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SECOND LOAN MODIFICATION AGREEMENT * AMALGAMATED BANK OF CHICAGO * /kllc

THIS SECOND LOAN MODIFICATION AGREEMENT ("Agreement") is entered into as of July 27, 1998 but effective as of May 1, 1998 (the "Effective Date"), by and among THE TRAVELERS INSURANCE COMPANY, a Connecticut corporation ("Lender"), AMALGAMATED TRUST & SAVINGS BANK, as Trustee under Trust Agreement dated June 21, 1984 and known as Trust No. 4951 ("Trustee"), and LANSING LANDINGS SHOPPING CENTER PARTNERSHIP, LTD., an Illinois limited partnership ("Partnership") (Trustee and Partnership are collectively referred to herein as "Borrower").

RECITALS

A Lender has previously made a loan to Borrower in the original principal amount of \$21,500,000 (the "Loan"). The Loan is evidenced by a certain Promissory Note dated May 5, 1988 (as amended from time to time, the "Note") made by Trustee and payable to the order of Lender in the original principal amount of the Loan.

B. In order to secure the Note:

(i) Trustee executed and delivered to Lender, among other things, a certain Mortgage, Assignment of Leases and Security Agreement dated May 5, 1988 and recorded with the Cook County, Illinois Recorder of Deeds on May 25, 1988 as Document No. 88224437 (as amended from time to time, the "Mortgage") encumbering the real estate and other property and interests in property more particularly described therein (collectively, the "Property") and legally described in Exhibit A attached hereto and made a part hereof, commonly known as Lansing Landings, Lansing, Illinois;

(ii) Trustee executed and delivered to Lender, among other things, a certain Assignment of Leases, Rents and Profits dated May 5, 1988 and recorded with the Cook County, Illinois Recorder of Deeds on May 25, 1988 as Document No. 88224438 (as amended from time to time, the "Assignment of Rents");

(iii) Borrower executed and delivered to Lender, among other things, the documents listed on Schedule I attached hereto (as amended from time to time, the "Additional Loan Documents").

The Note, the Mortgage, the Assignment of Rents, the Additional Loan Documents and the First Amendment (as defined below), and all other documents evidencing, securing or setting forth the terms of the Loan, as modified, amended and supplemented from time to time, are hereinafter collectively referred to as the "Loan Documents." The Loan Documents were previously amended pursuant to the Note and Mortgage Modification Agreement executed by Trustee and Lender dated August 17, 1993 (the "First Amendment").

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C. The Property is encumbered by a Second Mortgage dated August 17, 1993 (the "Subordinate Mortgage") executed by Trustee for the benefit of Dan K. Silverberg, Agent ("Junior Lender") recorded with the Cook County, Illinois Recorder of Deeds on August 23, 1993 as Document No. 9366502. The Subordinate Mortgage secures a Promissory Note dated August 17, 1993 made by Trustee and payable to Junior Lender (the "Subordinate Note") evidencing indebtedness in the original principal amount of \$1,950,000 (the "Subordinate Loan"). The Subordinate Mortgage, the Subordinate Note, and all other documents evidencing, securing or setting forth the terms of the Subordinate Loan, as modified, amended and supplemented from time to time, are hereinafter collectively referred to as the "Subordinate Loan Documents." Trustee, Junior Lender and Lender executed a Consent to Subordinate Financing - Acknowledgement of Junior Status dated August 17, 1993 (the "Subordination Agreement"), pursuant to which, among other things, the subordinate nature of the Subordinate Loan was confirmed.

D. Pursuant to the terms of the Note and the other Loan Documents, all amounts due in connection with the Loan were due and payable on May 31, 1998. An Event of Default exists under the Mortgage and other Loan Documents due to (i) the failure of Borrower to timely pay all amounts due in connection with the Loan, and (ii) the failure of Borrower to pay first installment 1997 real estate taxes in the amount of \$805,860.97 (exclusive of penalties and interest) due and payable with respect to the Property. The Events of Default described in subsections (i) and (ii) immediately above are collectively referred to herein as the "Existing Defaults." Borrower has requested, among other things, that Lender (i) extend the maturity date of the Loan until November 1, 1999, and (ii) advance the Future Fundings (as defined below) to Borrower pursuant to the terms, and subject to the conditions, set forth below. Lender has agreed to so modify the terms of the Loan Documents upon the terms and conditions hereinafter set forth.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are incorporated in this Agreement as if fully set forth herein.

2. Conditions Precedent. As conditions precedent to Lender's obligations hereunder, Borrower shall cause all of the following to occur on or before June 15, 1998:

(a) Other than the Existing Defaults, there shall be no default or event of default under any of the Loan Documents.

(b) Issuance by Ticor Title Insurance Company (the "Title Company") to Lender of a date-down endorsement to Lender's title policy originally issued in connection with the Loan or a new policy from a title company approved by Lender to replace Lender's title policy (the "Title Policy"), (i) increasing the coverage provided to insure the priority of the Mortgage with respect to the Deferred Fee, Future Fundings

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and Additional Interest, (ii) showing on Schedule A that the Mortgage is amended hereby and insuring that the Mortgage and the Assignment of Rents, as amended by this Agreement, constitute a first priority lien upon the Property, (iii) containing an endorsement insuring that the obligation of Borrower to pay Additional Interest is secured by the Mortgage with equal priority to all other amounts secured by the Mortgage, and (iv) containing only such additional title exceptions as Lender may approve in its sole discretion. Such endorsement (or new policy) must be in form and content satisfactory to Lender.

(c) Delivery to Lender by counsel to Borrower and Guarantors (as defined below) of a written opinion of counsel, stating (i) that the Loan is not usurious or otherwise illegal under applicable law, (ii) that this Agreement, the Guaranty, the Cash Management Agreement and the Escrow Agreement have been duly and validly authorized, executed and delivered on behalf of the entities comprising Borrower and that all other entities executing documents required hereby are duly authorized to do so, and the signatories to the relevant documentation have been duly empowered to execute and deliver the same, (iii) that this Agreement, the Guaranty, the Cash Management Agreement and the Loan Documents, as amended hereby, are valid, binding and enforceable against Borrower in accordance with their respective terms, and (iv) such other matters as Lender requires.

(d) Payment to Lender by Borrower of: (i) \$200,000 from the operating accounts maintained by Borrower with respect to the Property (and not the personal funds of the partners in Partnership) to be applied by Lender to pay a portion of 1997 first installment real estate taxes with respect to the Property; and (ii) an amount equal to \$388,748, representing Property revenues in the possession of Borrower, as well as management fees paid for the period after May 1, 1998 which are in excess of the amount of management fees allowed to be paid pursuant to Section 2(k) below, which shall be held by Lender in the escrow accounts maintained by Lender for the payment of real estate taxes and insurance premiums with respect to the Property pursuant to Section 7.15 of the Mortgage.

(e) Delivery to Lender of a joinder to this Agreement by Junior Lender (with respect to the provisions of Section 10 hereof) and a written consent and subordination, in form and content satisfactory to Lender, from each and every party designated by Lender (including tenants) holding a subordinate lien or interest on the Property, to provide their respective consents in all respects to the transactions set forth herein and their continued subordination of their respective liens to the Loan Documents as modified. Borrower hereby certifies to Lender that, other than the lien for 1997 and 1998 real estate taxes with respect to the Property, there are no subordinate liens or interests on the Property which have not been previously consented to or agreed to in writing by Lender.

(f) Delivery to Lender of (i) subordination, non-disturbance and attornment agreements on Lender's standard form, and (ii) estoppel certificates, in form and substance satisfactory to Lender, signed by each tenant of the Property leasing more than 5,000 square feet of space in the Property. The estoppel certificates shall include

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statements by the tenants acknowledging that their respective leases are in full force and effect, that the tenants are in occupancy and engaging in the business for which their space was leased and paying rent on a current basis with no rental offsets or claims that there has been no prepayment of rent other than that provided in the approved leases, and that there are no actions pending against any of the tenants under any bankruptcy or insolvency laws. Borrower shall furnish any other documents which may be required by Lender to carry out the above intent.

(g) Delivery to Lender of the Escrow Agreement (as defined below) duly executed by Borrower, Guarantors and Junior Lender, together with all deposits to be made by Borrower and Junior Lender pursuant to the Escrow Agreement.

(h) Delivery to Lender by Peter Dellaportas, Daniel Silverberg and Mark Munsell (each, a "Guarantor" and, collectively, the "Guarantors") of a duly executed Guaranty in the form attached hereto as Exhibit B (the "Guaranty").

(i) Delivery to Lender of the Cash Management Agreement in the form attached hereto as Exhibit C (the "Cash Management Agreement"), duly executed by Borrower.

(j) Submission to Lender, and approval by Lender, of a budget (the "Approved Budget") for the period commencing upon the Effective Date and ending on November 1, 1999. The Approved Budget shall set forth estimated revenues and operating expenses in sufficient detail for review by Lender, for each month included in the term of the Approved Budget.

(k) Delivery to Lender of an amendment to the Management Agreement dated June 1, 1993 by and between Trustee and First National Realty Management Company, Inc., pursuant to which the manager thereunder agrees to defer until the repayment in full of the Loan and all amounts payable pursuant to the Loan Documents all management fees, reimbursements and other amounts payable to the manager, other than the actual costs reasonably incurred in connection with maintaining an on-site property manager located at the Property, including salary and benefits payable to such on-site manager (the "On-Site Manager Costs"). In no event shall the On-Site Manager Costs exceed \$45,000 in any one-year period.

If any of the foregoing conditions precedent are not fulfilled on or before June 15, 1998, Lender, in its sole discretion, shall have the right, upon giving either written notice or oral notice with written confirmation, to either (x) extend the date for completion of such conditions precedent for such period of time as Lender deems appropriate, or (y) terminate this Agreement. If the foregoing conditions precedent are not timely fulfilled and Lender elects to terminate this Agreement (whether on June 15, 1998 or after any extended time period permitted by Lender), Lender shall immediately be entitled to exercise any and all remedies that it may have under any of the Loan Documents as a result of the Existing Defaults or as a result of any other defaults that may have occurred under any of the Loan Documents.

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3. Limitation on Payments. Until the Loan and all amounts payable pursuant to the Loan Documents are paid in full, Borrower shall not make any payments with respect to the Subordinate Loan, any distributions of cash or property or any other payments to, or make any loans to, any general or limited partners of Borrower or any other party affiliated with Borrower or any of its general or limited partners for any reason whatsoever, nor shall Borrower pay or contract to pay any management, leasing or other fees or commissions to Borrower or any of Borrower's general or limited partners or any entity affiliated therewith, except that Borrower may pay On-Site Manager Costs on a monthly basis not to exceed \$45,000 in any one-year period. Borrower represents and warrants that, during the six-month period preceding the Effective Date, (i) Partnership has not made any distributions, whether of Property revenues or other funds in the possession of Partnership, to any partners in Partnership, and (ii) Borrower has not made any payments to Junior Lender with respect to any principal, interest or other amounts payable with respect to the Subordinate Loan, except as disclosed in Section 10 below.

4. Limitation on Leasing. Notwithstanding anything to the contrary contained in any of the Loan Documents, Borrower shall not enter into, modify or terminate any leases, options to lease or other agreements for the use or occupancy of space in the Property, or enter into binding letters of intent or commitments therefor, without first obtaining the prior written consent of Lender to the terms thereof, which consent may be granted or withheld by Lender in its sole and absolute discretion. The consent by Lender to the terms of a lease shall not in any way obligate Lender to make a Future Funding to pay costs associated with any such lease.

5. Increase in Principal Indebtedness; Future Fundings. The outstanding principal balance of the Loan as of the date hereof (exclusive of the Future Fundings), as defined below is \$17,674,947.81. Lender hereby agrees to lend to Borrower, upon the terms and subject to the conditions set forth herein, the following amounts, in one or more disbursements (each such disbursement referred to as a "Future Funding"; such disbursements referred to collectively as the "Future Fundings"):

(a) The amount of \$666,300.54, to be disbursed as of the date hereof to pay a portion of past due first installment 1997 real estate taxes with respect to the Property; and

(b) At the election of Lender, in its sole and absolute discretion, up to \$600,000 to pay (1) real estate taxes for the Property which are due and payable, to the extent funds on deposit in the escrow account maintained by Lender for the payment of real estate taxes pursuant to Section 7.15 of the Mortgage are not sufficient to pay such real estate taxes, and (2) leasing commissions payable to unaffiliated third party brokers and costs of tenant improvements associated with new leases of space in the Property which have been approved by Lender pursuant to Section 4 above, to the extent sufficient funds are not available in the Leasing Reserve to pay such costs.

The maximum principal amount of the Note, including the maximum amount of the Future Fundings, shall be \$18,941,248.35. All references in the Loan Documents to the principal amount of the Loan or Note shall be deemed to refer to the amount of \$18,941,248.35 (in words and/or figures as appropriate). The Future Fundings may be borrowed for the purposes described in subsection (b)(2) above only if Lender has approved the items to be paid

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or reimbursed with such Future Fundings in its sole discretion. Lender's obligation to make each Future Funding is conditioned upon Borrower's performance and satisfaction of the following conditions precedent:

(i) No default or event of default then exists under any of the Loan Documents, including, without limitation, this Agreement (any such occurrence described in this clause (i) referred to herein as an "Event of Default");

(ii) If the disbursement sought is for tenant improvements, leasing commissions or any other item with regard to a lease or tenancy, Lender shall have received and approved the applicable lease pursuant to Section 4 above, and, with respect to the final disbursement for construction of any tenant space or disbursements of installments of unaffiliated third party broker's commissions due upon the occupancy by a tenant of its space, Lender shall also have received a tenant estoppel certificate and subordination, non-disturbance and attornment agreement on Lender's standard forms from each such tenant;

(iii) Lender shall have received a date down endorsement to the Title Policy covering the date of disbursement, increasing the amount of coverage afforded by the Title Policy by the amount of the Future Funding and showing that there are no additional exceptions to title except as consented to in writing by Lender; and

(iv) If the disbursement sought includes any amounts for leasing commissions, costs of construction or for furnishing of labor, materials or other lienable amounts, Lender shall have received:

(a) Copies of fixed price contracts for all labor and materials and commission agreements with real estate brokers;

(b) A photocopy of each building or other permit required for the work for which disbursement is sought;

(c) If and to the extent requested by Lender, copies of plans and specifications for work for which disbursement is sought in detail reasonably satisfactory to Lender (which plans and specifications Lender shall review and approve or disapprove within ten business days of receipt); provided, however, that Lender's approval shall not be required as to any plans and specifications which the landlord under the lease does not have the right to approve;

(d) Copies of invoices, lien waivers satisfactory to the Title Company and all other backup information reasonably requested by Lender to verify amounts for which disbursement is sought have actually been incurred and that the Property will be free of liens.

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Additionally, to the extent that any disbursement concerns construction, such disbursements shall be subject to inspection of the work by representatives of Lender to the extent required by Lender. All documentation to be submitted to Lender pursuant to this subparagraph (iv) shall be deemed to satisfy the applicable condition only if reasonably satisfactory to Lender in form and substance. At Lender's election at any time, the Future Fundings shall be funded through a construction escrow with the Title Company on terms and conditions reasonably satisfactory to Lender and its counsel. Borrower shall pay all title and escrow fees and all other reasonable costs and expenses associated with the Future Fundings. Future Fundings shall be made not more frequently than once each calendar month. Lender shall not be obligated to make any Future Funding on a date requested unless Lender has received all required documentation in satisfactory form at least fifteen days prior to the desired date of the disbursement. No disbursement shall be made for offsite materials or for materials stored on site, except as Lender may otherwise agree in writing. A ten percent (10%) retention shall be withheld from all disbursements for labor and materials until completion of the applicable work and receipt of final lien waivers. Borrower shall indemnify Lender and hold Lender harmless from and against all claims, injury, damage, loss, liability, cost or expense (including reasonable attorney's fees, costs and expenses) of any and every kind to any persons and property by reason of construction of any improvements or any other matter arising in connection with the Future Fundings. Lender may waive any condition precedent for any Future Funding from time to time, but such condition precedent shall not be deemed waived thereby with regard to any additional Future Funding except as Lender may otherwise agree. No waiver shall be enforceable against Lender unless set forth in a writing executed by Lender (except that Lender may waive a condition precedent for a single Future Funding by disbursing the proceeds thereof).

6. Extension of Maturity Date. The maturity date of the Loan is hereby extended, as of the Effective Date, from May 31, 1998 to November 1, 1999. Unless sooner prepaid, the principal amount of the Loan and any accrued and unpaid interest, and all other sums due in connection with the Loan shall be due and payable on November 1, 1999. Any reference contained in any of the Loan Documents to the "Maturity Date" of the Loan or to "May 31, 1998" as the maturity date of the Loan shall be deemed to refer to November 1, 1999.

7. Payment of Fees and Costs. Borrower agrees to pay to Lender the following in connection with this Agreement:

(a) A fee in the amount of \$94,706 (the "Extension Fee"). The Extension Fee shall be deemed fully earned by Lender upon the execution and delivery by Lender of this Agreement.

(b) All costs associated with the transaction contemplated hereby incurred by Lender ("Reimbursable Costs") including, but not limited to, the out of pocket fees and expenses of Lender's outside counsel, lockbox charges, lockbox monitoring expenses, environmental and other consultants, title and UCC search charges, recording fees and title insurance policy or endorsement premiums.

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The Extension Fee and the Reimbursable Costs shall be collectively referred to herein as the "Deferred Fees." The Deferred Fees shall be paid by Borrower from time to time to the extent Gross Revenues (as defined in the Note) are available for the payment of the Deferred Fees pursuant to the terms of the Note; provided, however, that, if not sooner paid, the Deferred Fees shall become due and payable in their entirety upon the Maturity Date or any earlier date upon which the Loan becomes due and payable, whether through acceleration or otherwise. Interest shall accrue on the outstanding amount of the Deferred Fees from time to time at the Accrual Rate (as defined in the Note) set forth in the Note.

8. Additional Amendments to Note.

The Note shall be amended as follows, effective as of the Effective Date:

- (i) The principal amount of the Note shall be modified to be \$18,941,248.35;
- (ii) The first grammatical paragraph of the Note shall be deleted and the following inserted in its place:

"FOR VALUE RECEIVED, AMALGAMATED TRUST AND SAVINGS BANK, not personally out as Trustee under Trust Agreement dated June 21, 1984 and known as Trust No. 4951 (hereinafter known as the "Maker"), hereby promises to pay to the order of THE TRAVELERS INSURANCE COMPANY, a Connecticut corporation ("Payee"), in the manner hereinafter provided, the principal sum of \$18,941,248.35 (the "Loan") in lawful money of the United States of America, or so much thereof as has been disbursed and not repaid from time to time, together with interest on the amount outstanding from time to time accruing at the rate of Eight and One-Half Percent (8.50%) per annum (the "Accrual Rate"), which shall be paid as follows:

(i) Payments shall be due on the first day of June, 1998, and on the first day of each month thereafter through and including October, 1999 in the amount of interest which would have accrued on the outstanding principal balance from time to time during the immediately preceding month at the Pay Rate (as defined below). The "Pay Rate" shall mean Six Percent (6.00%) per annum. As the monthly installments of interest calculated based on the Pay Rate will be less than the amount of interest accruing for each applicable month under the Accrual Rate, the deficiency for each month will be deferred (all such deficiencies, together with interest thereon as set forth herein are collectively referred to herein as the "Deferred Interest") and shall be payable from Gross Revenues as set forth below. Interest shall accrue on all Deferred Interest and Deferred Fees (as defined below) at the Accrual Rate, such interest to be compounded monthly. The Deferred Interest (and interest thereon) may be prepaid without prepayment penalty or premium.

(ii) Payments of Deferred Interest shall be due on the 20th day of June, 1998, and on the 20th day of each month thereafter through and including October, 1999 in an amount equal to the lesser of (a) the total amount of

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Deferred Interest, and (b) the amount of available Gross Revenues for the calendar month immediately prior to the month in which such payment is due which remain after application of Gross Revenues in the manner set forth in this Note.

(iii) Payments of the outstanding principal balance of this Note shall be due on the 20th day of June, 1998, and on the 20th day of each month thereafter through and including October, 1999 in an amount equal to the amount of available Gross Revenues for the calendar month immediately prior to the month in which such payment is due after application of Gross Revenues in the manner set forth in this Note.

(iv) A final payment on the Maturity Date of all principal, all accrued and unpaid interest (including Deferred Interest) and all other amounts evidenced hereunder or payable pursuant to the Loan Documents, including the Deferred Fees and Additional Interest.

APPLICATION OF GROSS REVENUES

Maker hereby covenants and agrees to apply all Gross Revenues (as defined below) of the Mortgaged Property (as defined in the Mortgage) for each calendar month to pay the following amounts, in the order listed, with respect to the applicable calendar month, after first paying any fees and expenses payable pursuant to Section 3(a) of the Cash Management Agreement (as defined below):

(1) Approved Operating Expenses (as defined below) remaining after first applying any cash on hand in the possession of Maker or its beneficiary, including funds on deposit in the Cash Collateral Disbursements Account (as defined in the Cash Management Agreement), to the payment of such Approved Operating Expenses;

(2) interest payable with respect to this Note calculated at the Pay Rate;

(3) amounts required to fund the escrow accounts maintained by Lender for the payment of real estate taxes and insurance premiums pursuant to Section 7.15 of the Mortgage (including any past due amounts) which, in the case of real estate taxes, shall be funded not through equal monthly installments but by applying all available Gross Revenues to the escrow account maintained for the payment of real estate taxes until the balance in such account is equal to Lender's estimate of the full amount of the next due installment of real estate taxes;

(4) amounts required to fund (and replenish) the Working Capital Reserve (as defined in the Cash Management Agreement) up to the applicable maximum level set forth in the Cash Management Agreement;

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(5) amounts required to fund the Leasing Reserve (as defined in the Cash Management Agreement) up to the maximum amount set forth in the Cash Management Agreement;

(6) Deferred Interest;

(7) the Deferred Fees (as defined below); and

(8) the outstanding principal amount due under this Note.

For the purposes of this Note, the following terms shall have the meanings set forth below:

Approved Budget shall mean have the meaning set forth in the Second Modification.

Approved Operating Expenses shall mean, for the applicable period, all bonafide, third party, commercially reasonable expenses, excluding real estate taxes, actually incurred in connection with the operation, management and ownership of the Mortgaged Property for the applicable period which are set forth in, and do not exceed the line items of expense categories contained in, the Approved Budget.

Cash Management Agreement shall mean the Cash Management Agreement dated as of July 27, 1996 entered into by Maker, Maker's property manager and Payee.

Deferred Fees shall have the meaning set forth in the Second Modification.

Gross Revenues shall mean all revenues of the Property from any source for the applicable period, including, without limitation, all rental income (including base rent, additional rent and percentage rent), real estate tax and operating cost reimbursements and adjustments, and all other receipts and income received by Maker with respect to its ownership, operation, management and leasing of the Mortgaged Property, but excluding tenant security deposits which have not been applied to the obligations of the tenant pursuant to the terms of the applicable lease. Gross Revenues shall include any amounts received by Maker and its beneficiary in connection with any claims by Maker and its beneficiary in connection with any bankruptcy or insolvency proceedings involving Montgomery Ward & Co., Incorporated or its affiliates ("Wards") or any other tenant of the Mortgaged Property including, without limitation, claims with respect to the rejection by a tenant of its lease of space in the Property in any bankruptcy or insolvency proceedings.

Leasing Reserve shall have the meaning set forth in the Cash Management Agreement.

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Second Modification shall mean the Second Modification Agreement dated as of July 2, 1998 entered into by Maker and Payee.

Working Capital Reserve shall have the meaning set forth in the Cash Management Agreement.

ADDITIONAL INTEREST

In addition to all other interest to be paid by Maker hereunder, during the period commencing with the Effective Date (as defined in the Second Modification) and ending on the Repayment Date (as hereinafter defined), upon the occurrence of any Transfer Event or Appraisal Event (as hereinafter defined) (each an "Additional Interest Event") Maker shall be obligated to pay to Payee an amount ("Additional Interest") equal to the Applicable Percentage (as hereinafter defined) of all Net Proceeds (as hereinafter defined) realized (or deemed realized) from an Additional Interest Event in excess of the Existing Indebtedness; provided, however, that the maximum amount of Additional Interest which shall be payable to Payee shall be \$600,000 (the "Maximum Additional Interest"). Additional Interest paid to Payee is additional consideration for entering into the Second Modification, shall be deemed to be earned in full upon receipt by Payee and the obligation of Maker to pay Additional Interest shall be secured by the Mortgage and other Loan Documents.

Notwithstanding anything to the contrary contained herein, in the event that an Additional Interest Event occurs prior to the receipt by Maker (or its beneficiary) of all amounts payable to Maker (or its beneficiary) with respect to any claims of Maker (or its beneficiary) in connection with the pending bankruptcy proceedings involving Wards including, without limitation, any amounts payable to Maker (or its beneficiary) in connection with the rejection by Wards of its lease of space in the Mortgaged Property (the "Wards Claim"), then Maker shall pay Payee, in addition to the amounts of Additional Interest otherwise payable in connection with such Additional Interest Event, an amount (the "Wards Additional Interest") equal to thirty percent (30%) of any amounts received by Maker in payment or satisfaction of the Wards Claim, notwithstanding the repayment in full of all other amounts payable under this Note and the other Loan Documents; provided, however that the sum of Additional Interest and the Wards Additional Interest shall not exceed the Maximum Additional Interest. The obligation of Maker to pay the Wards Additional Interest shall be secured by a first perfected pledge and grant of security interest in Maker's and its beneficiary's right, title and interest in and to the Wards Claim, pursuant to documentation satisfactory in form and substance to Payee. The obligation of Maker to pay the Wards Additional Interest shall survive the repayment in full of the Loan and the release of the Loan Documents.

In no event shall Payee be obligated to return any Additional Interest payments received pursuant to this Note. Maker (and its beneficiary) shall not enter into any contract or agreement which would cause the occurrence of a

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Transfer Event unless the Net Proceeds to be received by Maker at the time of the occurrence of the Transfer Event are sufficient to repay in full all amounts owed pursuant to the Loan Documents, including Deferred Interest, Deferred Fees and Additional Interest. Maker shall notify Payee regarding any proposed sale of the Mortgaged Property at least 10 business days prior to the execution of a binding agreement regarding such sale.

The following shall apply to the construction and interpretation of this Note: The obligations contained herein to pay Additional Interest are not intended to permit or constitute consent to a prepayment, transfer or secondary financing prohibited by the terms of the Mortgage or other Loan Documents or to modify or vitiate any restrictions thereon; the fact that Additional Interest will be payable with respect to any event shall not be deemed to permit the occurrence of such event if such event would otherwise be prohibited. The obligation to pay Additional Interest will not be deemed to contradict or be inconsistent with the restrictions, limitations or prohibitions on prepayment, transfer or secondary financing contained in the Mortgage or this Note. Moreover, the obligation to pay Additional Interest shall be construed so as to require the payment of Additional Interest in an event takes place which does not literally require the payment of Additional Interest, but which, in substance results in the transfer of all or substantially all of the benefits and burdens of ownership of the Property or any part thereof or a controlling or majority interest in Maker or its beneficiary (whether direct or indirect). Nothing herein shall be deemed to create a partnership or joint venture relationship between Maker and Payee. The obligations of Maker to Payee to pay Additional Interest are intended to be, and shall in all events be construed as, obligations of a borrower to pay interest to a lender; Payee, by its acceptance hereof, disclaims any ownership interest in the Property.

"Applicable Percentage" means, (a) with respect to an Additional Interest Event occurring during the period beginning on the Effective Date and ending on October 31, 1998, ten percent (10%), (b) with respect to an Additional Interest Event occurring during the period beginning on November 1, 1998 and ending on April 30, 1999, twenty percent (20%), and (c) with respect to an Additional Interest Event occurring during the period beginning on May 1, 1999 and ending on November 1, 1999, thirty percent (30%).

"Appraisal Event" means, at Payee's election, the occurrence of any of the following: (i) unless expressly permitted under the Loan Documents, any sale or transfer of the Mortgaged Property, of any economic interest in the Mortgaged Property or of any direct or indirect interest in Maker or its beneficiary that does not constitute a Transfer Event; (ii) a Refinance; (iii) a casualty or condemnation affecting the Mortgaged Property if the insurance or condemnation proceeds are not applied to restore the Mortgaged Property; or (iv) the Maturity Date or any earlier date on which the Loan shall be required to be paid in full, whether by acceleration or otherwise.

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"Appraised Value" means the market value of the Mortgaged Property based on current market conditions with respect to the Mortgaged Property as of a date not earlier than 60 days prior to an Appraisal Event or a Transfer Event, as the case may be, determined by one or more independent MAI appraisers as set forth below. Maker and Payee shall each retain an appraisal firm with not less than ten years experience in appraising comparable properties in the Chicago Metropolitan Area to appraise the Mortgaged Property. If the two appraisals vary by less than 10%, the market value shall be the average of the two. If the appraisals vary by more than 10%, then the two firms shall choose another appraisal firm meeting the qualifications set forth above, which firm shall render its opinion of value. If a third firm is retained, the market value shall be the average of the two appraisals closest in value. If Maker fails to retain an appraiser within 10 days of Payee's request, the market value shall be the amount determined by Payee's appraiser. In any such case, the determination so made shall be conclusive and binding on Maker and Payee.

"Existing Indebtedness" means the sum of

(i) the remainder obtained by subtracting (a) all amounts on deposit in the Working Capital Reserve, the Leasing Reserve and the escrow accounts maintained by Payee for the payment of real estate taxes and insurance premiums pursuant to Section 7.15 of the Mortgage, from (b) the outstanding principal balance of this Note (including any unpaid Deferred Interest and any unpaid amount of the Deferred Fees) and all other amounts payable pursuant to the Loan Documents (other than Additional Interest); plus

(ii) the sum of (x) the lesser of (a) \$1,150,000, or (b) the principal amount of the Subordinate Loan outstanding at the time of calculation of Additional Interest, and (y) accrued interest on the applicable amount set forth in subsection (a) or (b) immediately above at the contract interest rate applicable in the absence of a default, not to exceed 12.5% per annum, pursuant to the Subordinate Loan Documents.

"Net Proceeds" means:

(i) in the case of an Appraisal Event, other than an Appraisal Event resulting from a casualty or condemnation, the Appraised Value less the estimated amount of customary closing costs not to exceed 1% of the Appraised Value and customary prorations in favor of the purchaser, including real estate taxes and bonafide accrued obligations to unaffiliated third parties (excluding broker's commissions paid to affiliates of Maker's beneficiary);

(ii) in the case of an Appraisal Event resulting from a casualty or condemnation, the insurance or condemnation proceeds less the reasonable costs incurred in settling with the insurer or obtaining a condemnation award not to exceed 1% of the insurance or condemnation proceeds plus the Appraised Value of the remaining portion of the Mortgaged Property, if any;

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(iii) in the case of a Transfer Event, the value of all consideration received in connection with such Transfer Event including cash, notes, assumed indebtedness, deferred payments (contingent or otherwise), prepaid expenses, non-customary prorations in favor of the seller less reasonable and customary costs and expenses of transfer not to exceed 2% of the aggregate consideration and bonafide accrued obligations to unaffiliated third parties, including, without limitation, real estate taxes, which either (i) are paid at closing or (ii) result in a credit at closing in favor of the buyer (excluding broker's commissions paid to affiliates of Maker's beneficiary); provided that if the aggregate consideration for the Mortgaged Property is not readily ascertainable or if Payee in its sole discretion disputes the computation of aggregate consideration, Net Proceeds shall mean the Appraised Value less reasonable and customary costs and bonafide accrued obligations to unaffiliated third parties which either (i) are paid at closing or (ii) result in a credit at closing in favor of the buyer with respect to a Transfer Event as provided above.

"**Repayment Date**" means the date upon which the entire principal balance of the Loan, all interest thereon and all other sums due pursuant to the Loan Documents, including Additional Interest have been paid in full.

"**Refinance**" means any refinancing or payoff of the Loan or the Subordinate Loan in their entirety (i.e. the payment of the entire outstanding principal balance, all unpaid interest and all other sums due under the Loan Documents or the loan documents evidencing and securing the Subordinate Loan), whether by another loan, a syndication or other sale of equity interests in Maker or its beneficiary or the issuance of securities or otherwise.

"**Subordinate Loan**" means the loan in the principal amount of \$1,950,000 evidenced by the Promissory Note dated August 17, 1993 executed by Maker, as maker, for the benefit of Dan K. Silverberg, agent, as payee, and secured by a Second Mortgage encumbering the Mortgaged Property.

"**Transfer Event**" means any of the following made to a third party in an arm's length transaction for fair value: (i) any sale, assignment, transfer, exchange or other disposition of the entire Property or 100% of the beneficial interest in Maker.

(iii) The prepayment provisions of the Note are hereby revised by substituting the following for the provisions added to the Note pursuant to Section 5 of the First Amendment:

"Maker may make prepayment in full of the indebtedness evidenced hereby on any payment date, upon thirty (30) days' prior written notice thereof to Payee, without payment of any prepayment charge or penalty."

9. Additional Amendments to Mortgage.

The Mortgage shall be amended as follows, effective as of the Effective Date:

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(i) the reference to the "Note" set forth in Section 1.1(a) of the Mortgage shall refer to the Note as amended pursuant to this Agreement.

(ii) The interest rate of eight percent (8%) referred to in Section 1.1(b) of the Mortgage shall be deleted and the Accrual Rate (as defined in the Note) inserted in its place.

(iii) The "Maturity Date" of May 31, 1996, as such date may be extended, set forth in Section 1.1(c) shall be deleted and the "Maturity Date" of November 1, 1999 inserted in its place.

(iv) The definition of "Indebtedness" set forth in Section 1.1(e) shall be modified to include, in addition to the items listed therein, Deferred Interest, the Deferred Fees and Additional Interest (as such terms are defined in the Note).

(v) The following shall be added at the end of Section 7.14:

"By not later than the 15th day of each calendar month, Mortgagor and Beneficiary shall provide to Mortgagee the following items with respect to the prior calendar month:

(a) a cash basis operating statement for the Mortgaged Property comparing actual results to the operating budget approved by Mortgagee, and setting forth the amount of all cash on hand in any accounts maintained with respect to the Mortgaged Property and the amounts and descriptions of all outstanding accounts payable and receivable with respect to the Mortgaged Property; and

(b) a rent roll for the Mortgaged Property containing such detail as may be required by Mortgagee.

(vi) All prior waivers by Lender of its rights to require deposits for Impositions (as defined in the Mortgage) pursuant to Section 7.15 of the Mortgage are hereby revoked and Lender shall require, and Borrower agrees to cause, such deposits to be made from Gross Revenues (as defined in the Note) in the manner provided in the Note and the Cash Management Agreement.

10. Amendments to Subordination Agreement; Payment to Junior Lender. Lender acknowledges that Borrower has disclosed to Lender the payment of \$35,937.50 to Junior Lender in April, 1998 and agrees that the making of such payment does not constitute an Event of Default under this Agreement or any of the documents delivered in connection with this Agreement. The Subordination Agreement is hereby amended by as follows:

(i) All references in the Subordination Agreement to the Loan Documents shall be deemed to refer to the Loan Documents as modified and supplemented pursuant to this Agreement.

(ii) The following shall be added to the end of Section 11(a):

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"No payment shall be made by Borrower with respect to any Subordinate Loan or any amounts payable pursuant to the Subordinate Loan Documents until the repayment in full of all amounts payable pursuant to the Loan Documents and Junior Lender agrees that it shall not accept any such payments and that any amounts received by Junior Lender in contravention of the foregoing shall be held in trust by Junior Lender for the benefit of Travelers."

11. Escrow Agreement. Contemporaneously with the execution of this Amendment, Borrower shall execute and deliver, and shall cause the Title Company to execute and deliver, to Lender, an escrow agreement (such agreement, as it may be amended, modified or restated from time to time, together with all substitutions and replacements thereof, is called the "Escrow Agreement"). in form and substance satisfactory to Lender. The Escrow Agreement shall provide, among other things, that, upon the occurrence of an Event of Default, and the election of Lender in its sole and absolute discretion to proceed under the Escrow Agreement, the transfer documents identified in the Escrow Agreement shall irrevocably be delivered to Lender (or Lender's designee") and/or recorded and filed in the appropriate governmental offices. Such transfer documents shall be sufficient to convey to Lender fee simple title to the Mortgaged Premises, subject to no exceptions other than (i) the Loan Documents, (ii) the title exceptions set forth in the Title Policy (as defined in the Escrow Agreement) and (iii) such other exceptions as may be approved by Lender in its sole discretion. Such transfer documents shall include without limitation, a trustee's deed, release of the Subordinate Loan Documents, bill of sale, assignment of leases and rents, assignment of property agreements, assignment of intangibles, a non-foreign status certificate, a release from the Borrower and Guarantors, an ALTA statement [Owners Affidavit] and a "gap" undertaking, each duly executed and acknowledged by Borrower and each in form and substance satisfactory to Lender. In the event that upon the occurrence of an Event of Default, Lender elects in its sole and absolute discretion to institute a foreclosure proceeding with respect to the Mortgage (a "Foreclosure Action"), Borrower and Subordinate Lender hereby covenant and agree not to interfere in any manner with the timely and orderly completion of such Foreclosure Action, which interference shall, for purposes hereof, include the institution or filing of any action, case or proceeding before or by any court, administrative agency or arbitration panel, or the assertion of any affirmative defenses, counterclaims or crossclaims by Borrower, Subordinate Lender, any Guarantor or any Affiliated Person (as defined in the Mortgage) seeking (x) to prevent, delay, stay or enjoin, permanently or temporarily, the timely and orderly completion of the Foreclosure Action, or (y) a declaratory judgment or other relief precluding, limiting or affecting the Foreclosure Action.

12. Hazardous Substances. Borrower hereby remakes and reaffirms as of the date hereof its representations, warranties and covenants set forth in Section 7.24 and 7.25 of the Mortgage. Borrower hereby further covenants and agrees that Borrower will not permit any use, generation, transportation, treatment, handling, storage or disposal of any hazardous materials on the Property except by typical Property tenants in the normal course of their business, in a manner consistent with their occupancy and in compliance with all applicable federal, state, county or local laws, rules or regulations and in accordance with the terms of their leases; provided, however, that such hazardous materials in the quantities used are not known or suspected to pose a health or safety hazard to occupants, employees or visitors to the Property

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or to any adjacent property and provided also that such hazardous materials are not permitted to accumulate on the Property in amounts in excess of those required in the ordinary course of any tenant's business. Borrower shall deliver to Lender copies of all notices of environmental violations immediately upon Borrower receiving the same. Borrower agrees that it will not enter into a new lease of space in the Property, or renew or extend any existing lease of space in the Property, with a tenant which operates a dry cleaning processing plant at the Property.

13. Compliance with ADA. Borrower hereby agrees to comply with and cause the Property to comply with any and all applicable provisions of the American with Disabilities Act of 1989, and all rules and regulation promulgated thereunder.

14. Loan Documents. This Amendment, the Cash Management Agreement, the escrow Agreement and the Guaranty shall be deemed to be Loan Documents, and the Borrower's failure to perform, observe or comply with any of its agreements or undertakings or any provision or requirement, set out herein or therein shall constitute a default under the Note, the Mortgage and the other Loan Documents, and Lender shall be entitled to exercise (in Lender's discretion) any or all of Lender's rights or remedies available on account of such default under the Note, the Mortgage, the Loan Documents or at law or in equity.

15. Release of Lender. Borrower hereby acknowledges that the amount of principal due under the Note as of the date hereof is \$17,674,947.81, exclusive of any Future Fundings. In addition, Borrower hereby acknowledges that, as of the date hereof, there are no offsets, counterclaims or defenses of any nature whatsoever, known or unknown, related to the Loan, the Loan Documents or the obligations of Borrower thereunder. Nevertheless, if and to the extent that Borrower is deemed to have any such offsets, counterclaims, or defenses, Borrower for itself and for each of its past, present and future agents, attorneys, representatives, officers, directors, partners, shareholders, heirs, executors, administrators, successors and assigns, as applicable (collectively, the "Releasers"), for and in consideration of the execution and delivery of this Agreement, the covenants and agreements set forth herein, and for other good and valuable consideration received by Borrower, the receipt and sufficiency of which are hereby acknowledged, hereby release, remise, and forever discharge Lender and any and all of its divisions, subsidiaries, parents, affiliates and other related entities (whether or not such entities are wholly-owned) and each of its past, present and future directors, trustees, fiduciaries, administrators, officers, agents, employees, servants, shareholders and attorney, (as well as the predecessors, successors and assigns of each of them) (collectively, the "Releasees") of and from all manner of actions, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, trespasses, damages, judgments, liability, rights of offset, executions, claims, counterclaims and demands, whatsoever, in law or in equity, known or unknown, liquidated or unliquidated, suspected or unsuspected, foreseen or unforeseen, which the Releasers, or any of them, now have, ever had, or hereafter can, shall or may have, or may hereafter assert against one or more of the Releasees for or by reason of:

(a) any controversy, matter, claim, damage or cause of action whatsoever (including, without in any way limiting the generality of the foregoing, all direct and indirect claims either for direct, consequential, or punitive damages of any kind) arising or accruing on or before the date hereof, whether known or unknown, liquidated or unliquidated, suspected or unsuspected, foreseen or unforeseen at the present time; or

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(b) any acts, omissions to act or events occurring at any time or times on or before the date hereof which result or may result in present or future claims of any kind (including, without in any way limiting the generality of the foregoing, all direct and indirect claims either for direct, consequential, or punitive damages of any kind);

arising out of, incurred in connection with or in any way relating to any of the Loan Documents, the Loan (including, without limitation, the administration of the Loan) or the Property (collectively, the "Released Claims") and hereby waive any and all defenses that they may otherwise be entitled to raise against Lender with respect to any of the Released Claims. Borrower further expressly represents and warrants that none of the Releasers have sold, granted, transferred or assigned or caused to be sold, granted, transferred or assigned to any other person, firm, corporation or other entity any portion of the Released Claims nor any portion of any recovery or settlement to which they may be entitled. In addition, Borrower hereby expressly covenants and agrees, that none of the Releasers shall bring, or assist in bringing, any claim, action, cause of action, or proceeding regarding or in any way related to any of the Released Claims, and Borrower further agrees that the release set forth in this Section 15 is, will constitute, and may be pleaded as, a bar to any such claim, action, cause of action or proceeding. Borrower further agrees that the release set forth in this Section shall not be set aside for any unilateral or mutual mistake either in law or fact, and, further, Borrower acknowledges that no promises or inducements whatsoever, other than the consideration recited herein, will be or have been made to Borrower by the Releasees to induce Borrower to agree to release the Releasees as set forth in this Section 15.

16. Relief from Automatic Stay. Borrower hereby agrees that, in consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration including the forbearance of Lender from exercising its rights and remedies otherwise available to it under the Loan Documents, the receipt and sufficiency of which are hereby acknowledged, in the event Borrower shall (i) file with any bankruptcy court of competent jurisdiction or be the subject of any petition under Title 11 of the United States Code, as amended ("Bankruptcy Code"), (ii) be the subject of any order for relief issued under the Bankruptcy Code, (iii) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors, (iv) have sought, or consented to, or acquiesced in, the appointment of any trustee, receiver, conservator, or liquidator, or (v) be the subject of any order, judgment, or decree entered by any court of competent jurisdiction approving a petition filed against such party for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or relief for debtors, then, subject to court approval, Lender shall thereupon be entitled and Borrower irrevocably consents to relief from any automatic stay imposed by Section 362 of the Bankruptcy Code, or otherwise, on or against the exercise of the rights and remedies otherwise available to Lender as provided in the Loan Documents, and as otherwise provided at law or in equity, and Borrower hereby irrevocably agrees that it shall not object to, and hereby irrevocably waives its right to object to, Lender's request for any such relief.

17. Waiver of Statutory Rights. For and in consideration of the covenants and agreements contained herein, Borrower hereby agrees that, to the extent permitted by law, it

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shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of the Mortgage, but hereby waives the benefit of such laws. Borrower for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Property marshalled upon any foreclosure of the lien of the Mortgage and agree that any court having jurisdiction to foreclose such lien may order the Property sold as an entirety. Borrower hereby waive any and all rights of redemption from sale under any order or decree of foreclosure of the Mortgage on their behalf and on behalf of each and every person.

18. Waiver of Jury Trial; Venue. BORROWER AND LENDER EACH HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHT UNDER THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR RELATING THERETO OR ARISING FROM THE LENDING RELATIONSHIP WHICH IS THE SUBJECT OF THE LOAN DOCUMENTS AND THIS AGREEMENT AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. IN ADDITION, BORROWER IRREVOCABLY (A) AGREES THAT ANY SUIT, ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS MAY BE BROUGHT IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS OR IN THE FEDERAL DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION, (B) CONSENT TO THE JURISDICTION OF EACH SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING, (C) WAIVE ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE IN ANY SUCH SUIT, ACTION OR PROCEEDING IN EITHER SUCH COURT, AND (D) AGREE TO JOIN LENDER IN ANY PETITION FOR REMOVAL TO EITHER SUCH COURT.

19. Non-Waiver, etc. Borrower hereby acknowledges and agrees:

(a) Representation by Counsel. That Borrower was represented in the preparation and negotiation of this Agreement (and of all documents executed in connection with this Agreement) by the law firm of Rudnick & Wolfe and obtained legal advice with regard to this Agreement and that this Agreement is the result of negotiations between the attorneys for each party and shall not be construed against Lender by reason of having been drafted by Lender's attorneys.

(b) No Course of Dealing. That any course of dealing, laches, estoppel or waiver established by past forbearance or acquiescence or by entry into this Agreement by Lender shall not extend to any future defaults or Events of Default.

(c) Time of Essence. That time is hereby reestablished as being of the essence with regard to all provisions hereof and of the Loan Documents.

(d) No Waiver. That, except as may be expressly set forth herein, Lender's execution and performance of this Agreement is not and shall not be construed as a waiver, release, amendment or modification of or to any rights, remedies or causes of action which Lender currently has or may hereafter acquire with respect to any

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obligations owed to Lender by Borrower or by virtue of any documents or instruments evidencing, securing or relating to such obligations, nor shall it be deemed an agreement to forbear from exercising any rights or remedies which Lender currently has or may hereafter acquire.

(e) No Obligation to Make Future Extensions. That Lender's agreement hereto shall not be construed as or deemed to grant further extensions or concessions, nor shall it be deemed to require or imply any future settlements nor shall it be construed as a waiver of any defaults or Lender's rights or remedies with regard thereto, except as may be expressly set forth herein.

(f) Borrower Continues to Control Business; No Joint Venture. That Lender has no control over Borrower or its business decisions and that the execution and performance of this Agreement shall not be deemed to create a joint venture or to cause Lender to be or become a fiduciary for Borrower or a mortgagee in possession.

(g) Loan Documents Ratified. That the Loan Documents are ratified and confirmed hereby, are in full force and effect, are unamended except as expressly set forth herein, and no defenses exist to the enforcement thereof. All references in any of the Loan Documents to the terms "Loan Documents," "Loan Instruments," or any other term used to describe any one or more of the Loan Documents shall be deemed to refer to such documents as the same are amended and modified by this Agreement.

20. Amendments in Writing. Borrower acknowledges and agrees that this Agreement, the Note, Mortgage and other Loan Documents, as amended by this Agreement and as each may hereafter be amended from time to time in a writing which specifically provides that such writing amends the Note, Mortgage or other Loan Documents, constitute the entire agreement of the parties with respect to the Property and the Loan, and all prior discussions, negotiations, correspondence, agreements and document drafts are merged herein and therein. Neither Lender nor any employee or agent of Lender has made or is authorized to make any representation or agreement upon which Borrower may rely unless such matter is made for the benefit of Borrower and is in writing signed by an authorized officer of Lender.

21. Miscellaneous. In the event of any conflict or inconsistency between this Agreement and the Loan Documents, the applicable provisions of this Agreement shall govern. The captions herein are used for convenience only; the parties do not intend such captions to be used in interpreting the meaning of the Agreement. In the event a court finds a provision of this Agreement to be unenforceable, such provision shall be severable and the other provisions shall remain in full force and effect.

22. Counterparts. This Agreement may be executed in any number of identical counterparts, each of which for all purposes is to be deemed an original but all of which constitute collectively one agreement.

23. Limitation on Liability. Notwithstanding any provision contained in this Agreement to the contrary or in any agreement to be delivered pursuant to this Agreement, but subject to the last sentence of this Section 23, it is agreed that the partners of Partnership shall

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not be individually or personally liable to Lender by reason of a breach of any obligation of Borrower pursuant to this Agreement, all recourse of Lender against Borrower under this Agreement to be satisfied solely from the assets of Partnership and Trustee (it being agreed that any obligation of a partner to contribute funds or loan funds to Partnership and any negative capital account on the part of a partner of Partnership shall not be deemed an asset of Partnership for the purposes of this Agreement). Proceeds of the Property received by Partnership or Trustee or paid to any partner, property manager or affiliate of either of them shall be deemed assets of Partnership or Trustee, as applicable. Nothing contained in this Agreement, or in any document delivered pursuant to this Agreement, shall in any way limit, release, terminate or waive the liability of Guarantors pursuant to the Guaranty.

24. Existing Defaults. Lender acknowledges and agrees that upon Borrower's execution, delivery and performance of its obligations under this Agreement and the documents to be delivered pursuant to this Agreement, the Existing Defaults shall be deemed cured. Lender represents that, other than the Existing Defaults, it has no actual knowledge of the existence as of the date hereof of any other defaults or Events of Default under the Loan Documents.

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EXECUTED and effective as of the day and year first above written.

PARTNERSHIP: LANSING LANDINGS SHOPPING CENTER
PARTNERSHIP, LTD., an Illinois limited
partnership

By: _____
Its: _____

By: Lansing Landings Investors Limited Partnership,
its general partner

By: Paul K. Fej
Its: GEN'L. PARTNER

AMALGAMATED BANK OF CHICAGO f/k/a

TRUSTEE: AMALGAMATED TRUST AND SAVINGS
BANK, as Trustee as aforesaid

By: _____
Its: _____

LENDER: THE TRAVELERS INSURANCE COMPANY, a
Connecticut Corporation

Counsel's Initial: _____

By: _____
Name:
Title:

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RIDER ATTACHED TO AND MADE A PART OF SECOND LOAN MODIFICATION AGREEMENT

DATED July, 1998 UNDER TRUST NO 4951

This Second Loan Modification Agreement is executed by AMALGAMATED BANK OF CHICAGO, not personally, but solely as Trustee under Trust No. 4951 in the exercise of the power and authority conferred upon and vested in it as such Trustee and is payable only out of the property described in the Trust Deed or Mortgage given to secure payment hereof. It is expressly understood and agreed by each original and successive holder of the Second Modification that no personal liability shall be asserted or be enforceable against the promisor or any person interested beneficially or otherwise in said property specifically described in said Trust Deed or Mortgage given to secure payment hereof or in the property or funds at any time subject to said Trust Agreement, because or in respect of this Second Loan Modification or in the making issue or transfer hereof, all such liability, if any, being expressly waived by each holder and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the guarantor hereof, if any, and each original and successive holder of this Second Loan Modification accepts the same upon the express condition that no duty shall rest upon said AMALGAMATED BANK OF CHICAGO, either personally or as said Trustee, to sequester the rents, issue and profits arising from that sale or other disposition thereof, but in case of default in the payment of this and profits arising from that sale or other disposition thereof, but in case of default in the payment of this Second Loan Modification of any installment hereof, the sole remedy of the holder hereof shall be foreclosure of said Trust Deed or Mortgage given to secure the indebtedness evidenced by this Second Loan Modification in accordance with the terms and provisions in said Trust Deed or Mortgage set forth, or by action to enforce their personal liability of the guarantor, if any, of the payment hereof, or both.

It is expressly understood and agreed by every person, firm, or corporation claiming any interest under this document that AMALGAMATED BANK OF CHICAGO, shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from or affecting the property, soil, water, vegetation, building, personal property, persons or animals thereof, (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials, (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Trustee which are based upon or in any way related to such hazardous materials, including without limitations, attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event any conflict between the provisions of this exculpatory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern.

AMALGAMATED BANK OF CHICAGO, not personally but as Trustee under Trust No. 4951

By [Signature]
Senior Assistant Vice President / Trust Officer

Attest [Signature]
Assistant Vice President / Trust Officer

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EXECUTED and effective as of the day and year first above written.

PARTNERSHIP: LANSING LANDINGS SHOPPING CENTER
PARTNERSHIP, LTD., an Illinois limited
partnership

By: _____
Its: _____

By: Lansing Landings Investors Limited Partnership,
its general partner

By: _____
Its: _____

TRUSTEE: AMALGAMATED TRUST AND SAVINGS
BANK, as Trustee as aforesaid

By: _____
Its: _____

LENDER: THE TRAVELERS INSURANCE COMPANY, a
Connecticut Corporation

Counsel's Initial: _____

By: _____
Name:
Title:

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10/15/2015

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EXECUTED and effective as of the day and year first above written.

PARTNERSHIP LANSING LANDINGS SHOPPING CENTER
PARTNERSHIP, LTD., an Illinois limited
partnership

By: _____
Its: _____

By: Lansing Landings Investors Limited Partnership,
its general partner

By: _____
Its: _____

TRUSTEE AMALGAMATED TRUST AND SAVINGS
BANK, as Trustee as aforesaid

By: _____
Its: _____

LENDER: THE TRAVELERS INSURANCE COMPANY, a
Connecticut Corporation

Counsel's Initial: _____

By: _____
Name: _____
Title: _____

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JOINDER BY SUBORDINATE LENDER

Subordinate Lender hereby joins into this Agreement, with the same force and effect as a signatory thereto, for the sole purpose of (i) joining into and agreeing to be bound by the terms of Sections 10 and 11 of this Agreement, (ii) ratifying and confirming the Subordination Agreement, and the subordination of the Subordinate Loan to the Loan set forth therein, and (iii) agreeing that, except as modified by this Agreement, the Subordination Agreement is unmodified and in full force and effect and that the terms thereof shall apply to the Loan Documents as modified and supplemented pursuant to this Agreement.

Daniel K. Silverberg

Daniel K. Silverberg, Agent

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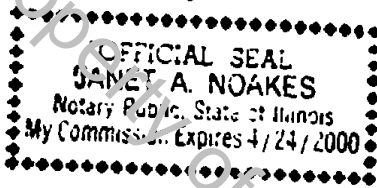
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STATE OF ILLINOIS

COUNTY OF COOK

On the 21 day of July, 1998, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared IRVING B. POLAKOW who acknowledged himself to be the SENIOR VICE PRESIDENT of AMERICAN BANK OF CHICAGO, and acknowledged that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as SENIOR VICE PRESIDENT, on behalf of AMERICAN BANK OF CHICAGO, and desired that the same might be recorded as such.

WITNESS my hand and seal the day and year aforesaid.



Janet A. Noakes
Notary Public

My Commission Expires:

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STATE OF _____

COUNTY OF _____

On the ____ day of _____, 1998, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____ who acknowledged himself to be the _____ of _____, a _____, and acknowledged that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as _____, on behalf of _____, and desired that the same might be recorded as such.

WITNESS my hand and seal the day and year aforesaid.

Notary Public

My Commission Expires:



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STATE OF OHIO

COUNTY OF CUYAHOGA

On the 24 day of July, 1998, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Dan K. Silverberg who acknowledged himself to be the General Partner of Lansing Landings Investors L.P., an Ohio limited partnership, and acknowledged that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as General Partner, on behalf of Lansing Landings Investors L.P., and desired that the same might be recorded as such.

WITNESS my hand and seal the day and year aforesaid.

[Signature]
Notary Public

My Commission Expires:

KATHLEEN B. PHELAN, Notary Public
State of Ohio - Recorded in Lake County
Commission Expires March 8, 2003

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11/11/2011 10:00:00 AM

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LIST OF EXHIBITS AND SCHEDULES

- A - Legal Description
- B - Guaranty
- C - Cash Management Agreement

Schedule I - Additional Loan Documents

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EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

LOT 3 (Except the Southwesterly 1.04 feet thereof);

LOT 7;

That part of LOT 8 described as follows:

Beginning at the Northeast corner of Lot 10; thence North 0 Degrees 15 Minutes 50 Seconds East on the East line of Lot 10 extended North a distance of 6.5 feet; thence North 89 Degrees 44 Minutes 10 Seconds West a distance of 15 feet to the West line of Lot 8; thence South 0 Degrees 15 Minutes 50 Seconds West a distance of 6.5 feet to the North line of Lot 10; thence South 89 Degrees 44 Minutes 10 Seconds East a distance of 15.0 feet to the point of beginning.

LOT 9 (except the South 8.5 feet of the East 18.25 feet or the West 33.0 feet thereof, also except the North 1.00 feet of the South 9.5 feet of the East 18.25 feet of the West 33.0 feet thereof, also except the South 1.00 feet of the East 341 feet thereof;

LOTS 10 through 17, both inclusive, and

Outlots A and B

All of the above in the Landings Planned Unit Development, a Subdivision of part of the Southeast 1/4 of Section 19, Township 31 North, Range 15 East of the Third Principal Meridian, according to the plat thereof recorded on August 15, 1985 as Document No. 85,148,127 in Cook County, Illinois.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED EXCEPTION PARCELS A, B, C, D, E AND F:

EXCEPTION PARCEL A:

A North and South 30 foot wide roadway of uniform width being a tract of land with its East and Southeasterly line described as follows, said 30 foot wide roadway lying to the West and Northwest of that part of Outlot A in the Landings Planned Unit Development being a subdivision of part of the Southwest 1/4 of Section 19, Township 31 North, Range 15 East of the Third Principal Meridian described as beginning at a point on the North line of Outlot A, said point being at the Northeast corner of said Outlot A; thence South 0 Degrees 15 Minutes 50 Seconds West on the East line of said Outlot A, a distance of 794.45 feet to a point on the Northwesterly right of way line of the Public Service Company of Northern Illinois, said point being on the Southeasterly line of Outlot A; thence South 25 Degrees 22 Minutes 17 Seconds West on the last described line, a distance of 226.44 feet to a bend point in Outlot A; the following 3 courses being on the Southeasterly line of Outlot A; thence South 25 Degrees 14 Minutes 34 Seconds West a distance of 394.67 feet; thence South 0 Degrees 03 Minutes 25 Seconds West a distance of 7.18 feet; thence South 25 Degrees 29 Minutes 28 Second West, a distance of 499.73 feet to the most Southeasterly corner of Outlot A, said point being on the North line of 170th Street in Cook County, Illinois.

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EXCEPTION PARCEL B:

This part of Outlot A and Outlot B in the Landings Planned Unit Development being a subdivision of part of the Southwest 1/4 of Section 19, Township 36 North, Range 15 East of the Third Principal Meridian, bounded and described as follows: Beginning at the point of intersection of the North line of Outlot A, said North line being a line 2319.72 feet North of and parallel with Illinois South line of said Southwest 1/4, and the East right of way line of Torrence Avenue, being the Westerly line of said Outlot A extended Northerly; thence South 29 Degrees 44 Minutes 10 Seconds East on the North line of Outlot A and B a distance of 1285.31 feet; thence South 64 Degrees 37 Minutes 43 Seconds East a distance of 297.45 feet to the Southeasterly line of Outlot B, being the Northwesterly right of way line of Public Service Company of Northern Illinois; thence South 25 Degrees 22 Minutes 17 Seconds West on the last described line a distance of 66.0 feet; thence North 64 Degrees 37 minutes 43 Seconds West a distance of 291.10 feet to a point of curve; thence Northwesterly on the arc of a circle convex to the Northeast, having a radius of 257.0 feet and an arc distance of 117.00 feet to a point of tangent; thence North 69 Degrees 44 Minutes 10 Seconds West parallel to the North line of Outlot A, a distance of 1142.69 feet (the last described line being 33.0 feet South of and parallel with the North line of Outlot A) to the Easterly right of way line of Torrence Avenue aforesaid; thence North 3 Degrees 40 Minutes 10 Seconds East on said Easterly right of way and said line extended a distance of 33.06 feet to the point of beginning, all in Cook County, Illinois.

EXCEPTION PARCEL C:

This part of Outlot A in the Landings Planned Unit Development being a subdivision of part of the Southwest 1/4 of Section 19, Township 36 North, Range 15 East of the Third Principal Meridian, described as follows:

Commencing at the point of intersection of the North line of Outlot A, said North line being a line 2319.72 feet North of and parallel with the South line of said Southwest 1/4, and the East right of way line of Torrence Avenue being the Westerly line of said Outlot A extended Northerly; thence South 3 Degrees 40 Minutes 10 Second West on the Westerly line of said Outlot A, a distance of 435.89 feet; thence South 3 Degrees 12 Minutes 30 Seconds West on the Westerly line of said Outlot A, a distance of 383.14 feet to a point on an line 318.75 feet South of and parallel to the North line of said Outlot A for the point of beginning of the center line of a 30 foot wide roadway, 25 feet on either side of the following described line; thence North 86 degrees 44 Minutes 01 Seconds East, a distance of 396.31 feet; thence South 29 Degrees 44 Minutes 10 Seconds East a distance of 545.06 feet to the Easterly end of said 30 foot roadway, in Cook County, Illinois.

EXCEPTION PARCEL D:

This part of Outlot A in the Landings Planned Unit Development bounded and described as follows:

Beginning at the most Southeasterly corner of Lot 1 aforesaid, thence South 25 Degree 14 Minutes 34 Seconds West on the Southwesterly prolongation of the Easterly line of

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said Lot 1, a distance of 50.0 feet; thence North 64 Degrees 45 Minutes 26 Seconds West a distance of 93.0 feet; thence South 25 Degrees 14 Minutes 34 Seconds West a distance of 80.32 feet; thence North 37 Degrees 48 Minutes 25 Seconds West a distance of 5.61 feet to an angle point of said Lot 1; thence North 25 Degrees 14 Minutes 34 Seconds East on a line of said Lot 1, a distance of 129.73 feet to an angle point of said Lot 1; thence South 64 Degrees 45 Minutes 26 Seconds East on a line of said Lot 1, a distance of 93.0 feet to the point of beginning.

EXCEPTION PARCEL E:

That part of Outlot A in the Landings Planned Unit Development bounded and described as follows:

Beginning at the Northwesterly corner of Lot 1 aforesaid, thence North 64 Degrees 45 Minutes 26 Seconds West on the Northwesterly prolongation of the Northerly line of said Lot 1 a distance of 7.0 feet; thence South 25 Degrees 14 Minutes 34 Seconds West a distance of 181.0 feet to a point on a line of said Lot 1; thence South 64 Degrees 45 Minutes 26 Seconds East on a line of said Lot 1 a distance of 7.0 feet to an angle point of said Lot 1; thence North 25 Degrees 14 Minutes 34 Seconds East on a line of said Lot 1 a distance of 180 feet to the point of beginning.

EXCEPTION PARCEL F:

That part of Outlot A described as follows:

Beginning at the most Southwesterly corner of Lot 9; thence South 89 Degrees 44 minutes 10 Seconds East in the South line of Lot 9 a distance of 14.75 feet to the point of beginning, thence continuing South 89 Degrees 44 Minutes 10 Seconds East a distance of 3.25 feet to the West line of Lot 8; thence South 0 Degrees 15 Minutes 50 Seconds West a distance of 163.5 feet; thence North 89 Degrees 44 Minutes 10 Seconds West a distance of 3.25 feet; thence North 0 Degrees 15 minutes 50 Seconds East a distance of 163.5 feet to the point of beginning, all in the Landings Planned Unit Development, being a Subdivision of part of the South-east Quarter of Section 19, Township 36 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Easements appurtenant to and for the benefit of Parcel 1 for the purposes of parking, ingress and egress, passage and accommodation of pedestrians, "Common Utility Facilities" and for "Common Area Improvements", as set forth, defined and limited in Section 2.2 (a), 2.2 (b), 2.2 (c), 2.3 and 2.5 of that certain Declaration of Reciprocal Easements and Operating Covenants recorded August 16, 1985 as Document No. 85,149,097, as amended by First Amendment to said Declaration, recorded December 18, 1985 as Document No. 85,329,731, and as further amended by Second Amendment to said Declaration, recorded March 11, 1988 as Document No. 88,103,519, and as modified by Assumption Agreements recorded October 2, 1985 as Document No. 85,216,669, October 15, 1985 as Document No. 85,235,392, October 15, 1985 as Document No. 85,235,396, August 15, 1985 as Document No. 85,149,097 and August 16, 1985 as Document No. 85,149,098, over and across "Common Areas" as that term is defined and limited therein, excepting from said "Common Areas" those portions thereof falling within Parcel 1 hereinabove.

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Easements appurtenant to and for the benefit of Parcel 1 for all "construction", as defined in Section 4.1; maintenance and repair of Parcel 1 improvements and for storage of materials and equipment as set forth, defined and limited in Section 4.5 of the Declaration set forth in Parcel 2 hereinabove, as amended and assumed, over and across "Common Areas" as that term is defined and limited therein, excepting from said "Common Areas" those portions thereof falling within Parcel 1 hereinabove and/or falling within lots 4 or 5 in said Landings Planned Unit Development.

Permanent Tax Numbers: 30-19-300-014 Volume: 225
(Affects all of Lot 3, which includes
property not now in question)

30-19-300-018
(Affects Lot 7)

30-19-300-019
(Affects all of Lot 8, which mostly is
property not now in question)

30-19-300-020
(Affects all of Lot 9, which includes
property not now in question)

30-19-300-021
(Affects Lot 10)

30-19-300-022
(Affects Lot 11)

30-19-300-023
(Affects Lot 12)

30-19-300-024
(Affects Lot 13)

30-19-300-025
(Affects Lot 14)

30-19-300-026
(Affects Lot 15)

30-19-300-027
(Affects Lot 16)

30-19-300-028
(Affects Lot 17)

30-19-300-029
(Affects all of Outlot A, which includes
property not now in question)

30-19-300-030
(Affects all of Outlot B, which includes
property not now in question)

Property Address: 16723 S. Torrence Avenue, Lansing, Illinois 60438

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EXHIBIT B

GUARANTY

THIS GUARANTY (as the same may be amended, modified, extended, spread, consolidated, restated or replaced from time to time, this "Guaranty") is made as of the ___ day of July, 1998 ("Effective Date"), by **PETER DELLAPORTAS, DANIEL SILVERBERG and MARK MUNSELL** (each, individually, a "Guarantor" and, collectively, the "Guarantors") to **THE TRAVELERS INSURANCE COMPANY**, a Connecticut corporation ("Lender").

RECITALS

A. Lender has previously made a loan to Amalgamated Trust & Savings Bank, as Trustee under Trust Agreement dated June 21, 1984 and known as Trust No. 4951 ("Trustee"), and Lansing Landings Shopping Center Partnership Ltd., an Illinois limited partnership ("Partnership") (Trustee and Partnership are collectively referred to herein as "Borrower"), in the original principal amount of \$21,500,000 (the "Loan"). The Loan is evidenced by a certain Promissory Note dated May 5, 1988 (as amended from time to time, the "Note") made by Trustee and payable to the order of Lender in the original principal amount of the Loan.

B. In order to secure the Note,

(i) Trustee executed and delivered to Lender, among other things, a certain Mortgage, Assignment of Leases and Security Agreement dated May 5, 1988 and recorded with the Cook County, Illinois Recorder of Deeds on May 25, 1988 as Document No. 88224437 (as amended from time to time, the "Mortgage") encumbering the real estate and other property and interests in property more particularly described therein (collectively, the "Property") commonly known as Lansing Landings, Lansing, Illinois;

(ii) Trustee executed and delivered to Lender, among other things, a certain Assignment of Leases, Rents and Profits dated May 5, 1988 and recorded with the Cook County, Illinois Recorder of Deeds on May 25, 1988 as Document No. 88224438 (as amended from time to time, the "Assignment of Rents");

(iii) Borrower executed and delivered to Lender, among other things, the documents listed on Exhibit "A" attached hereto (as amended from time to time, the "Additional Loan Documents").

The Note, the Mortgage, the Assignment of Rents, the Additional Loan Documents, the First Amendment (as defined below), the Second Amendment (as defined below), the Cash Management Agreement (as defined below) and all other documents evidencing, securing or setting forth the terms of the Loan, as modified, amended and supplemented from time to time, are hereinafter collectively referred to as the "Loan Documents." The Loan Documents were previously amended pursuant to the Note and Mortgage Modification Agreement executed by Trustee and Lender dated August 17, 1993 (the "First Amendment").

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C Borrower and Lender are, concurrently with the execution and delivery of this Agreement, entering into the Second Loan Modification Agreement of even date herewith (the "Second Amendment"), pursuant to which the Loan Documents will be amended and supplemented as set forth therein. In connection with the Second Amendment, Borrower, Borrower's property manager and Lender have entered into a Cash Management Agreement of even date herewith (the "Cash Management Agreement"). The execution and delivery of this Guaranty by Guarantors is a material inducement for and condition precedent to the performance by Lender of its obligations pursuant to the Second Amendment. Guarantors further acknowledge that (i) Peter Dellaportas ("Dellaportas") is a general partner in Partnership, (ii) Daniel Silverberg and Mark Munsell (the "LLILP Guarantors") are general partners in Lansing Landings Investors Limited Partnership ("LLILP"), an Ohio general partnership which is a general partner in Partnership, and (iii) the Guarantors own substantial direct or indirect equity interests in Partnership and will receive a material benefit as a result of Lender entering into the Second Amendment and performing its obligations thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Guarantors, Guarantors hereby agree as follows:

ARTICLE I CONSTRUCTION

Section 1.1 Definitions. Guarantors hereby agree that all capitalized terms used herein and not otherwise defined, shall have the meanings assigned to such terms in the Mortgage, as the same may be amended, modified, extended, spread, consolidated, restated, increased or replaced from time to time, which definitions are hereby incorporated in their entirety by this reference as though specifically set forth herein.

Section 1.2 Rules of Construction. Article and Section captions used in this Guaranty are for convenience only and shall not affect the construction of this Guaranty. All references to "Articles" and "Sections," without reference to a document other than this Guaranty are intended to designate articles and sections of this Guaranty, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Guaranty as a whole and not to any particular Article or Section, unless specifically designated otherwise. The use of the term "including" shall mean in all cases "including but not limited to," unless specifically designated otherwise. No rules of construction against the drafter of this Guaranty shall apply in any interpretation or enforcement of this Guaranty, any documents or certificates executed pursuant hereto, or any provisions of any of the foregoing.

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ARTICLE II TERMS AND CONDITIONS

Section 2.1 Guaranty and Liability. Guarantors hereby unconditionally guaranty to Lender the full, unconditional and irrevocable payment to Lender of the following (collectively, the "Guaranteed Obligations"):

(a) All losses, damages, costs, fees and expenses (including, without limitation, attorneys' fees and expenses and all costs and expenses incurred in connection with any actions, suits or proceedings pertaining to the Loan or the Loan Documents, whether at trial level or appeal) incurred by Lender in connection with the Loan Documents as a result of:

(i) breach in any material respect of any warranties or representations contained in the Second Amendment or the Cash Collateral Agreement or a failure of Borrower to comply with its obligations pursuant to Section 4 of the Second Amendment;

(ii) any claims or defenses raised by any of Borrower, Junior Lender (as defined in the Second Amendment), any Guarantor or any Affiliated Person (collectively, the "Borrowing Parties") which assert that the provisions of Section 10.16 of the Mortgage are untruthful or incorrect;

(iii) waste of the Mortgaged Property as a result of the intentional actions or gross negligence of any Borrowing Parties;

(iv) misappropriation or mishandling of security deposits received by Borrower with respect to Leases;

(v) a casualty or liability that is not insured as a result of the failure of Borrower to obtain insurance in the amount, to the extent and in the manner required pursuant to Section 7.6 of the Mortgage; and

(vi) an intentional violation by any of the Borrowing Parties of the obligations of Borrower set forth in Section 7.16 of the Mortgage.

(b) All Rents and any other proceeds, income, revenues, receipts, issues and profits, if any, from the Mortgaged Property directly or indirectly received by or on behalf of the Borrower or any of the Borrowing Parties to the extent not collected, received, handled, applied and disbursed in accordance with the terms and provisions of the Loan Documents, including the Cash Management Agreement;

(c) All Awards and proceeds of insurance policies maintained with respect to the Mortgaged Property and other income, receipts or revenues and condemnation awards in respect of the Mortgaged Property;

(d) Upon a breach of Section 7.17 of the Mortgage, the full amount of the Indebtedness, provided, however, that the foregoing shall not prevent Borrower from

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entering into any contract or agreement which would cause the occurrence of a Transfer Event (as defined in the Note) if the Net Proceeds (as defined in the Note) to be received by Borrower at the time of the occurrence of the Transfer Event are sufficient to repay in full all amounts owed pursuant to the Loan Documents, including Deferred Interest, Deferred Fees and Additional Interest (as such terms are defined in the Note); and

(e) Subject to the terms of Section 2.5 below, the full amount of the Indebtedness.

It is understood and agreed by Lender that, notwithstanding anything to the contrary set forth in this Guaranty:

(i) the LLILP Guarantors shall not be liable for amounts payable under this Guaranty with respect to subsections (a) through (d) inclusive of this Section 2.1 if the LLILP Guarantors demonstrate by clear and convincing evidence that the actions (or failures to act) which caused or gave rise to such obligations of Guarantors were taken (or caused to be taken) by, and were solely the result of the conduct of, Dellaportas and that LLILP and the LLILP Guarantors did not approve of, consent to or have prior knowledge of such actions (or failures to act);

(ii) the LLILP Guarantors shall not be liable for amounts payable under this Guaranty with respect to subsection (e) of this Section 2.1 if, and only if, the LLILP Guarantors demonstrate by clear and convincing evidence that the liability of Guarantors under subsection (e) of this Section 2.1 is (x) solely the result of the institution of a bankruptcy, insolvency, arrangement, reorganization or other debtor relief proceeding concerning Dellaportas not initiated by the LLILP Guarantors (or any entities owned or controlled by the LLILP Guarantors), and (y) not the result of or related to the occurrence of any other circumstances set forth in subsections (i) through (iii) of Section 2.5 of this Guaranty.

(iii) Dellaportas shall not be liable for amounts payable under this Guaranty with respect to subsections (a) through (d) inclusive of this Section 2.1 if Dellaportas demonstrates by clear and convincing evidence that the actions (or failures to act) which caused or gave rise to such obligations of Guarantors were taken (or caused to be taken) by, and were solely the result of the conduct of, LLILP, Junior Lender or the LLILP Guarantors and that Dellaportas did not approve of, consent to or have prior knowledge of such actions (or failures to act); and

(iv) Dellaportas shall not be liable for amounts payable under this Guaranty with respect to subsection (e) of this Section 2.1 if, and only if, Dellaportas demonstrates by clear and convincing evidence that the liability of Guarantors under subsection (e) of this Section 2.1 is (x) solely the result of the institution of a bankruptcy, insolvency, arrangement, reorganization or other debtor relief proceeding concerning the LLILP Guarantors not initiated by Dellaportas (or any entities owned or controlled by Dellaportas), and (y) not the result of or related to the occurrence of any other circumstances set forth in subsections (i) through (iii) of Section 2.5 of this Guaranty.

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(v) the provisions of subsections (i) through (iv) immediately above shall not in any way (x) affect, limit, terminate or modify the obligations and liability of Guarantors under this Section 2.1 except to the extent specifically set forth therein, or (y) result in neither Dellaportas or the LLILP Guarantors being liable for the payment of any amounts payable pursuant to this Guaranty for which Guarantors would otherwise be liable had such subsections (i) through (iv) immediately above not been included in this Guaranty.

Section 2.2 Further Agreement. If any amounts owing under this Guaranty are not paid when due and/or if any obligations hereunder are not performed when required, Guarantors shall pay and hereby promise to pay all fees and expenses, including all attorneys fees and expenses and costs of litigation, whether at the trial or appellate level, incurred by Lender in connection with the enforcement of its rights and remedies under this Guaranty and the Loan Documents.

Section 2.3 Inducement to Lender. It is expressly understood and acknowledged that Lender has agreed to enter into the Second Amendment and has given or may give financial accommodations from time to time to Borrower in reliance on the execution, validity and enforceability of this Guaranty, and Guarantors have consented to this Guaranty as an inducement to Lender to agree to the terms and conditions of the Loan. Guarantors further expressly warrant and acknowledge that the Loan being made by Lender, Lender's agreement to the Loan Documents and other financial accommodations by Lender to Borrower related thereto from time to time are of direct interest, benefit and advantage to Guarantors personally.

Section 2.4 Consent to Loan Documents. Guarantors hereby represent and warrant to Lender that it they have reviewed and approved the Loan Documents and hereby consent to the terms and conditions of each and all of the Loan Documents. No notice of repudiation, revocation or termination by Guarantors, or lack of consent by Guarantors to future modifications, amendments, extensions, consolidations, restatements, replacements or other changes to the terms and conditions of the Loan Documents shall be binding on Lender nor shall any such notice or lack of consent limit, impair, diminish, discharge, cancel, terminate or otherwise modify any of Guarantors' obligations and liabilities hereunder or under the Loan Documents as so modified, amended, extended, consolidated, restated or replaced.

Section 2.5 Event of Default; Enforcement. Guarantors hereby agree that upon the occurrence of an Event of Default (as defined in the Second Amendment), Lender shall be entitled to pursue against Guarantors each and all of Lender's rights and remedies with respect to the Guarantors hereunder. Notwithstanding any other provision of this Guaranty to the contrary, by its acceptance of this Guaranty, Lender agrees not to institute an action or proceeding to enforce the obligations of Guarantors under Section 2.1(e) of this Guaranty or the first sentence of this Section 2.5 (including the recovery of any amounts which would be payable under Section 2.2 of this Guaranty in connection with the assertion of liability against the Guarantors pursuant to Section 2.1(e) of this Guaranty or the first sentence of this Section 2.5), unless one of the following occurs:

(i) a bankruptcy, insolvency, arrangement, reorganization or other debtor relief proceeding, including a petition, case or proceeding under Title 11 of the United States Code, as amended from time to time, is filed by Borrower, Junior Lender (as defined in

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the Second Amendment) or any Guarantor or against Borrower by any Guarantor or any Affiliated Person; or

(ii) Lender has made a demand for delivery of the deed and other transfer documents to be delivered to Lender pursuant to the Escrow Agreement (as defined in the Second Amendment) and Borrower, Junior Lender (as defined in the Second Amendment), any Guarantor or any Affiliated Person shall fail to perform in a timely manner their obligations under the Escrow Agreement (including, without limitation, delivering all documents to be delivered by such parties in accordance with the terms of the Escrow Agreement) or interfere in any manner whatsoever with the delivery of such deed and other transfer documents to Lender in accordance with the Escrow Agreement, which interference shall, for purposes hereof, include, but shall not be limited to, the institution or filing of any action, case or proceeding before or by any court, administrative agency or arbitration panel by Borrower, Junior Lender (as defined in the Second Amendment), any Guarantor or any Affiliated Person seeking (x) to stay or enjoin, permanently or temporarily, the delivery of the deed and other transfer documents as identified in the Escrow Agreement, (y) to rescind, revoke, void, set aside or nullify, in whole or in part, any delivery of the deed or other transfer and other documents or (z) a declaratory judgment or other relief precluding, limiting or affecting Lender's rights under the Escrow Agreement; or

(iii) Borrower, Junior Lender (as defined in the Second Amendment), any Guarantor or any Affiliated Person shall interfere in any manner whatsoever with any proceeding by Lender to foreclose the Mortgage (a "Foreclosure Action"), which interference shall, for purposes hereof, include the institution or filing of any action, case or proceeding before or by any court, administrative agency or arbitration panel, or the assertion of any affirmative defenses, counterclaims or crossclaims by Borrower, Junior Lender (as defined in the Second Amendment), any Guarantor or any Affiliated Person seeking (x) to prevent, delay, stay or enjoin, permanently or temporarily, the timely and orderly completion of the Foreclosure Action, or (y) a declaratory judgment or other relief precluding, limiting or affecting the Foreclosure Action.

The foregoing provisions of this Section 2.5 shall not in any way limit, modify, impair or result in the waiver of any rights or remedies of Lender with respect to the enforcement of the obligations of Guarantors pursuant to any provisions of this Guaranty other than Section 2.1(e) of this Guaranty or the first sentence of this Section 2.5 (including the recovery of any amounts which would be payable under Section 2.2 of this Guaranty in connection with the assertion of liability against the Guarantors pursuant to Section 2.1(e) of this Guaranty or the first sentence of this Section 2.5).

Section 2.6 Continuing Liability. This Guaranty shall be a continuing, absolute, irrevocable and unconditional guaranty of the Guaranteed Obligations. The liabilities and obligations of Guarantors under this Guaranty are direct and primary obligations of Guarantors and independent of the liabilities and obligations of any other person or entity or other guarantor that may be liable for payment of any of the Guaranteed Obligations. A separate action or actions for payment, damages or performance may be brought and prosecuted against each Guarantor, whether or not an action is brought against any of the Borrowing Parties, any other

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guarantor, or any other person or entity or against any security for any of the Guaranteed Obligations, and whether or not notice is given or demand made by Lender. Any requirement that Lender institute suit, or exercise or exhaust its remedies or rights against Borrower, any of the other Borrowing Parties, any guarantor or any other person or entity, or any collateral or guaranty or under any of the Loan Documents, prior to enforcing any rights it has under this Guaranty, or otherwise, is hereby expressly waived, and Guarantors hereby further waive the benefit of any statute of limitations affecting their liability hereunder or the enforcement hereof. Guarantors hereby acknowledge that Lender shall be entitled to exercise any and all of its rights and remedies against the Borrowing Parties pursuant to the Loan Documents as Lender may elect and in such manner as Lender may choose, in its sole and absolute discretion. Guarantors expressly, intentionally and knowingly waiving any and all rights, defenses and benefits to require otherwise (none being implied hereby) notwithstanding that Lender's election of remedies may impair Guarantors' rights of contribution or subrogation or other rights of recovery.

Section 2.7 Reinstatement of Indebtedness and Obligations. Guarantors hereby agree and confirm that their liabilities and obligations hereunder shall be effective or be reinstated, as the case may be, if at any time payment or performance of any of the Guaranteed Obligations or liabilities of Guarantors hereunder, or any portion or portions thereof, is rescinded, avoided or must otherwise be restored by Lender upon or in connection with any bankruptcy, insolvency, arrangement, reorganization or other debtor relief proceeding ("Insolvency Proceeding") with respect to Borrower or any other Borrowing Party. Guarantors hereby expressly agree that this Guaranty shall continue regardless of any Insolvency Proceeding by or against Borrower, any Guarantor or any of the Borrowing Parties, and that Guarantors shall not be relieved of any liabilities or obligations hereunder by virtue of any federal, state or local laws, regulations or orders which relieve Borrower, any of the other Borrowing Parties or any other person or entity of any further liabilities or obligations to pay or perform all or any portion of the Guaranteed Obligations, whether due to the provisions of the Bankruptcy Code or otherwise. Upon the full and complete, irrevocable and unconditional, payment and performance of the liabilities and obligations of Guarantors hereunder, Guarantors shall correspondingly be deemed to have satisfied their liabilities and obligations hereunder; provided, however, Guarantors' liabilities and obligations under this Guaranty shall be immediately effective or reinstated at any time or times that any payment or performance of the liabilities or obligations hereunder or the Guaranteed Obligations shall be rescinded, revoked, set aside, or avoided in any respect or any portion of the Indebtedness arises thereafter or remains unpaid or unperformed in accordance with the express terms hereof.

Section 2.8 Dissolution, etc. In the case of the dissolution, liquidation or insolvency (howsoever evidenced) of, or the institution of any Insolvency Proceeding against, any of the Borrowing Parties, all of the Guaranteed Obligations then existing shall at the option of Lender immediately become due and payable from Guarantors. The dissolution or withdrawal of Guarantor shall not terminate this Guaranty.

Section 2.9 No Impairment of Liability. The liability of Guarantors hereunder shall in no way be affected or impaired by (and Lender is hereby expressly authorized to make from time to time, without notice to any person or entity or consent of Guarantor), any sale, pledge, surrender, compromise, settlement, release, renewal, extension, indulgence, alteration, substitution, exchange, change in, modification, supplement, amendment or other disposition of

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any provisions of the Loan Documents, the Guaranteed Obligations, either express or implied, or of any contract or contracts evidencing any of the foregoing, or of any security or collateral therefor, whether or not Guarantors consent to any of the foregoing (no such consent being required) The liability of Guarantors hereunder shall in no way be affected or impaired by any acceptance by Lender of any security for or other guarantor of any of the Guaranteed Obligations or by any failure, neglect or omission on the part of Lender to realize upon or protect any of the Guaranteed Obligations, or any collateral or security therefor, or to exercise any lien upon or right of appropriation of any moneys, credits or property of Borrower possessed by any creditor, toward the liquidation of the Guaranteed Obligations, or by any application of payments or credits thereon. Lender shall have the exclusive right to determine how, when and what application of payment and credits, if any, shall be made on the Guaranteed Obligations, or any part of them. In order to hold Guarantors liable hereunder, there shall be no obligation on the part of Lender, at any time, to resort for payment to Borrower, any other Borrowing Party or any other person or entity or other guarantor, their properties or estates, including the Mortgaged Property, or resort to any collateral, security, property, liens or other rights or remedies whatsoever. No act of commission or omission of any kind or at any time on the part of Lender in respect of any matter whatsoever shall in any way affect, impair, satisfy or discharge this Guaranty or Guarantors' liabilities and obligations hereunder.

Section 2.10 Waiver of Presentment, etc. Guarantors hereby irrevocably and unconditionally, expressly, intentionally and with full knowledge, hereby waive: (a) all diligence in collection or protection; (b) all presentment, demand, protest and/or notice, as to anyone and everyone, of dishonor, default, non-payment, the creation and existence of any and all of the Guaranteed Obligations, any security and collateral therefor, the release of any such security and collateral, the acceptance of this Guaranty, and any and all extensions, renewals or rearrangements of credit and indulgence hereunder; (c) any and all notices of any kind whatsoever; and (d) any marshaling of assets by Lender in favor of Guarantor.

Section 2.11 Extension of Credit to Borrower. The granting of credit from time to time by Lender to Borrower and without notice to Guarantors, is hereby also authorized and shall in no way affect or impair this Guaranty, and Guarantors shall remain fully liable for the irrevocable and unconditional payment and performance of all Guaranteed Obligations as the same may be increased or otherwise modified or adjusted thereby.

Section 2.12 Waiver of Defenses, Set-Offs and Counterclaims. Guarantors acknowledge and agree that they shall be and remain absolutely and unconditionally liable for the full amount of the Guaranteed Obligations under and in accordance with the terms of the Loan Documents and all liabilities and obligations hereunder notwithstanding any of the following, and expressly, intentionally and knowingly waives the right to assert any defenses, set-offs or counterclaims in respect thereof:

(a) the Indebtedness, the Loan Documents, the Guaranteed Obligations, or any portion thereof, may be or hereafter become invalid or otherwise unenforceable for any reason whatsoever;

(b) Lender fails or delays to perfect, or continue the perfection of, any security interest in any property which secures the Loan, the Indebtedness or the Guaranteed Obligations

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or any other obligations of Borrower, Guarantors or any other person or entity, or to protect the property covered by such security interest:

(c) Lender fails to give notice of any disposition of any collateral covered by any security interest or to dispose of such collateral in a commercially reasonable manner;

(d) Lender releases any security interest in any property to secure the repayment of the Loan or any of the Indebtedness or Guaranteed Obligations;

(e) Lender retains, obtains or releases the primary or secondary liability of any person or entity in addition to Guarantors, including any of the Borrowing Parties, with respect to any of the Loan Documents, the Indebtedness or the Guaranteed Obligations, or releases or compromises or grants any indulgences with respect to any liabilities or obligations of Guarantors hereunder or any liabilities or obligations of any other person or entity primarily or secondarily liable for any of the Loan Documents, the Indebtedness or Guaranteed Obligations, including any of the Borrowing Parties;

(f) Lender substitutes for any collateral so held by it, other collateral of like kind or of any kind regardless of value;

(g) the application of any of the property conveyed by the Loan Documents and the order or manner of sale thereof and any acceptance of a conveyance or conveyances of all or any part of the property conveyed by the Loan Documents, without merger or satisfaction of the Indebtedness or Guaranteed Obligations thereunder;

(h) any disability or defense of Borrower or any of the other Borrowing Parties or the termination of Borrower's obligations or liability under the Loan Documents for any reason whatsoever, other than as a result of the irrevocable and unconditional payment in full of all Indebtedness and the full performance of all obligations of Borrower and the other Borrowing Parties under the Loan Documents ("Obligations") as and when required; and/or

(i) any election by Lender under Section 1111(b)(2) of the Bankruptcy Code, or the borrowing or grant of a security interest under Section 364 of the Bankruptcy Code, in any proceeding under the Bankruptcy Code.

Section 2.13 Lender's Right to Modify Loan Documents and Security. Lender may, from time to time, without notice to Guarantors, and without affecting, diminishing or releasing Guarantor's liabilities or obligations hereunder: (a) extend, renew or release for any period (whether or not longer than the original period), or increase, modify, amend, consolidate, alter or exchange, any of the Indebtedness or Obligations, under the Loan Documents; and (b) alter, extend, change, modify, release or cancel any covenant, agreement, or provision contained in any or all of the Loan Documents. Guarantors hereby expressly waive: (i) notice of the existence or creation of all or any of the Indebtedness and Obligations, including the Guaranteed Obligations; (ii) presentment, demand, notice of dishonor, protest, and all other notice whatsoever; (iii) all diligence on the part of Lender in collection or protection of, or realization upon, any security for any of the Indebtedness or Obligations, including the Guaranteed Obligations, or in enforcing any remedy available to them under any of the Loan Documents;

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(iv) the right or power under or any statute or rule of law, to demand, or otherwise require, that Lender take, initiate or pursue any action against any of the Borrowing Parties or any other person or entity, or against the property of any of the foregoing standing as security for the Indebtedness, Obligations, including the Guaranteed Obligations, or any of the Loan Documents or otherwise (including the Mortgaged Property); (v) any defense that may now or hereafter arise by reason of the incapacity, lack of authority, death or disability of any of the entities which comprise Borrower, any of the other Borrowing Parties, any Guarantor or any other person or entity; (vi) the failure of Lender to file or enforce a claim against the estate (either in administration, any Insolvency Proceeding or any other proceeding) of any person or entity, including any of the Borrowing Parties; (vii) any duty on the part of Lender to disclose any facts it may now or hereafter know regarding Borrower, any of the Borrowing Parties or any other person or entity; and (viii) the right to trial by jury in any and every action or proceeding of any kind or nature under or by reason of or relating in any way to this Guaranty, the Loan Documents, the Indebtedness, the Obligations, the Guaranteed Obligations or any of any other matters relating thereto.

Section 2.14 No Waiver by Lender. No delay or failure on the part of Lender in the exercise of any right or remedy hereunder or in any of the Loan Documents, or otherwise afforded by law or in equity shall operate as a waiver thereof, and no single or partial exercise by Lender of any such rights or remedies shall preclude other or further exercise thereof or the exercise of any other right or remedy. No action of Lender permitted hereunder shall in any way impair or affect this Guaranty. No right or power of Borrower, any of the Borrowing Parties or any other person or entity to assert any claim or defense as to the invalidity or un-enforceability of any of the Loan Documents or of the Obligations, Indebtedness or Guaranteed Obligations, in the context of an Insolvency Proceeding or otherwise, shall impair or affect the liabilities and obligations of Guarantors hereunder.

Section 2.15 No Release of Guaranty. It is fully understood that until each and every one of the covenants and agreements of this Guaranty are fully, unconditionally and irrevocably performed or in the event of reinstatement, Guarantors' liabilities and obligations hereunder shall not be released, in whole or in part, by any action or thing which might otherwise be deemed a legal or equitable discharge of a surety, guarantor or indemnitor, or by reason of any waiver, extension, modification, forbearance or delay or other act or omission of Lender, Borrower, any other Borrowing Party or any other person or entity, or their failure to proceed promptly after notice from any of the Borrowing Parties, Guarantors or otherwise, or by reason of any action taken or omitted by Lender, Borrower, any of the Borrowing Parties or any other person or entity, whether or not such action or failure to act varies or increases the risks of, or affects the rights or remedies, of Guarantors or by reason of any further dealings by or between Lender, Borrower, any of the Borrowing Parties, and/or other person or entity. Guarantors hereby expressly waive and surrender any defense of their liability hereunder based upon any of the foregoing acts, omissions, things, agreements or waivers or any of them; it being the purpose and intent of the parties hereto that the covenants, agreements and all liabilities and obligations hereunder are absolute, unconditional and irrevocable under any and all circumstances.

Section 2.16 Payment Due on Demand. If acceleration of the time for payment of any amount that is guaranteed hereunder is stayed or demand for payment of any such amount is precluded in any Insolvency Proceeding (determined without regard to whether a court might

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act favorably on a request for relief from any such stay or other preclusion), all amounts owed hereunder shall nonetheless be payable by Guarantors hereunder forthwith on demand by Lender.

Section 2.17 Covenants of Guarantors. So long as this Guaranty shall be in effect, each Guarantor covenants that:

(a) Each Guarantor will deliver to Lender from time to time, but in no event less than one time per year, on or before April 14 of each year, copies of all financial statements prepared by or on behalf of such Guarantor and copies of such Guarantor's federal and state tax returns and such other information regarding the financial position or business of such Guarantor as Lender may reasonably request; and

(b) Each Guarantor will promptly give notice in writing to Lender of all litigation, arbitration proceedings and regulatory proceedings affecting such Guarantor or any of such Guarantor's properties, which reasonably could be expected materially and adversely to affect the financial condition or business of such Guarantor or the ability of such Guarantor to perform the obligations under this Guaranty or which in any manner draws into question the validity of the Loan Documents or other Guaranteed Obligations.

Section 2.18 Guarantors' Knowledge of Borrower's Financial Condition. Each Guarantor is fully aware of the financial condition of Borrower (and the other Borrowing Parties) and of the Mortgaged Property, and is executing and delivering this Guaranty based solely upon its own independent investigation of all matters pertinent hereto and is not relying in any manner upon any representation or statement of Lender with respect thereto. Each Guarantor is in a position to obtain, and hereby assumes full responsibility for obtaining, any additional information concerning the financial condition of Borrower (and the other Borrowing Parties) and of the Mortgaged Property as such Guarantor may deem material to his obligations hereunder, and no Guarantor is relying upon, nor expecting, Lender to furnish to such Guarantor any information concerning the financial condition of Borrower (or any of the Borrowing Parties) or the Mortgaged Property. Guarantors shall have no right to require Lender to obtain or disclose any information with respect to the Indebtedness, Obligations, of Guaranteed Obligations, the financial condition or character of Borrower (or any of the other Borrowing Parties) or the Mortgaged Property, or Borrower's (or any of the other Borrowing Parties') ability to pay the Indebtedness or perform and discharge the Obligations, including the Guaranteed Obligations, or any other person or entity, or any other matter, fact or occurrence whatsoever.

Section 2.19 Waiver of Subrogation. Until the repayment in full of all amounts owed pursuant to the Loan Documents, Guarantors hereby expressly, knowingly and intentionally waive any rights of subrogation, indemnity, contribution, reimbursement and exoneration in respect of the Loan Documents and any payment or distribution received by Lender from Borrower or any of the other Borrowing Parties on account thereof or otherwise. Guarantors hereby further expressly, intentionally and knowingly waive any and all rights, defenses and benefits Guarantors may have based on Lender's election of remedies against Borrower or any of the other Borrowing Parties which in any manner impairs, affects, reduces, releases, destroys and/or extinguishes Guarantor's subrogation rights or rights to proceed against Borrower, any

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of the other Borrowing Parties or any other person or entity or security for the Loan by way of subrogation, indemnity, contribution, reimbursement, exoneration or otherwise.

Section 2.20 No Limitation of Liability. Guarantors acknowledge that Lender has agreed to make the Loan in reliance upon Guarantors' representations, warranties and covenants in this Guaranty, all of which shall be deemed continuing and continually remade at all times. For this reason, it is the intention of Guarantors and Lender that the provisions of this Guaranty shall be controlling over any provisions in the Note or any of the other Loan Documents which in any way limit the personal liability of Guarantors, Borrower, any of the Borrowing Parties or any other person or entity and that, subject to the terms and conditions of this Guaranty, Guarantors shall be personally liable for any and all of the Guaranteed Obligations and other obligations arising under this Guaranty, even if the amount of liability incurred exceeds the amount of the Note or the value of the Mortgaged Property.

ARTICLE III MISCELLANEOUS

Section 3.1 Remedies Cumulative. The remedies of Lender provided for herein, in any of the other Loan Documents, at law or in equity shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of Lender, and may be exercised as often as occasion therefor shall arise, as determined by Lender in its sole discretion.

Section 3.2 Notices. Any notices, demands, requests and other communications required hereunder shall be in writing and shall be deemed to have been given and/or received: (i) upon delivery if personally delivered; (ii) three (3) days after deposited in the United States Mail, postage pre-paid, by certified or registered mail; or (iii) on the next business day after deposit with a nationally recognized overnight delivery service marked for delivery the next business day, addressed to the party for whom it is intended at its address hereinafter set forth:

If to Lender: The Travelers Insurance Company
Real Estate Investments
One Tower Square, 9PBA
Hartford, Connecticut 06183-2030
Attn: Loan No.

With a copy to: The Travelers Insurance Company
One Tower Square, 9PBA
Hartford, Connecticut 06183-2030
Attn: General Counsel - Real Estate

With a copy to: Katten Muchin & Zavis
525 West Monroe Street, Suite 1600
Chicago, Illinois 60661
Attn: Keith D. Pascus, Esq.

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If to Guarantors: c/o Peter Dellaportas
First National Realty Management
Company, Inc.
415 North LaSalle Street
Suite 200
Chicago, IL 60610

and: Daniel Silverberg
5915 Landenbrook Drive
Suite 130
Cleveland, Ohio 44125

Any party may designate a change of address by written notice to the others, given at least ten (10) days before such change of address is to become effective.

Section 3.3 Damage Lawsuit; Consent to Jurisdiction. The sole and exclusive remedy of Guarantors for any and all adverse claims against Lender is to institute a Damage Lawsuit (as defined below). Guarantors hereby represent and warrant to Lender that no such adverse claims exist against Lender. For the purposes of this Guaranty, a "Damage Lawsuit" shall mean an action by the Guarantors against Lender:

(i) in which the sole relief sought against Lender is a claim for monetary damages resulting from Lender's breach of its obligations under this Guaranty, and in which no injunctive or equitable relief is sought or granted, regardless of the procedural form of the action; and

(ii) which will be severed from any enforcement by Lender of its legal, equitable and contractual rights and which cannot be asserted by Guarantors as a defense, set-off, recoupment, or grounds for delay, stay, subordination or injunction against any enforcement by Lender of its legal, equitable and contractual rights under this Guaranty, the Loan, the Loan Documents or otherwise.

It is understood and agreed that the designated, exclusive and proper venue of any legal dispute, question or interpretation, claim, declaratory judgment action, bankruptcy or other litigation regarding: (a) any proceeding under the Bankruptcy Code brought by or against Guarantors; (b) the enforcement of Lender's rights under or relating in any way to the Loan and/or the Loan Documents; (c) the prosecution of any Damage Lawsuit alleged against Lender by any of the Affiliated Parties; and (d) any other matter regarding this Guaranty or any of the other Loan Documents shall be exclusively and solely decided by the federal court in the Northern District of Illinois, Eastern Division or state circuit courts sitting in Cook County, Illinois; and Guarantors hereby consent to the exercise of personal jurisdiction over Guarantors by and consents to the laying of venue in, and exclusive jurisdiction of, such courts. Guarantors hereby irrevocably appoint:

Peter Dellaportas

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First National Realty Management
Company, Inc.
415 North LaSalle Street
Suite 200
Chicago, IL 60610

as their agent for receipt of service of process on its behalf in connection with any suit, writ, attachment, execution or discovery or supplementary proceedings in connection with the enforcement of this Guaranty. Service shall be effected by any means permitted by applicable law. Guarantors may designate a change of address for purposes of this Section by giving written notice to Lender in accordance with Section 3.2 hereof.

Section 3.4 No Third Party Beneficiary. The provisions of this Guaranty are solely for the benefit of Lender and its successors and assigns. No provision of this Guaranty or of any of the other Loan Documents shall be construed as creating in any party other than Borrower, Guarantors and Lender, and their successors and assigns, any rights of any nature whatsoever.

Section 3.5 Further Assurances. Upon request by Lender, Guarantors, at their sole cost and expense, at any time and from time to time, agree to execute, acknowledge and deliver or cause to be executed, acknowledged and delivered all such further acts, conveyances, notes, mortgages, security agreements, financing statements and other documents and assurances as Lender shall request to protect and preserve the security for the Loan, the priority of the liens created by any other Loan Documents, or Guarantors' performance of its obligations hereunder, or for the better assuring, conveying, mortgaging, assigning and confirming unto Lender all property mortgaged by the Loan Documents or property intended so to be, whether now owned by Borrower, Guarantors or hereafter acquired. Such acts or assurances shall include, without limitation, recordation of such documents and instruments, at Guarantors' sole cost and expense, as Lender may request.

Section 3.6 Lender's Right to Assign. Lender shall have the right at any time and from time to time to sell, assign, participate, pledge, transfer, securitize, syndicate, or otherwise dispose of the Loan, the Loan Documents or any interests therein, including this Guaranty and the Guaranteed Obligations. From and after the date of any such sale, assignment, participation, pledge, transfer, securitization, syndication or other disposition, any transferee of the Loan and Loan Documents, including this Guaranty and the Guaranteed Obligations, shall be entitled to exercise any and all rights and remedies of Lender hereunder as fully and with the same force and effect as if such transferee had been named the Lender hereunder. Guarantors shall not assign, convey or otherwise transfer their rights and obligations hereunder.

Section 3.7 Successors and Assigns. Subject to the provisions of Section 3.6, all of the terms, covenants and conditions contained herein and in any of the other Loan Documents shall apply to and be binding upon, and inure to the benefit of, the successors and assigns of Guarantors and Lender, respectively, and all persons or entities claiming by, under or through them.

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Section 3.8 Severability. If any provision in this Guaranty is found by a court of competent jurisdiction to be in violation of any applicable law, and if such court should declare such provision of this Guaranty to be unlawful, void, illegal or unenforceable in any respect, the remainder of this Guaranty shall be construed as if such unlawful, void, illegal or unenforceable provision were not contained therein, and the rights, obligations and interests of the parties hereto under the remainder of this Guaranty shall continue in full force and effect undisturbed and unmodified in any way.

Section 3.9 Modification. This Guaranty and the terms hereof may not be changed, waived, modified, canceled, discharged or terminated orally, but only by an instrument or instruments in writing signed by Guarantors and Lender.

Section 3.10 Governing Law. This Guaranty shall be governed by, and construed in accordance with, the internal laws of the State of Illinois, excluding conflicts of law principles.

Section 3.11 Headings. The Article headings and the Section and Subsection titles hereof are inserted for convenience of reference only, are not intended to modify the terms hereof, and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof.

Section 3.12 Incorporation of Recitals/Exhibits. The recitals set forth at the beginning of this Guaranty are true and correct in all respects and are hereby incorporated in their entirety by this reference. The exhibits attached hereto are hereby incorporated in their entirety by this reference.

Section 3.13 Waiver of Trial by Jury. GUARANTORS, FOR THEMSELVES AND ALL PERSONS OR ENTITIES CLAIMING BY, THROUGH OR UNDER ANY OF THEM, HEREBY EXPRESSLY, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN ANY LITIGATION OR ACTION BROUGHT ON, UNDER OR BY VIRTUE OF OR RELATING IN ANY WAY TO THIS GUARANTY OR ANY OTHER OF THE LOAN DOCUMENTS, OR ANY CLAIMS, DEFENSES, RIGHTS OF SET-OFF OR OTHER ACTIONS PERTAINING HERETO OR THERETO. THIS WAIVER MAY BE FILED WITH THE CLERK OR JUDGE OF ANY COURT AS A WRITTEN CONSENT TO WAIVER OF JURY TRIAL. GUARANTORS ACKNOWLEDGE THAT THEY HAVE CONSULTED WITH LEGAL COUNSEL REGARDING THE MEANING OF THIS WAIVER AND ACKNOWLEDGE THAT THIS WAIVER IS AN ESSENTIAL INDUCEMENT FOR LENDER'S ENTERING INTO THE LOAN. THIS WAIVER SHALL SURVIVE THE REPAYMENT OF THE INDEBTEDNESS.

Section 3.14 Joint and Several Liability. The obligations of each of the Guarantors hereunder are joint and several.

Section 3.15 Waivers. All waivers by Guarantors set forth herein are made intentionally and knowingly whether or not expressly stated as part of such waiver.

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