facility has been terminated.

M. As a result of the Original Existing Default and the Additional Existing Defaults, which continue to the date of this Agreement and remain uncured, Borrower Parties are and continue to be in default of their obligations to Lender under and relating to the Loan Documents. As a consequence of the Original Existing Default and the Additional Existing Defaults, and pursuant to the Loan Documents, the Parties hereby acknowledge and agree that Lender has full rights thereunder to accelerate Loan B.

N. The Original Existing Default and the Additional Existing Defaults continue to the date of this Agreement and remain uncured. In addition, Borrower Parties are in default of the Loan B and the Loan Documents because: (1) as of December 31, 2011, the Fixed Charge Coverage Ratio (as defined in the Notes and in Section 6(c) of the Original Forbearance Agreement) of Architectural and Atrium on a combined basis continued to be less than, and not in compliance with, the required Fixed Charge Coverage Ratio of 1.2 to 1.0, and (2) Note B matured on May 13, 2011 and has not been repaid (collectively the “**Third Modification Existing Defaults**”). As a result of the Original Existing Default, which continues to the date of this Agreement and remains uncured, the Additional Existing Defaults, which continue to the date of this Agreement and remain uncured, and the Third Modification Existing Defaults, which

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continue to the date of this Agreement and remain uncured, Borrower Parties are and continue to be in default of their obligations to Lender under and relating to the Loan Documents. As a consequence of the Original Existing Default, the Additional Existing Defaults and the Third Modification Existing Defaults, and pursuant to the Loan Documents, the Parties hereto hereby acknowledge and agree that Lender may accelerate Loan B.

O. As of May 13, 2012, the outstanding balance of Loan B is \$2,159,784.06.

P. Borrower Parties have requested, notwithstanding the Original Existing Default, the Additional Existing Defaults and the Third Modification Existing Defaults (collectively the "**Existing Defaults**"), that Lender continue to forbear from exercising its rights and remedies under the Loan Documents and to modify the terms of the Original Forbearance Agreement, the Second Modification and the other Loan Documents, including but not limited to adjusting the monthly payments due and owing on Note B, and extending the maturity date of Note B until November 13, 2012. Lender is agreeable to these requests subject to the covenants, conditions, and restrictions contained herein, including but not limited to Borrower Parties' agreement to: (1) reaffirm Lender's security interests in the Collateral (as described herein), (2) reaffirm that Note B is secured by each and every parcel of the Real Estate and the Loan Documents, the Antique Inventory and the Business Assets described herein (collectively the "**Collateral**"), and all other documents executed in connection herewith as described in Section 4 hereof, (3) execute this Agreement, and (4) agree to such other covenants, terms and provisions of Loan B as are set forth hereinbelow.

NOW, THEREFORE, in consideration of good and valuable consideration, the Parties hereby agree as follows:

1. Existing Defaults. **Borrower Parties hereby acknowledge and agree that the Existing Defaults have occurred, have not been cured, and continue to exist as of the date of this Agreement. The occurrence and continuing existence of the Existing Defaults authorizes Lender to exercise the rights and remedies provided for in the Loan Documents and under applicable law.**

2. Loan B Secured by All Collateral. Borrower Parties hereby agree that Loan B, as evidenced by Note B (as hereby revised), and all indebtedness due under Note B and the Loan Documents, continues to be fully collateralized and secured by all of the Collateral. Lender may, in its sole and absolute discretion, elect to enforce such remedies as are available to it against the Collateral under the terms of any or all of the Loan Documents in repayment of Note B. Borrower Parties hereby grant a security interest in, and assign, mortgage and pledge to Lender each and every item of the Collateral as collateral security for the repayment of Note B and the performance of the covenants and agreements under all of the Loan Documents.

3. Extension of Maturity Date of Note B; Modification of Monthly Payment on Note B. Subparagraphs (a) and (b) of Note B are hereby replaced in their entirety as follows:

"(a) On June 13, 2012, and continuing on the thirteenth day of each succeeding month to and including the Maturity Date (as hereafter defined), there shall be paid on account of this Note a principal payment in the amount of \$13,893.55 plus interest on the outstanding

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principal balance hereunder at the Prime Rate (as hereafter defined) plus two and one-quarter (2.25%) percent per annum, based on a year having three hundred sixty (360) days. The term "**Prime Rate**" shall mean the prime rate of interest established from time to time by Fifth Third Bank at its principal office as its "Prime Rate," whether or not Fifth Third Bank shall at times lend to borrowers at lower rates of interest or, if there is no such Prime Rate, than such other rate as may be substituted by Fifth Third Bank for the Prime Rate. Borrowers acknowledge that they are advised that said rate is not necessarily Bank's lowest or most favorable lending rate.

(b) On November 13, 2012 ("Maturity Date"), the principal balance together with all accrued interest and all other amounts due hereunder shall be paid."

All other terms and provisions of Note B remain unchanged except by the terms of this Agreement. The Loan Documents are hereby modified and amended to secure Note B as hereby revised. Any and all references to the "Notes" in the Loan Documents are modified and amended to include Note B as hereby revised. All amounts presently outstanding on the Note B shall be deemed outstanding hereunder. All interest charged on and all payments made Note B previously are unchanged, and all references to the "Notes" in the Loan Documents are modified to refer to Note B as hereby revised.

4. Effectiveness of this Agreement. This Agreement shall be effective upon Lender's receipt of this Agreement executed by the Parties hereto and the following documents and items:

- (a) a dateddown endorsement to Lender's loan title insurance policy insuring the 2010 Mortgage, which covers the recording date of this Agreement and shows no exceptions to title other than those set forth on the original policy and previously approved by Lender;
- (b) UCC, tax and judgment searches of Borrower Parties, as required by Lender;
- (c) an updated rent roll for the Real Estate and certified copies of any new commercial leases entered into regarding the Real Estate since May 13, 2011;
- (d) Organizational Documents of Architectural as follows:
 - (i) Corporate Resolution; and
 - (ii) Certificate of Good Standing (to be obtained by Lender);
- (e) Organizational Documents of Atrium as follows:
 - (i) Borrowing Resolution; and
 - (ii) Certificate of Good Standing (to be obtained by Lender);
- (f) Organizational Documents of Ouroboros as follows:
 - (i) Borrowing Resolution; and
 - (ii) Certificate of Good Standing (to be obtained by Lender);
- (g) Organizational Documents of ATF as follows:

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- (i) Borrowing Resolution/Incumbency Certificate; and
 - (ii) Certificate of Good Standing (to be obtained by Lender);
- (h) such financial due diligence information as is required by Lender regarding Borrowers and Guarantor;
- (i) such due diligence information as is required by Lender regarding the ongoing environmental remediation on the Real Estate (as further described in the Original Forbearance Agreement and in Section 10 hereof);
- (j) Lender's loan settlement statement showing payment of Lender's expenses; and
- (k) such other documents and items as are requested by Lender or its counsel in connection with this Agreement.

5. Real Estate Tax Reserve. Lender has previously established a real estate tax escrow (the "**Tax Escrow**") for the payment of property taxes on the Real Estate, which Tax Escrow has a balance as of the date hereof in the amount of \$3,540.19. Borrower Parties will continue to deposit with Lender, concurrently with and in addition to the monthly payments on Note B described in Section 3 above, the additional amount of \$7,610.00 per month to fund the Tax Escrow. Lender shall debit the Tax Escrow to pay the property taxes on the Real Estate to the extent of the Tax Escrow. Borrower Parties shall replenish the Tax Escrow from time to time and in such amounts as are requested by Lender, in Lender's sole and exclusive discretion. In the event the Tax Escrow is depleted and Lender does not require Borrower Parties to replenish the Tax Escrow, Borrower Parties shall pay all property taxes on the Real Estate from their own funds.

6. Financial and Performance Covenants. Borrower Parties hereby acknowledge and agree that the covenants described in the Loan Documents, including Note B, as modified by the Original Forbearance Agreement and the Second Modification, remain unchanged and are in full force and effect, and Borrower Parties hereby acknowledge and agree that their failure to comply with such covenants is and will continue to be (in the case of the Existing Defaults) events of default of the Loan Documents.

7. Subordinated Debt. It is a condition of this Agreement that Borrower Parties agree that the Subordinated Debt remains is fully subordinated to Loan B as described herein. The Parties hereto hereby acknowledge and agree that the outstanding amount of the Subordinated Debt is \$699,358.00. Borrower Parties hereby acknowledge, covenant and agree that no principal or interest or any other amount may be paid on the Subordinated Debt during the term of Loan B as hereby revised.

8. Financial Reporting. Architectural and Atrium hereby acknowledge and agree that they are required to continue to provide monthly consolidated financial statements to Lender, and any other such financial reporting information as is requested by Lender and set forth herein and

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in the Original Forbearance Agreement, the Second Modification and Note B as hereby revised, in Lender's sole discretion.

9. Environmental Remediation. Borrower Parties and Lender acknowledge and agree that there is and continues to be an environmental remediation corrective action plan in place affecting the Real Estate, which has been consented to by the Illinois Environmental Protection Agency (the "IEPA"). Borrower Parties and Lender further acknowledge and agree that Borrower Parties have established an account with Lender (the "**Environmental Account**") in the amount of \$30,000.00, which funds were credited to Borrower Parties by the seller of the Real Estate to be used for the costs of the environmental remediation thereon. Borrower Parties hereby acknowledge and agree that they have hired an environmental consultant for the purposes of: (a) evaluating the obligations of the seller of the Real Estate regarding environmental remediation under the original sale contract therefor, (b) providing Lender with a detailed written assessment of the environmental remediation efforts on the Real Estate to date, and (c) providing Lender, in writing, with the estimated time and costs to complete such remediation and obtain a "No Further Remediation" letter from the IEPA. Borrower Parties hereby covenant and agree that in the event that Note B is not repaid in full by the Maturity Date set forth in Section 3 hereof, Borrower Parties authorize Lender to immediately withdraw and use the proceeds of the Environmental Account to hire a consultant to remediate the environmental issues on the Real Estate pursuant to the environmental remediation corrective action plan, and to obtain a "No Further Remediation" letter from the IEPA.

10. Amended Loan Documents. This Agreement shall constitute an amendment of the Loan Documents, and wherever in said instruments or in any other document or instrument reference is made to the Loan Documents aforesaid, such reference shall be deemed a reference to such Loan Documents as hereby modified and amended. All other provisions of the Loan Documents remain unchanged. Nothing herein contained shall in any manner affect the lien or priority of the Loan Documents, or the covenants, conditions and agreements therein contained or contained in Note B as hereby revised.

11. Releases. As an inducement to Lender to enter in this Agreement, Borrower Parties hereby acknowledge and agree that:

(a) Lender has fully performed all of its obligations under the Loan Documents recited herein and otherwise between the parties hereto;

(b) Borrower Parties waive and affirmatively agree not to allege, assert or otherwise pursue any claim, defense, affirmative defense, counterclaim, cause of action, setoff or other right which they may have, or claim to have, as of the date hereof, against Lender, whether known or unknown, including, but not limited to, any contest of:

(i) the existence and materiality of any Existing Default stated herein;

(ii) the enforceability, applicability or validity of any provision of any of the Loan Documents, except as modified by this Agreement, or the enforcement or validity of the terms and provisions of this Agreement;

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(iii) the right of Lender to demand immediate payment and performance of the obligations of Borrower Parties pursuant to any of the Loan Documents, the Original Forbearance Agreement, the Second Modification or this Agreement;

(iv) the existence, validity, enforceability or perfection of security interests granted to Lender in any of the collateral securing any of the obligations under the Loan Documents, the Original Forbearance Agreement, the Second Modification or this Agreement, whether real or personal property, tangible or intangible, or any right or other interest, now or hereafter arising;

(v) the conduct of Lender in administering the financial arrangements between Lender and Borrower Parties under any of the Loan Documents, the Original Forbearance Agreement, the Second Modification or this Agreement; and

(vi) any legal fees and expenses incurred by Lender and charged to Borrower Parties pursuant to the Original Forbearance Agreement, the Second Modification, this Agreement or any of the Loan Documents.

12. Effective Date. This Agreement shall be effective upon Lender's receipt of this Agreement executed by the parties hereto and the documents and items required herein.

13. Modification; Priority. This Agreement shall constitute an amendment of the Loan Documents and wherever in said instruments or in any other instrument evidencing or securing the indebtedness evidenced by Note B reference is made to the Loan Documents aforesaid, such reference shall be deemed a reference to such Loan Documents as hereby modified and amended. All other provisions of the Loan Documents remain unchanged. Nothing herein contained shall in any manner affect the lien or priority of the Mortgages, including the 2010 Mortgage, and the other Loan Documents as revised by this Agreement, or the covenants, conditions and agreements therein contained or contained in Note B.

14. Conflict. In the event of conflict between any of the provisions of the Loan Documents and this instrument, the provisions of this instrument shall override and control.

15. Representations and Warranties. Borrower Parties do hereby renew, remake and affirm the representations and warranties contained in the Loan Documents.

16. Expenses. Borrower Parties hereby agree to pay Lender's expenses arising out of and in connection with this Agreement including, but not limited to, reasonable attorneys' fees, title insurance premiums and recording fees.

17. Guarantor Liability. Borrower Parties, in their capacities as guarantors of certain of the Loans, including Grannen as signatory of the 2010 Guaranty as described herein and as hereby revised, hereby expressly acknowledge and confirm that by executing this Agreement, Lender has not waived, altered or modified Lender's rights under any of the Loan Documents to amend, extend, renew or modify or otherwise deal with the obligations of the parties hereto or any of the security given to Lender in connection therewith without the consent of such parties and without such action releasing, modifying, or affecting the obligations of such parties or affecting the security heretofore granted to Lender. Borrower Parties, in their capacities as

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guarantors of certain of the Loans and including Grannen as signatory of the 2010 Guaranty, acknowledge and agree that each of such guaranties are hereby amended by the terms of this Agreement and remain in full force and effect and that the 2010 Guaranty is also in full force and effect and guaranties the full amount of Loan B.

18. **JURY WAIVER.** BORROWER PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY THE RIGHT THEY MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE NOTES, INCLUDING NOTE B HAS HEREBY REVISED, THIS AGREEMENT, THE ORIGINAL FORBEARANCE AGREEMENT, THE SECOND MODIFICATION, THE LOAN DOCUMENTS, OR ANY OF THE DOCUMENTS EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith OR ANY COURSE OF CONDUCT OR COURSE OF DEALING, IN WHICH LENDER AND BORROWER PARTIES ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER IN GRANTING ANY FINANCIAL ACCOMMODATION TO BORROWER PARTIES OR ANY OF THEM.

19. **JURISDICTION.** BORROWER PARTIES HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY STATE COURT SITTING IN COOK COUNTY, ILLINOIS OR ANY FEDERAL COURT SITTING IN CHICAGO, ILLINOIS OVER ANY ACTION OR PROCEEDING BASED HEREON, AND BORROWER PARTIES HEREBY IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH STATE OR FEDERAL COURT. BORROWER PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT THEY MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. BORROWER PARTIES IRREVOCABLY CONSENT TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS TO BORROWER PARTIES AT THEIR ADDRESSES AS SPECIFIED HEREIN OR OTHERWISE IN THE RECORDS OF LENDER. BORROWER PARTIES AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING, AFTER ALL APPEAL RIGHTS ARE EXHAUSTED, SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

BORROWER PARTIES AGREE NOT TO INSTITUTE ANY LEGAL ACTION OR PROCEEDING AGAINST LENDER OR THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR PROPERTY THEREOF, IN ANY COURT OTHER THAN THE ONE HEREINABOVE SPECIFIED. NOTHING IN THIS SECTION SHALL AFFECT THE RIGHT OF LENDER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR AFFECT THE RIGHT OF LENDER TO BRING ANY ACTION OR PROCEEDING AGAINST BORROWER PARTIES OR THEIR PROPERTY IN THE COURTS OF ANY OTHER JURISDICTIONS; PROVIDED, HOWEVER, UNLESS LENDER IS REQUIRED BY LAW TO INSTITUTE

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PROCEEDINGS IN ANY OTHER JURISDICTION, LENDER SHALL FIRST INSTITUTE PROCEEDINGS IN A STATE COURT SITTING IN COOK COUNTY, ILLINOIS OR ANY FEDERAL COURT SITTING IN CHICAGO, ILLINOIS.

20. U.S.A. Patriot Act. Borrower Parties warrant to Lender that neither Borrower Parties nor any affiliate are identified in any list of known or suspected terrorists published by an United States government agency (collectively, as such lists may be amended or supplemented from time to time, referred to as the “**Blocked Persons Lists**”) including, without limitation, (a) the annex to Executive Order 13224 issued on September 23, 2001, and (b) the Specially Designated Nationals List published by the Office of Foreign Assets Control.

Borrower Parties covenant to Lender that if they become aware that they or any affiliate are identified on any Blocked Persons List, Borrower Parties shall immediately notify Lender in writing of such information. Borrower Parties further agree that in the event they or any affiliate are at any time identified on any Blocked Persons List, such event shall be an event of default (as described in the Loan Documents), and shall entitle Lender to exercise any and all remedies provided in any Loan Document or otherwise permitted by law. In addition, Lender may immediately contact the Office of Foreign Assets Control and any other government agency Lender deems appropriate in order to comply with its obligations under any law, regulation, order or decree regulating or relating to terrorism and international money laundering. Upon the occurrence of such Event of Default, Lender will forbear enforcement of its rights and remedies during such time as: (1) the person (“**Person**”) identified in a Blocked Persons List is contesting in good faith by appropriate legal proceeding; such Person’s inclusion in a Blocked Persons List, and (2) Lender determines, in its sole and absolute discretion, that such forbearance will not adversely affect title to, the condition or value of, or any lien in favor of Lender and encumbering, any part of the Premises (as defined in the Mortgages) or otherwise adversely impact the ability of any Person to perform such Person’s obligations under or with respect to any Loan Documents.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on May 16, 2012, to be effective as of May 13, 2012.

LENDER:

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

By: [Signature]
Its ASST. VICE PRESIDENT

BORROWERS:

Architectural Artifacts, Inc., an Illinois corporation

By: [Signature]
Stuart E. Grannen, President

Attest: [Signature]
Stuart E. Grannen, Secretary

GRANNEN:

[Signature]
Stuart E. Grannen, individually

Ouroboros, LLC, an Illinois limited liability company

By: [Signature]
Stuart E. Grannen, Manager

After The Fact, LLC, an Illinois limited liability company

By: [Signature]
Stuart E. Grannen, Manager

Atrium Events, LLC, an Illinois limited liability company

By: [Signature]
Stuart E. Grannen, Manager

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STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

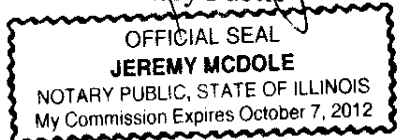
The undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that DOLINDA GOLB, Asst V.P. of Fifth Third Bank, an Ohio banking corporation, successor by merger with Fifth Third Bank, a Michigan banking corporation, personally known to me to be the same person whose name 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 and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal May 16, 2012.

[Handwritten Signature]

Notary Public

STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)



The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Stuart E. Grannen, individually and as President and Secretary of Architectural Artifacts, Inc., an Illinois corporation, and as Manager of Ouroboros, LLC, an Illinois limited liability company, After The Fact, LLC, an Illinois limited liability company, and Atrium Events, LLC, an Illinois limited liability company, 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 and as the free and voluntary act of said corporation and limited liability companies, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal May 16, 2012.

[Handwritten Signature]

Notary Public



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EXHIBIT A LEGAL DESCRIPTION

PARCEL NO. 1:

LOTS 20 AND 21 IN BLOCK 24 IN RAVENSWOOD, BEING A SUBDIVISION IN SECTIONS 17 AND 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN

COMMONLY KNOWN AS: 4343 N. RAVENSWOOD, CHICAGO, ILLINOIS
P.I.N.: 14-18-403-002-0000

PARCEL NO. 2

LOTS 18 AND 19 IN BLOCK 24 IN RAVENSWOOD, BEING A SUBDIVISION IN SECTIONS 17 AND 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN

COMMONLY KNOWN AS: 4325 N. RAVENSWOOD, CHICAGO, ILLINOIS
P.I.N.: 14-18-403-003-0000

Property of Cook County Clerk's Office