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CEDRIC GILES  
COOK COUNTY CLERK'S OFFICE  
Date 7/8/2024 11:38 AM Pg: 1 of 23

This document prepared by  
and after recording return to:

Abdul Halani  
4404 Hammersmith Lane  
Glenview, IL 60026

**Property Address:**  
12442 S. May Street  
Calumet Park, IL 60827

PIN: 25-29-409-019-0000

(The Above Space for Recorder's Use Only)

## ASSIGNMENT OF RENTS AND LEASES

**THIS ASSIGNMENT OF RENTS AND LEASES** (hereinafter, this "Assignment") is made effective as of the **28th day of June, 2024**, by **K&L Investors 2 LLC, an Illinois Limited Liability Company** (referred to herein as the "Borrower") with an the address of **1414 N. 45<sup>th</sup> Place, Melrose Park, IL 60160** to **Abdul Halani ("Lender")**, whose address is **4404 Hammersmith Lane, Glenview, IL 60026**.

## RECITALS

**WHEREAS**, Borrower, has executed and delivered to Lender a Secured Promissory Note dated as of even date herewith (together with all renewals, amendments, supplements, restatements, extensions and modifications thereof and thereto; the "Note"), wherein Borrower promises to pay to the order of Lender the principal amount of **One Hundred and Forty Thousand No/100 Dollars (\$140,000.00)** in repayment of a loan in like amount (the "Loan"), together with interest thereon, at the rate of interest and otherwise as set forth in the Note, which Note is due and payable on or before the Maturity Date (as defined in the Note); and

**WHEREAS**, as security for the repayment of the Loan, in addition to this Assignment, there has been executed and delivered to Lender by Borrower a Mortgage (together with all renewals, amendments, supplements, restatements, extensions, and modifications thereof and thereto, the "Mortgage") dated as of even date herewith from Borrower to Lender, granting to Lender a first lien on the real estate described in **Exhibit A** attached herein and hereby made a part hereof (the "Premises"), as well as certain other loan documents from the Borrower (the Note, the Mortgage, this Assignment, and all other documents or instruments given as security for repayment of or additional evidence of the Loan from the Borrower, whether now or hereafter existing, and all renewals, amendments, supplements, restatements, modifications thereof and thereto are hereinafter referred to collectively as the "Loan Documents"); and

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**WHEREAS**, as security for the repayment of the Loan, in addition to the other Loan Documents, Lender requires that Borrower execute and deliver to Lender this Assignment.

**WHEREAS**, Borrower warrants and represents that:

**Ownership.** Borrower is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

**Right to Assign.** Borrower has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

**No Prior Assignment.** Borrower has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

**No Further Transfer.** Borrower will not sell, assign, encumber, or otherwise dispose of any of Borrower's rights in the Rents except as provided in this Assignment.

## I THE GRANT

**NOW, THEREFORE**, as further security for the repayment of the Loan and consideration of the matters recited hereinabove, Borrower does, hereby sell, assign and transfer to Lender all of Borrower's right, title and interest in, to and under, together with all rents, issues, deposits and profits now due and which may hereinafter become due, under or by reason of any lease or any letting of, or any agreement for the use, sale, or occupancy of the Premises or any portion thereof (whether written or verbal) which may have been heretofore or may hereafter be made or agreed to or which may be made or agreed to by Lender under the powers herein granted, including without limitation sale contracts, escrow and other agreements, it being Borrower's intention hereby to establish an absolute transfer and assignment of all such leases, contracts and agreements pertaining thereto (such leases, contracts and agreements being collectively referred to hereinbelow as "agreements" and any such individual lease, contract, escrow or other agreement being referred to hereinbelow as an "agreement"), and all the avails thereof, to Lender; and

Borrower does hereby irrevocably appoint **Abdul Halani**, and its true and lawful attorney in its name and stead subject to the limitations set forth in **Paragraph 3.1** hereof (with or without taking possession of the Premises) to rent, lease, let or sell all or any portion of the Premises to any party or parties at such price and upon such terms as Lender in its sole discretion may determine, and to collect all of such rents, issues, deposits, profits and avails now due or that may hereafter become due under any and all of such agreements or other tenancies now or hereafter existing on the Premises, with the same rights and powers and subject to the same immunities, exoneration of liability, and rights of recourse and indemnity as Lender would have upon taking possession of the Premises pursuant to the provisions set forth hereinbelow.

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This Assignment confers upon Lender a power coupled with an interest and it cannot be revoked by Borrower.

## II GENERAL AGREEMENTS

**2.1 Available Rents.** Borrower represents and agrees that it will not accept rent for right of future possession paid by any person in possession of any portion of the Premises in excess of two installments thereof paid in advance and that no payment of rents to become due for any portion of the Premises has been or will be waived, conceded, released, reduced, discounted, or otherwise discharged or compromised by Borrower which would have a material adverse effect on the Loan without the prior written consent of Lender, not to be unreasonably withheld or delayed. Borrower waives any right of set-off against any person in possession of any portion of the Premises. Borrower agrees that it will not assign any of such rents, issues, profits, deposits or avails, except to a purchaser or grantee of the Premises.

**2.2 License to Collect Rents.** Until a Default (as defined in the Mortgage) has occurred and is continuing, Borrower shall have a license to collect all rentals and other income due with respect to the Premises which license may be terminated by Lender after a Default has occurred and Lender elects to exercise its rights pursuant to Section 4.1 of this Assignment.

**2.3 Management of Premises.** At all times while Lender is not in actual possession of the Premises, Borrower shall manage the Premises, or cause the Premises to be managed, in accordance with sound business practices.

**2.4 Future Assignments.** Borrower further agrees to assign and transfer to Lender all future leases and agreements pertaining to all or any portion of the Premises and to execute and deliver to Lender, immediately upon demand of Lender, all such further assurances and assignments pertaining to the Premises as Lender may from time to time require.

**2.5 Performance of Lease Obligations.** Borrower shall, at its own cost: (i) at all times perform and observe all of the material covenants, conditions and agreements of the lessor under the terms of any or all leases or similar agreements affecting all or any part of the Premises; (ii) at all times enforce and secure the performance and observance of all of the material covenants, conditions and agreements of the lessees under the terms of any or all of said leases or other agreements; (iii) appear in and defend any action or other proceeding arising out of or in any manner connected with said leases and other agreements, and to pay any and all costs of Lender incurred by reason of or in connection with said proceedings, including reasonable attorneys' fees and court costs, and (iv) promptly furnish Lender with copies of any notices of default either sent or received by Borrower under the terms of or pursuant to any of said leases or other agreements.

**2.6 Tenant Certificates.** Borrower further agrees to furnish Lender, within ten (10) days of Lender's request, with a written statement containing the names, spaces

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and rentals of all lessees of the Premises or any part thereof, and to exercise, within ten (10) days of Lender's request, any rights of Borrower to demand from any lessee a certificate regarding the status of said lessee's lease as may be required to be given by such lessee pursuant to its lease.

## **III DEFAULTS AND REMEDIES**

**3.1 Exercise of Rights.** Although it is the intention of Borrower and Lender that this Assignment be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Lender shall not exercise any of the rights and powers conferred upon it herein unless and until a "Default" (as defined in the Mortgage) has occurred in the payment of interest or principal due under the Note or in the performance or observance of any of the other provisions of the Note, the Mortgage, this Assignment or any of the other Loan Documents and such Default has not been cured within any applicable notice or cure period; provided, however, that nothing contained herein shall be deemed to affect or impair any rights Lender may have under the Note or any of the other Loan Documents.

**3.2 Application of Rents.** Lender, in the exercise of the rights and powers conferred upon it herein, shall have full power to use and apply the rents, issues, deposits, profits and avails of the Premises to the payment of or on account of the following, in such order as Lender may in its sole discretion determine:

- (a) operating expenses of the Premises (including without limitation all costs of management, sale and leasing thereof, which shall include reasonable compensation to Lender and its agents, if management be delegated thereto, reasonable attorneys' fees and costs, and lease or sale commissions and other compensation and expenses of seeking and procuring tenants or purchasers and entering into leases or sales), establishing any claims for damages, and premiums on Insurance authorized hereinabove;
- (b) taxes, special assessments, water and sewer charges on the Premises now or that may hereafter become due;
- (c) any and all repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Premises;
- (d) any indebtedness secured by the Mortgage, or any deficiency that may result from any foreclosure sale pursuant thereto; and
- (e) any remaining funds to Borrower or its successors or assigns, as their interests and rights may appear.

**3.3 Authorization to Lessees.** Borrower does further specifically authorize and instruct each and every present and future lessee or purchaser of all or any portion of the Premises to pay all unpaid rentals or deposits agreed upon in any lease or agreement pertaining to the Premises to Lender upon receipt of demand from Lender to pay the

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same without any further notice or authorization by Borrower, and Borrower hereby waives any rights or claims it may have against any lessee by reason of such payments to Lender.

**3.4 Right of Possession.** In the event Lender is authorized under **Paragraph 3.1** hereof to exercise its rights hereunder (whether before or after declaration of the entire principal amount secured hereby to be immediately due, before or after institution of legal proceedings to foreclose the lien of the Mortgage, or before or after sale thereunder), Borrower agrees, immediately upon demand of Lender, to surrender to Lender and Lender (personally or by its agents or attorneys) shall be entitled to take actual possession of the Premises or any portion thereof, and in any such case Lender in its sole discretion may enter upon and take and maintain possession of all or any portion of the Premises, together with all the documents, books records, papers and accounts of Borrower or the then owner of the Premises relating thereto may exclude Borrower and its employees and agents wholly therefrom and may, as attorney-in-fact or agent of Borrower, or in its own name as Lender and under the powers herein granted, hold, operate, manage and control the Premises and conduct business thereon either personally or by its agents, with full power to use such measures, legal or equitable, as in its sole discretion may be deemed proper or necessary to enforce the payment of security of such rents, issues, deposits, profits and avails of the Premises (including without limitation actions for the recovery of rent, actions in forcible detainer and actions in distress for rent). Borrower hereby grants Lender full power and authority to exercise each and every one of the rights, privileges and powers herein granted at any and all times thereafter, without notice to Borrower, and with full power to cancel or terminate any lease (and any sublease) or agreement pertaining to the Premises or any cause or on any ground that would entitle Borrower to cancel the same, to disaffirm any such lease (and any sublease) or agreement made subsequent to the Mortgage or subordinated to the liens thereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises that Lender in its sole discretion deems appropriate, to insure (and reinsure) the same for all risks incidental to Lender's possession, operation and management thereof, and to receive all such rents, issues, deposits, profits and avails. Borrower further agrees to cooperate and facilitate Lender's collection of said funds and, upon Lender's request, shall promptly execute written notice to all lessees to make all rental payments to Lender.

**3.5 Indemnity.** Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligations, duty or liability under any leases or agreements pertaining to the Premises, and Borrower shall and does hereby agree to indemnify and hold Lender harmless from and against any and all liability, loss and damage that Lender may or might incur under any such leases or agreements or under or by reason of the assignment thereof, as well as any and all claims and demands whatsoever which be asserted against Lender by reason of any alleged obligations or undertakings on Lender's part, to perform or discharge any of the terms, covenants or conditions contained in such leases or agreements, except if any of the aforementioned arise solely out of Lender's gross negligence or willful misconduct. Should Lender incur any such liability, loss or damage under such leases or agreements, or under or by reason of the assignment thereof, or in the defense of any claims or demands relating thereto,

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Borrower shall reimburse Lender for the amount thereof (including without limitation reasonable attorneys' fees and expenses and court costs) immediately upon demand.

**3.6 Limitation of Liability.** Nothing herein contained shall be construed as making or constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Premises by Lender pursuant to the provisions set forth herein. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.

**3.7 Nature of Remedies.** It is understood and agreed that the provisions set forth herein shall be deemed a special remedy given to Lender and shall not be deemed exclusive of any of the remedies granted in the Note, the Mortgage or any of the other Loan Documents, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted.

**3.8 Continual Effectiveness.** It is expressly understood that no judgment or decree entered on any debt secured or intended to be secured by any of the other Loan Documents shall operate to abrogate or lessen the effect of this Assignment, but that the same shall continue in full force and effect until the payment and discharge of any and all indebtedness secured thereby, in whatever form such indebtedness may be, and until the indebtedness secured thereby shall have been paid in full and all bills incurred by virtue of the authority contained herein have been fully paid out of the rents, issues, deposits, profits and avails of the Premises, by Borrower, or by any guarantor of payment of the Note, or until such time as this Assignment may be voluntarily released. This Assignment shall also remain in full force and effect during the pendency of any foreclosure proceedings pursuant to the Mortgage, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless the indebtedness secured by the Mortgage is fully satisfied before the expiration of any period of redemption.

## IV MISCELLANEOUS

**4.1 Notices.** Any notice that Lender or Borrower may desire or be required to give to the other shall be in writing and shall be mailed or delivered in accordance with the terms of the Mortgage to the intended recipient thereof at its address hereinabove set forth as such intended recipient may, from time to time, by notice in writing, designate to the sender pursuant hereof. Except as otherwise specifically required herein, notice of the exercise of any right or option granted to Lender by this Assignment is not required to be given.

**4.2 Governing Law; Litigation.** This Assignment shall be construed and enforced according to the laws of the State of Illinois. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BORROWER HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS ASSIGNMENT SHALL BE TRIED AND DETERMINED ONLY IN THE STATE AND FEDERAL COURT LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, OR, AT THE SOLE

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OPTION OF LENDER, IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BORROWER HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH 4.2.

**4.3 Rights and Remedies.** All rights and remedies set forth in this Assignment are cumulative, and the holder of the Note and of every other obligation secured hereby may recover judgment thereon, issue execution therefor and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby. Unless expressly provided in this Assignment to the contrary, no consent or waiver, whether express or implied, by any interested party referred to herein regarding any breach or default by any other interested party referred to herein, in the performance by such other party of any obligations contained herein shall be deemed a consent to or waiver of the party of any obligations contained herein or waiver of the performance by such Party of any other obligations hereunder or the performance by any other interested party referred to herein of the same, or of any other obligations hereunder.

**4.4 Interpretation.** If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise provided or required by law, the illegality or invalidity of any provision of this Assignment shall not affect the legality validity or enforceability of any other provision of this Assignment. The headings of sections and paragraphs in this Assignment are for convenience or reference only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof. As used in this Assignment, the singular shall include the plural, and masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires. Whenever the words "including", "include" or "includes" are used in this Assignment, they should be interpreted in a non-exclusive manner as though the words "without limitation," immediately followed the same.

**4.5 Successors and Assigns.** This Assignment and all provisions hereof shall be binding upon Borrower, its successors, assigns and legal representatives, and all other persons or entities claiming under or through Borrower and the word "Borrower," when used herein, shall include all such persons and entities and any others liable for the payment of the indebtedness secured hereby or any part thereof, whether or not they have executed the Note or this Assignment. The word "Lender," when used herein, shall include Lender's successors, assigns and legal representatives, including all other holders, from time to time, of the Note. This Assignment shall run with the land constituting the Premises.

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**4.6 Jury Waiver.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF BORROWER AND LENDER HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS ASSIGNMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF BORROWER AND LENDER WITH RESPECT TO THIS ASSIGNMENT, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF BORROWER AND LENDER HEREBY AGREES THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT BORROWER OR LENDER MAY FILE A COPY OF THIS ASSIGNMENT WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OF BORROWER AND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

**4.7 CROSS-COLLATERALIZATION.** In addition to the Note, this Assignment secures all obligations, debts and liabilities, plus interest thereon, of the Borrower to the Lender, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Borrower may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable

**4.8. WAIVER.** No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of the Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of any of Lender's rights or of any of Borrower's obligations as to any future transactions.

**4.9. ENFORCEMENT COSTS.** If:

(i) this Assignment is placed in the hands of an attorney (including Lender's in-house counsel) for collection or enforcement or is collected or enforced through any legal proceeding;

(ii) any attorney (including Lender's in-house counsel) is retained to represent Lender in any bankruptcy, reorganization, receivership, or other proceedings affecting creditors' rights and involving a claim under this Assignment;

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then Borrower shall pay to Lender upon demand all reasonable attorney fees, costs and expenses, including without limitation, court costs, filing fees, recording costs, and all other costs and expenses incurred in connection therewith (all of which are referred to herein as "Enforcement Costs"), in addition to all other amounts due hereunder.

**IN WITNESS WHEREOF**, the Mortgagor has caused this Assignment of Rents to be duly signed, sealed and delivered, jointly and severally, effective as of the day and year above written.

Property of Cook County Clerk's Office

(signature page to follow)

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## EXHIBIT A

### LEGAL DESCRIPTION

**COMMONLY KNOWN AS:** 12443 S. MAY STREET, CALUMET PARK, IL 60827

**PROPERTY INDEX NO.:** 25-29-409-019-0000

LOT 22 IN BLOCK 10 IN W.F. KAISER AND COMPANY'S FAIRLAND SUBDIVISION OF THE EAST ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ AND OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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## GUARANTY AGREEMENT

**THIS GUARANTY AGREEMENT ("Guaranty")**, made effective as of the 28th day of June, 2024, by **Herlinda Bailon**, an un-married woman with a mailing address of **1414 N. 45<sup>th</sup> Place, Melrose Park, IL 60160** ("**Guarantor**") to and for the benefit of **Abdul Halani**, his successors, heirs or assigns ("**Lender**"), at their address at **4404 Hammersmith Lane, Glenview, IL 60026**.

### RECITALS:

A. **K&L Investors 2 LLC**, an Illinois Limited Liability Company (the "**Borrower**") has executed and delivered to the Lender a Promissory Note of even date herewith (together with all renewals, amendments, supplements, restatements, extensions and modifications thereof and thereto, (the "**Note**"), wherein Borrower promises to pay to the order of Lender the principal amount of **One Hundred and Forty Thousand (\$140,000.00)** in repayment of a loan from Lender in the aggregate principal amount of **One Hundred and Forty Thousand (\$140,000.00)** (the "**Loan**"), together with interest thereon at variable rates of interest and otherwise as set forth in the Note.

B. As security for repayment of the Loan, in addition to this Guaranty Agreement and the Note, certain other loan documents have been executed and delivered to the Lender. The Borrower has also entered into that certain Mortgage of even date herewith in favor of the Lender (the "**Mortgage**") and that certain Assignment of Rents and Leases (the "**Assignment**") both of which will encumber real estate at **12443 S. May Street, Calumet Park, IL 60827**. The Note, the Mortgage, the Assignment, and this Guaranty along with all other documents executed in conjunction therewith are hereinafter sometimes collectively referred to herein as the "**Loan Documents**").

C. Guarantor will derive substantial direct and indirect economic benefit from the extension of credit made to the Borrower under the Note. The Guarantor desires to induce the Lender to make the Loan to Borrower.

D. The Lender is unwilling to advance funds pursuant to the Note unless Guarantor, subject to the limitation set forth herein, guarantees the payment of the principal and interest and any other sums provided in the Note and other Loan Documents and the performance by Borrower of all of the covenants on its part to be performed and observed pursuant to the terms thereof and Guarantor has agreed to execute and deliver this Guaranty to the Lender.

**NOW, THEREFORE FOR VALUE RECEIVED**, and in consideration of advances, credit or other financial accommodation heretofore, now or that may hereafter at any time be extended to Borrower by Lender (including, but not limited to, the Loan), (a) Guarantor hereby, severally with Borrower, Other Guarantor and any other guarantors, and, unconditionally and irrevocably guarantees, irrespective of the validity, or enforceability of any instrument, writing or agreement relating to or the subject of any such financial accommodation (including but not limited to the Loan Documents), and whether or not due or to become due before or after any bankruptcy or insolvency proceeding involving Borrower or would have become due but for Borrower's bankruptcy proceeding, (i) the full and prompt payment to Lender at maturity, whether by acceleration or otherwise, and at all times thereafter of any and all indebtedness, obligations and liabilities of every kind and nature of Borrower to the Lender (including, but not limited to,

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all indebtedness, obligations and liabilities arising out of or in connection with the Loan and the Loan Documents), howsoever evidenced, whether now existing or hereafter created or arising, directly or indirectly, primary or secondary, absolute or contingent, due or to become due, and howsoever owned, held or acquired, whether through discount, overdraft, purchase, direct loan or as collateral, or otherwise, and (ii) the prompt, full and faithful performance and discharge by Borrower of each and every of the terms, conditions, agreements, representations and warranties on the part of Borrower contained in any agreement (including but not limited to each of the Loan Documents, and any other promissory Note, loan agreements, security agreements or mortgages), or in any modification or addenda thereto or substitution thereof in connection with any advance, credit or financial accommodation afforded by Lender to Borrower (collectively the **"Guaranteed Liabilities"**); (b) Guarantor further agrees to pay all expenses legal and/or otherwise (including but not limited to court costs and reasonable attorneys' fees and expenses), paid or incurred by Lender in endeavoring to collect the Guaranteed Liabilities, or any part thereof, or in enforcing this Guaranty or in defending any suit based on any act of commission or omission of Lender with respect to the indebtedness, collateral, or this Guaranty or in connection with any Recovery Claim (as hereinbelow defined) (the **"Enforcement Costs"**); and (c) Guarantor agrees to pay the Guaranteed Liabilities and Enforcement Costs and any and all costs, losses, damages and reasonable attorney's fees incurred by Lender in connection with any of the following: (i) a Default or Event of Default under the Environmental Indemnity Agreement; (ii) fraud, wilful misconduct or willful material misrepresentation by the Borrower of any of its members or the Guarantor; (iii) the commission of waste with respect to the Premises (as defined in the Mortgage), including the failure to pay real estate taxes in excess of any amounts deposited for said purpose by the Borrower with Lender or as held by the Lender; (iv) intentional misconduct by the Borrower or Guarantor causing the cancellation of insurance coverage on the Premises or an increase in premiums of insurance for coverage on the Premises; (v) the failure of the Premises to comply with any applicable Environmental Laws (as defined in the Environmental Indemnity Agreement, or the Mortgage) or with the Americans with Disabilities Act of 1990 (as said laws or acts may from time to time be amended or modified); (vi) misapplication or misappropriation of any insurance or condemnation proceeds; (vii) Borrower or Guarantor at any time contests without merit, delays or otherwise hinders any action taken by Lender after a Default or Event of Default with respect to the foreclosure of the liens evidenced by the Mortgage or any of the other Loan Documents; (viii) after the occurrence of any Default or Event of Default under any of the Loan Documents, the failure of Borrower or Guarantor to apply any of the following to the payment of debt service on the Loan or expenses incurred in connection with the Premises: (A) rental receipts, (B) security deposits or (C) any other income generated by the Premises; (ix) the voluntary or involuntary filing of a petition in bankruptcy court either by or against the Borrower or Guarantor; or (x) Borrower or the Guarantor institutes or becomes by virtue of a counterclaim a party to any case, action, suit, or proceeding which reduces, impedes or impairs Lender's right of recourse to the Premises or any part thereof or Borrower or Guarantor engages in any act, omission, or misrepresentation which has the effect of suspending, delaying, reducing, impeding, or impairing the Lender's right of recourse to the premises or any part thereof (each of the aforesaid are collectively referred to as an **"Extraordinary Claim"**). The Guaranteed Liabilities, Enforcement Costs and any Extraordinary Claim are collectively referred to as the **"Guaranteed Obligations."**

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Guarantor hereby further agrees as follows:

1. **Continuing Guaranty.** This Guaranty includes any and all Guaranteed Obligations arising under successive transactions continuing, compromising, extending, increasing, modifying, releasing, or renewing the Guaranteed Obligations, changing the interest rate, payment terms, or other terms and conditions thereof, or creating new or additional Guaranteed Obligations after prior Guaranteed Obligations have been satisfied in whole or in part. To the maximum extent permitted by law, Guarantor hereby waives any right to revoke this Guaranty as to future indebtedness. If such a revocation is effective notwithstanding the foregoing waiver, Guarantor acknowledges and agrees that (a) no such revocation shall be effective until written notice thereof has been received by Lender, (b) no such revocation shall apply to any Guaranteed Obligations in existence on such date (including, but not limited to, any subsequent continuation, extension, or renewal thereof, or change in the interest rate, payment terms, or other terms and conditions thereof), (c) no such revocation shall apply to any Guaranteed Obligations made or created after such date to the extent made or created pursuant to a legally binding commitment of Lender in existence on the date of such revocation, (d) no payment by Guarantor, Borrower, or from any other source, prior to the date of such revocation shall reduce the maximum obligation of Guarantor hereunder, and (e) any payment by Borrower or from any source other than Guarantor, subsequent to the date of such revocation, shall first be applied to that portion of the Guaranteed Obligations as to which the revocation is effective and which are not, therefore, guaranteed hereunder, and to the extent so applied shall not reduce the maximum obligation of Guarantor hereunder.

2. **Performance Under This Guaranty.** In the event that Borrower fails to make any payment of any Guaranteed Obligations on or before the due date thereof and after the expiration of the applicable notice and cure period, if any, or if Borrower shall fail, after the expiration of the applicable notice and cure period, if any, to perform, keep, observe, or fulfill any other obligation referred to in any instrument, writing or agreement relating to the Guaranteed Obligations, Guarantor immediately shall cause such payment to be made or each of such obligations to be performed, kept, observed, or fulfilled to the extent such obligations constitute Guaranteed Obligations. Without limiting the foregoing, Guarantor shall deliver to Lender, upon Lender's request, on at least an annual basis and at such other times as Lender may reasonably request, financial statements and income tax returns of Guarantor and such other financial information as Lender may reasonably request. Guarantor shall deliver annually to Lender a personal financial statement in form acceptable to Lender. Annual income tax returns shall be delivered to Lender no later than thirty (30) days after filing the same but no later than thirty (30) days after the last date allowed by federal law for filing any such annual income tax return. The failure of Guarantor to perform or observe any of its obligations hereunder within the period of time specified in any notice from Lender to Guarantor, which notice shall in no event be less than five (5) business days, advising Guarantor of such failure, shall constitute a default under this Guaranty and a Default or Event of Default under the other Loan Documents.

3. **Primary Obligations.** This Guaranty is a primary and original obligation of Guarantor, is not merely the creation of a surety relationship, and is an absolute, unconditional, and continuing guaranty of payment and performance and not of collection which shall remain in full force and effect without respect to future changes in conditions, including any change of law or any invalidity or irregularity with respect to the issuance of any instrument, writing or

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agreement relating to the Guaranteed Obligations. Guarantor agrees that he is directly and severally with Other Guarantor and any other guarantors of the Guaranteed Obligations liable to Lender, that the obligations of Guarantor hereunder are independent of the obligations of Borrower or any other guarantor, and that a separate action may be brought against Guarantor whether such action is brought against Borrower or any other guarantor or whether Borrower or any such other guarantor is joined in such action. Guarantor agrees that his liability hereunder shall be immediate and shall not be contingent upon the exercise or enforcement of any lien or realization upon any security or collateral Lender may at any time possess. Guarantor agrees that any release which may be given by Lender to Borrower shall not release Guarantor. Guarantor consents and agrees that Lender shall be under no obligation to marshal any assets of Borrower in favor of said Guarantor, or against or in payment of any or all of the Guaranteed Obligations.

4. **Return of Payments.** Guarantor agrees that, if at any time all or any part of any payment theretofore applied by Lender to any amounts due under the Loan is rescinded or returned by Lender for any reason whatsoever (including, without limitation, the insolvency, bankruptcy, liquidation or reorganization of any party), such amounts shall, for the purposes of this Guaranty, be deemed to have continued in existence to the extent of such payment, notwithstanding such application by Lender and this Guaranty shall continue to be effective or be reinstated, as the case may be, as to such amounts due under the Loan, all as though such application by Lender had not been made.

5. **Waivers.**

(a) Guarantor hereby waives: (1) notice of acceptance hereof; (2) notice of any loans or other financial accommodations made or extended to Borrower or the creation or existence of any Guaranteed Obligations; (3) notice of the amount of the Guaranteed Obligations, subject, however, to Guarantor's right to make inquiry of Lender to ascertain the amount of the Guaranteed Obligations at any reasonable time; (4) notice of any adverse change in the financial condition of Borrower or of any other fact that might increase Guarantor's risk hereunder; (5) notice of presentment for payment, demand, protest, and notice thereof as to any promissory Note or other instruments, writing or agreements evidencing Guaranteed Obligations; (6) notice of any event of default by Borrower under any instrument, writing or agreement with Lender including the Loan Documents; and (7) all other notices (except if such notice is specifically required to be given to Guarantor hereunder) and demands to which Guarantor might otherwise be entitled.

(b) Guarantor hereby waives the right by statute or otherwise to require Lender to institute suit against Borrower or under any other guaranty; or to exhaust any rights and remedies which Lender has or may have against Borrower or under any other guaranty; provided, however, that nothing herein contained shall prevent Lender from suing on the Note or foreclosing the Mortgage or any other security interest created by any of the other Loan Documents, or from exercising any other rights thereunder, and if such real estate foreclosure, commercial code sale, or other remedy is availed of, only the net proceeds therefrom, after deduction of all charges and expenses of every kind and nature whatsoever relating to the proceedings or sale, shall be applied in reduction of the amount due on the Note and other Loan Documents, and Lender shall not be required to institute or prosecute proceedings to cover any deficiency as a condition of any payment hereunder or enforcement hereof. At any sale of the security or collateral for the Loan, or any part thereof, whether by real estate foreclosure, commercial code sale, or otherwise, Lender

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may, at its discretion, purchase all or any part of such collateral offered for sale, for its own account, and may apply against the amount bid therefore the balance due it pursuant to the terms of the Note and other Loan Documents. Guarantor further agrees that Guarantor is bound to the payment of all Guaranteed Obligations, whether now existing or hereafter accruing, as fully as if such Guaranteed Obligations were directly owing to Lender by Guarantor. Guarantor further waives any defense arising by reason of any disability or other defense (other than the defense that the Guaranteed Obligations shall have been fully and finally performed and indefeasibly paid) of Borrower or by reason of the cessation from any cause whatsoever of the liability of Borrower in respect thereof. Guarantor consents to any and all forbearances and extensions of the time of payment of the Note or any of the other Loan Documents, and to any and all changes in the terms, covenants and conditions thereof hereafter made or granted, and to any part of the collateral; it being the intention and agreement hereof that Guarantor shall remain unconditionally liable as a principal as, to and until the Guaranteed Obligations shall have been fully repaid to Lender, and the terms, covenants and conditions of the Note and of the other Loan Documents and all other Note, instruments, writings or agreements evidencing or securing the Guaranteed Obligations shall have been fully performed and observed by Borrower, notwithstanding any act, omission or thing which might otherwise operate as a legal or equitable discharge of Borrower or Guarantor.

(c) Guarantor hereby waives: (1) any rights to assert against Lender any defense (legal or equitable), setoff, counterclaim, or claim which Guarantor may now or at any time hereafter have against Borrower or any other party liable to Lender (other than the defense that the Guaranteed Obligations shall have been fully and finally performed and indefeasibly paid); (2) any defense, setoff, counterclaim, or claim, of any kind or nature, arising directly or indirectly from the present or future lack of perfection, sufficiency, validity, or enforceability of the Guaranteed Obligations or any security therefor (including, but not limited to, any of the Loan Documents); (3) the benefit of any statute of limitations affecting Guarantor's liability hereunder or the enforcement thereof, and any act which shall defer or delay the operation of any statute of limitations applicable to the Guaranteed Obligations shall similarly operate to defer or delay the operation of such statute of limitations applicable to Guarantor's liability hereunder. Without limiting the generality of the foregoing or any other provisions of this Guaranty, Guarantor agrees that this Guaranty shall not be discharged, limited, impaired or affected by: (a) the transfer by Borrower of all or any part of the real estate or any of the personal property described in the Mortgage or any of the other Loan Documents; (b) any sale, pledge, surrender, indulgence, alteration, substitution, exchange, modification or other disposition of any of the Guaranteed Obligations, all of which Lender is expressly authorized to make from time to time; (c) any failure, neglect or omission on the part of Lender to realize or protect any of the Guaranteed Obligations, or any real estate, personal property or lien security given as security therefor, or to exercise any lien upon or right of appropriation of monies, credits or property of Borrower toward liquidation of the indebtedness, or performance of the covenants guaranteed hereby; and (d) the operation of any present or future provision of the United States Bankruptcy Code or similar statute, or from the decision of any court, including, but not limited to, any proceedings with respect to the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, the marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, imposition or readjustment of, or other similar proceedings affecting Borrower or any guarantors of the Guaranteed Obligations or any of their respective assets, it being expressly understood and agreed that no such proceeding shall affect, modify, limit or discharge the liability or obligation of Guarantor

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hereunder in any manner whatsoever, and that Guarantor shall continue to remain absolutely liable under this Guaranty to the same extent, and in the same manner, as if such proceedings had not been instituted.

(d) Guarantor hereby waives any right of subrogation Guarantor has or may have as against Borrower. In addition, Guarantor hereby waives any right to proceed against Borrower, now or hereafter for contribution, indemnity, reimbursement and any other suretyship rights and claims, whether direct or indirect, liquidated or contingent, whether arising under express or implied contract or by operation of law, which Guarantor may now have or hereafter have as against the Borrower. Until the Guaranteed Obligations are indefeasibly paid in full hereunder, Guarantor also hereby waives any right to recourse to or with respect to any asset of Borrower. Guarantor agrees that in light of the immediately foregoing waivers, the execution of the Guaranty shall not be deemed to make Guarantor a "creditor" of Borrower, and that for purposes of Sections 547 and 550 of the Bankruptcy Code, Guarantor shall not be deemed a "creditor" of Borrower.

(e) Guarantor acknowledges that it is relying upon its own knowledge of and is fully informed with respect to Borrower's financial condition. Guarantor assumes full responsibility for keeping fully informed of Borrower's financial condition and all other circumstances affecting Borrower's ability to perform the Guaranteed Liabilities and/or Guaranteed Obligations, and agrees that Lender will have no duty to report to Guarantor any information which Lender receives about Borrower's financial condition or any circumstances bearing on Borrower's ability to perform all or any portion of the Guaranteed Liabilities and/or Guaranteed Obligations, regardless of whether Lender has reason to believe that any such facts materially increase the risk beyond that which Guarantor intends to assume or has reason to believe that such facts are unknown to Guarantor or has a reasonable opportunity to communicate such facts to Guarantor.

**6. Releases.** No release or discharge of any other guarantor of the Loan, or of any other person or entity, whether primarily or secondarily liable for or obligated with respect to the Guaranteed Obligations, or the institution of bankruptcy, receivership, insolvency, reorganization, dissolution or liquidation proceedings by or against any other guarantor of the Loan or any other person or entity, or the entry of any restraining or other order in any such proceeding, shall release or discharge Guarantor, any other guarantor of the Guaranteed Obligations, or any other person, firm or corporation liable to Lender for the Guaranteed Obligations, unless and until all of the Guaranteed Obligations shall have been fully paid. Notwithstanding anything to the contrary contained herein, Lender agrees that the obligations of Guarantor under this Guaranty shall terminate, subject to Sections 4 and 8 hereof, at such time as Lender shall have received payment of all Guaranteed Liabilities and all other Guaranteed Obligations under this Guaranty. Release of this Guaranty, if it occurs, however, shall not affect, in any respect, the Loan or any other instrument securing or guarantying the Loan.

**7. Right of Setoff and Security Interest.** Following any default hereunder, any and all moneys, credits or other property belonging to the Guarantor in transit to or in the possession or under the control of Lender, or any Lender or bailee of Lender, without notice and opportunity to be heard, be appropriated and applied against the liability of Guarantor hereunder. Guarantor does hereby assign and transfer to Lender any and all cash, negotiable instruments, documents of title, chattel paper, securities, certificates of deposit, deposit accounts, other cash equivalents and other assets of said Guarantor in transit to, or in the possession or control of Lender, or any Lender

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or bailee of Lender for any purpose and to apply the same on any or all of the Guaranteed Obligations. To secure payment of the Guaranteed Obligations, Guarantor grants to Lender a security interest in all property (including but not limited to all of the property described above) of Guarantor delivered currently herewith or now or at any time hereafter in the possession or control of Lender, and all proceeds of all such property. Guarantor agrees that Lender shall have the rights and remedies of a secured party under the Uniform Commercial Code of Illinois with respect to all of the aforesaid property, including, but not limited to, the right to sell or otherwise dispose of any or all of such property. Lender may, without notice to anyone, apply or setoff any balances, credits, deposits, accounts, moneys or other indebtedness at any time credited by or due from Lender to Guarantor against the amounts due hereunder from Guarantor. Any notification of intended disposition of any property required by law shall be deemed reasonably and properly given if given at least five (5) business days before such disposition.

8. **Recovery Claim.** Should a claim (“**Recovery Claim**”) be made upon Lender at any time for recovery of any amount received by Lender in payment of the Guaranteed Obligations (whether received from Borrower, Guarantor pursuant hereto, or otherwise) and should Lender repay all or part of said amount by reason of (a) any judgment, decree, or order of any court or administrative body having jurisdiction over Lender or any of its property; or (b) any reasonable settlement or compromise of any such Recovery Claim effected by Lender with the claimant (including Borrower), Guarantor shall remain severally liable to Lender for the amount so repaid to the same extent as if such amount had never originally been received by Lender, notwithstanding any termination hereof or the return of this document to Guarantor or the cancellation of any note or other instrument evidencing any of the indebtedness. Notwithstanding the foregoing, the provisions of this **Paragraph 8** shall not be applicable if Guarantor has previously paid the amount due hereunder and any such Recovery Claim does not pertain to the Guarantor’s payment of the amount due hereunder or any portion thereof.

9. **Assignments.** In the event Lender shall sell, assign or transfer the Guaranteed Obligations, or any part hereof, or grant participations therein, each and every immediate or remote successive assignee, transferee, holder of or participant or other interests therein, of all or any part of the Guaranteed Obligations shall have the right to enforce this Guaranty by suit or otherwise for the benefit of such assignee, transferee, holder or participant as fully as if such assignee, transferee, holder or participant were herein by name specifically given such rights, powers and benefits; but Lender shall have an unimpaired, prior and superior right to enforce this Guaranty for its benefit as to so much of the guaranteed debt as it has not sold, assigned or transferred.

10. **Representations and Warranties.** Guarantor agrees that the following shall constitute representations and warranties of Guarantor and that the Lender intends to make the Loan and other financial accommodations, if any, guaranteed hereby in reliance thereon:

(a) Guarantor is not in default under any agreement to which he is a party, the effect of which will materially impair performance by the Guarantor of his obligations pursuant to and as contemplated by the terms of this Guaranty, and neither the execution and delivery of this Guaranty nor compliance with the terms and provisions of law or any presently existing regulation, order, writ, injunction or decree of any court or governmental department, commission, board, bureau, agency or instrumentality, will conflict or will be inconsistent with, or will result in any breach of,

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any of the terms, covenants, conditions or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, instrument, document, agreement or contract of any kind which creates, represents, evidences or provides for any lien, charge or encumbrance upon any of the property or assets of the Guarantor, or any other indenture, mortgage, deed of trust, instrument, document, agreement or contract of any kind of which the Guarantor is a party or by which he may be bound, or in the event of any such conflict, the required consent or waiver of the other party or parties thereto has been validly granted, is in full force and effect and is valid and sufficient therefor.

(b) There are no actions, suits or proceedings pending or to Guarantor's knowledge, threatened against the Guarantor before any court or any governmental, administrative, regulatory, adjudicatory or arbitrational body or agency of any kind which will materially adversely affect performance by the Guarantor of his obligations pursuant to and as contemplated by the terms and provisions of this Guaranty.

(c) Neither this Guaranty nor any document, financial statement, credit information, certificate or statement heretofore furnished or required herein to be furnished to Lender by the Guarantor contains any untrue statement of material fact or omits to state a fact material to this Guaranty.

(d) Guarantor is currently informed of the financial condition of Borrower and of all other circumstances which a diligent inquiry would reveal and which would bear upon the risk of nonpayment of the Guaranteed Obligations. Guarantor will continue to keep informed of the financial condition of Borrower and of all other circumstances which bear upon the risk of nonpayment or nonperformance of the Guaranteed Obligations.

**11. Subordination.** Any rights of Guarantor, whether now existing or later arising, to receive payment on account of any indebtedness (including interest) owed to it by Borrower, or any subsequent owner of the Premises (as defined in the Mortgage), or to withdraw capital invested by it in Borrower, or to receive distributions from Borrower, shall at all times be subordinate as to lien and time of payment, and in all other respects to the full and prior repayment to Lender of the Loan. Guarantor shall not be entitled to enforce or receive payment of any sums hereby subordinated until the Loan has been paid and performed in full, and any such sums received in violation of this Guaranty shall be received by Guarantor in trust for Lender, provided, however, that Guarantor shall be entitled to receive payments due to it from Borrower so long as no Event of Default has occurred and is continuing.

**12. Payments; Application.** All payments to be made hereunder by Guarantor shall be made in lawful money of the United States of America at the time of payment, shall be made in immediately available funds, and shall be made without deduction (whether for taxes or otherwise) or offset. All payments made by Guarantor hereunder shall be applied as follows; first, to all costs and expenses (including, but not limited to, reasonable attorneys' fees, expenses and court costs) incurred by Lender in enforcing this Guaranty or in collecting the Guaranteed Obligations; second, to all accrued and unpaid interest, prepayment premium, if any, and fees owing to Lender constituting Guaranteed Obligations; and third, to the balance of the Guaranteed Obligations.

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13. **Indemnification.** Subject to the limitations set forth herein and in the Loan Documents, Guarantor agrees to indemnify, defend and hold harmless Lender against all obligations, demands, or liabilities asserted by any party and against all losses in any way suffered, incurred, or paid by Lender as a result of or in any way arising out of, following, or consequential to Lender's transactions with the Borrower.

14. **Notices.** All notices given under this Guaranty must be in writing and shall be effectively served upon delivery, or if mailed, upon the first to occur of receipt, or the expiration of forty-eight (48) hours after deposit, in certified United States mail, postage prepaid, sent to the party at its address given below, which addresses may be changed by Lender or Guarantor by written notice to the other party. Service of any notice on any one Guarantor signing this Guaranty shall be effective service on Guarantor for all purposes.

"Guarantor" **Herlinda Bailon**  
1414 N. 45<sup>th</sup> Place  
Melrose Park, IL 60160

"Lender" **Abdul Halani**  
4404 Hammersmith Lane  
Glenview, IL 60026

15. **Cumulative Remedies.** No remedy under this Guaranty is intended to be exclusive of any other remedy, but each and every remedy shall be cumulative and in addition to any and every other remedy given hereunder and those provided by law or in equity. No delay or omission by Lender to exercise any right under this Guaranty shall impair any such right nor be construed to be a waiver thereof. No failure on the part of Lender to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right.

16. **Books and Records.** Guarantor agrees that Lender's books and records showing the indebtedness between Lender and Borrower shall be admissible in any action or proceeding and shall be binding upon Guarantor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof.

17. **Interpretation and Severability of Provisions.** The headings of sections and paragraphs in this Guaranty are for convenience of reference only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof. As used in this Guaranty, the singular shall include the plural, and masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires. Whenever the words "including", "include or includes" are used in this Guaranty, they should be interpreted in a non-exclusive manner as though the words " , without limitation," immediately followed the same. Wherever possible, each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Guaranty is prohibited or unenforceable under applicable law, such provision shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

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## 18. Bankruptcy.

(a) **Filing of Bankruptcy.** So long as any Guaranteed Obligations shall be owing to Lender, Guarantor shall not, without the prior written consent of Lender, commence, or join with any other person in commencing, any bankruptcy, reorganization, or insolvency proceeding against Borrower. The obligations of Guarantor under this Guaranty shall not be altered, limited or affected by any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of Borrower, or by any defense which Borrower may have by reason of any order, decree or decision of any court or administrative body resulting from any such proceeding.

(b) **Other Bankruptcy Matters.** Guarantor shall file in any bankruptcy or other proceeding in which the filing of claims is required or permitted by law all claims which Guarantor may have against Borrower relating to any indebtedness of Borrower to Guarantor and will assign to Lender all rights of Guarantor thereunder. If Guarantor does not file any such claim, Lender, as attorney-in-fact for Guarantor, is hereby authorized to do so in the name of Guarantor or, in Lender's discretion, to assign the claim to a nominee and to cause proof of claim to be filed in the name of Lender's nominee. The foregoing power of attorney is coupled with an interest and cannot be revoked. Lender or its nominee shall have the sole right to accept or reject any plan proposed in such proceeding and to take any other action which a party filing a claim is entitled to do. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to Lender the amount payable on such claim and, to the full extent necessary for that purpose, Guarantor hereby assigns to Lender all of Guarantor's rights to any such payments or distributions to which Guarantor would otherwise be entitled; provided, however, Guarantor's obligations hereunder shall not be satisfied except to the extent that Lender receives cash by reason of any such payment or distribution. If Lender receives anything hereunder other than cash, the same shall be held as collateral for amounts due under this Guaranty.

19. **Additional and Independent Obligations.** Guarantor's obligations under this Guaranty are in addition to its obligations under any other existing or future guaranties, each of which shall remain in full force and effect until it is expressly modified or released in a writing signed by Lender. Guarantor's obligations under this Guaranty are independent of those of Borrower. Lender may bring a separate action, against Guarantor without first proceeding against Borrower, any other person or any security that Lender may hold, and without pursuing any other remedy. Lender's rights under this Guaranty shall not be exhausted by any action by Lender until the Loan has been paid and performed in full.

20. **Costs and Expenses.** If any lawsuit is commenced which arises out of or which relates to this Guaranty, the Loan Documents or the Loan, including any Insolvency Proceeding, Guarantor agrees to pay all of Lender's costs and expenses, including reasonable attorneys' fees which may be incurred in any effort to collect or enforce any term of this Guaranty. From the time(s) incurred until paid in full to Lender, all sums shall bear interest at the Default Interest Rate, as defined in the Note.

21. **Consideration.** Guarantor acknowledges that he expects to benefit from the extension of the Loan to Borrower because of his relationship to Borrower, and that he is executing this Guaranty in consideration of that anticipated benefit.

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**22. Entire Agreement; Amendments.** This Guaranty constitutes the entire agreement between Guarantor and Lender pertaining to the subject matter contained herein, and may not be altered, amended, or modified, nor may any provision hereof be waived or noncompliance therewith consented to, except by means of a writing executed by Guarantor as to which such consent or waiver is applicable and by Lender. Any such alteration, amendment, modification, waiver, or consent shall be effective only to the extent specified therein and for the specific purpose for which it is given. No course of dealing and no delay or waiver of any right or default under this Guaranty shall be deemed a waiver of any other similar or dissimilar right or default or otherwise prejudice the rights and remedies hereunder.

**23. Successors and Assigns.** The death of Guarantor shall not terminate this Guaranty. This Guaranty shall be binding upon Guarantor's representatives, successors, and assigns and shall inure to the benefit of the successors and assigns of Lender. In the event of the dissolution, bankruptcy, or insolvency of the Guarantor, the Note and any and all sums due thereunder, along with all of the other Guaranteed Obligations, shall at once, without any notice or demand from Lender, be due and payable.

**24. CHOICE OF LAW AND VENUE.** THE VALIDITY OF THIS GUARANTY, ITS CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT, AND THE RIGHTS OF GUARANTOR AND LENDER SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE MAXIMUM EXTENT PERMITTED BY LAW, GUARANTOR AND LENDER HEREBY AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS GUARANTY SHALL BE TRIED AND DETERMINED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF LAKE, STATE OF ILLINOIS OR AT THE SOLE OPTION OF LENDER IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, GUARANTOR HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION.

**25. WAIVER OF JURY TRIAL.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, GUARANTOR AND LENDER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS GUARANTY, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF GUARANTOR OR LENDER WITH RESPECT TO THIS GUARANTY, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, GUARANTOR AND LENDER HEREBY AGREE THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT LENDER MAY FILE

