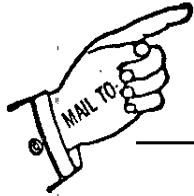


This instrument prepared /
by and after recording /
return to: /
Christine Krawczyk /
American National Bank /
One N. Dunton Avenue /
Arlington Hts., IL 60005 /



REI TITLE SERVICES # 2902342

ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT ("Agreement"), is entered into this 31st day of January, 2001, by and among **Metro Design Associates, Inc.**, an Illinois corporation, (hereinafter referred to as "Borrower"); **O'Higgins, Arnold and Smith, LLC**, an Illinois limited liability company, (hereinafter referred to as "Successor Borrower"); and **American National Bank and Trust Company of Chicago**, a national banking association (hereinafter referred to as "Lender").

RECITALS

WHEREAS, on July 16, 1997, Borrower executed in favor of Lender, a certain Mortgage (the "Mortgage") an Assignment of Rents and Leases (the "Assignment") to secure payment to Lender of a Note dated January 9, 1998, in the principal sum of ONE MILLION ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,100,000.00). Said Mortgage and Assignment were subsequently recorded with the Cook County Recorder of Deeds on July 17, 1997 in Cook County, Illinois as Document Numbers 97516468 and 97516469 respectively, concerning real estate legally described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, Borrower and Successor Borrower have requested that Lender forbear from calling an Event of Default under the Mortgage and Assignment in exchange for Successor Borrower's agreement to formally assume all duties and obligations under said Mortgage and Assignment.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties state as follows:

1. Borrower has transferred title to the property described in Exhibit "A" to Successor Borrower.
2. Successor Borrower wish the consent of Lender to such conveyance.
3. Borrower, for value received, does hereby assign and transfer unto the Successor Borrower all right, title and interest in and to all monies deposited for taxes with said Lender, its successors and assigns in accordance with the terms and provisions of said Mortgage and Assignment.

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- 4. Lender does hereby consent to the conveyance of said transfer of title by Borrower to Successor Borrower in lieu of declaring a default under said Mortgage and Assignment.
- 5. Successor Borrower hereby assumes, ratifies and confirms all representations and warranties contained in the Mortgage and Assignment and in any and all other documents or agreements heretofore executed by Borrower.

The parties hereto agree that all rights and obligations hereunder shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the parties hereto.

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the day and year first above written.

**AGREED TO:
"BORROWER"**

Metro Design Associates, Inc.
an Illinois corporation

BY: *Keith B. O'Higgins*
ITS: PRESIDENT

"SUCCESSOR BORROWER"

O'Higgins, Arnold and Smith, LLC
an Illinois limited liability company

BY: *[Signature]*
ITS: MEMBER

ACCEPTED BY:
AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO

BY: 

ITS: ASSOCIATE FVP

Cd\o'higgins\assumptr

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EXHIBIT "A"
TO
ASSUMPTION AGREEMENT
DATED JANUARY 31, 2001

LEGAL DESCRIPTION:

PARCEL 1:

LOT 1 IN WOODFIELD LAKE OFFICE CAMPUS UNIT 1 SUBDIVISION BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 2:

EASEMENT APPURTENANT FOR THE BENEFIT OF PARCELS 1 AND 3 FOR INGRESS AND EGRESS AS CREATED BY GRANT OF EASEMENT MADE BY AND BETWEEN LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 22, 1982 AND KNOWN AS TRUST NUMBER 105036 AS GRANTOR TO LA SALLE NATIONAL AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 22, 1981 AND KNOWN AS TRUST NUMBER 104022 AS GRANTEE DATED AUGUST 30, 1982 AND RECORDED SEPTEMBER 17, 1982 AS DOCUMENT 26353534 OVER THE FOLLOWING DESCRIBED LAND: LOT 2 IN WOODFIELD LAKE OFFICE CAMPUS UNIT 1 SUBDIVISION, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND ALSO

PARCEL 3:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

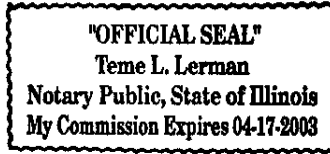
BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 IN WOODFIELD LAKE OFFICE CAMPUS UNIT 1; THENCE DUE NORTH A DISTANCE OF 312.02 TO A POINT; THENCE DUE EAST A DISTANCE OF 108.50 FEET TO A POINT; THENCE DUE SOUTH A DISTANCE OF 311.03 FEET TO A POINT; THENCE NORTH 79 DEGREES 22 MINUTES 49 SECONDS WEST A DISTANCE OF 41.18 FEET TO A POINT; THENCE SOUTH 74 DEGREES 52 MINUTES 34 SECONDS WEST A DISTANCE OF 38.33 FEET TO A POINT; THENCE NORTH 87 DEGREES 22 MINUTES 25 SECONDS WEST A DISTANCE OF 31.06 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 895 AMERICAN LANE, SCHAUMBURG, ILLINOIS

PIN NUMBER(S): 07-14-200-044-0000
07-14-200-045-0000
07-14-200-046-0000

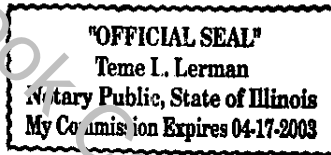
STATE OF ILLINOIS)
)SS.
COUNTY OF Cook)

This instrument was acknowledged before me on 01/31/01 (date) by
Keith B. O'Higgins (name of person) as President (type of authority) of Metro Design
Associates, Inc.



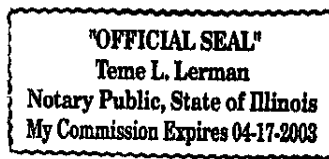
STATE OF ILLINOIS)
)SS.
COUNTY OF Cook)

This instrument was acknowledged before me on 01/31/01 (date) by
Timothy A. Smith (name of person) as Member (type of authority) of O'Higgins,
Arnold and Smith, LLC.



STATE OF ILLINOIS)
)SS.
COUNTY OF Cook)

This instrument was acknowledged before me on 01/31/01 (date) by
Michael P. Bagley (name of person) as First Vice President (type of authority) of American
National Bank and Trust Company of Chicago.



(5)