

MAIL TO:

AMERICAN NATIONAL BANK

439 West Schick Rd.

Sta-200

Bloomington, IL 60108

Att: Barbara Dumas



0010998910

ASSUMPTION AGREEMENT  
(INDIVIDUAL TO INDIVIDUAL)

THIS ASSUMPTION AGREEMENT is effective as of this 15<sup>th</sup> day of August, 2001, by and among Joel H. Kalpan and Kathleen Kaplan (herein called "Borrower") Joel H. Kaplan (herein called "Successor Borrower") and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association ("LENDER")

RECITALS

WHEREAS, Borrower gave to Lender a certain Home Equity Credit Line Agreement and Disclosure dated November 25, 1997 in the principal amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) and said Home Equity Credit Line Agreement and Disclosure is secured by a certain Mortgage dated November 25, 1997, recorded December 16, 1997 as Document No. 97 946 640 on certain property commonly known as 55 W. Goethe, Unit 1244, Chicago, Illinois 60610, (hereafter collectively referred to as the "Loan Documents"; and

PIN # 17-0A-223-091

WHEREAS: Borrower Kathleen Kaplan agrees to convey her entire interest in the property at 55 W. Goethe, Unit 1244, Chicago, Illinois 60610 ("Property") to Borrower Joel H. Kaplan in consideration of Successor Borrower's agreement to assume all duties and obligations of the Borrower under the "Loan Documents"; and

WHEREAS, Lender agrees to Kathleen Kaplan's transfer of her interest in the Property to Joel H. Kaplan and to Joel H. Kaplan assuming all the duties and obligations of the Borrower under the Loan Documents;

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

- 1) Successor Borrower shall assume all the duties and obligations of the Borrower under the Loan Documents.
- 2) Successor Borrower shall be bound by the terms, conditions and provisions of the Loan Documents, and shall assume, ratify and confirm all duties and obligations of the Loan Documents.
- 3) Borrower, for value received, does hereby assign and transfer unto 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 Loan Documents.
- 4) Lender does hereby consent to the transfer of title by Borrower and shall not deem such transfer default under the Loan Documents.

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JH

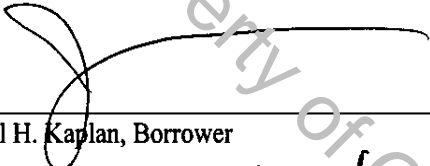
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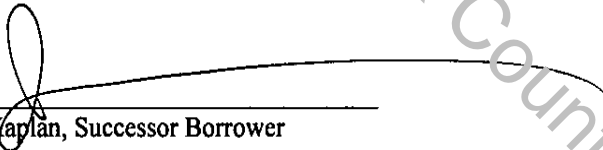
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- 5) This Agreement shall be governed by, and construed in accordance with the laws of the State of Illinois.
  
- 6) This agreement shall inure to the benefit of Lender's successors and assigns, and shall be binding upon the successors and assigns of Borrower and Successor Borrower.

IN WITNESS WHEREOF, this Agreement is effective as of the date and year first written above.

  
\_\_\_\_\_  
Joel H. Kaplan, Borrower

  
\_\_\_\_\_  
Kathleen Kaplan, Co-Borrower

  
\_\_\_\_\_  
Joel H. Kaplan, Successor Borrower

ACCEPTED BY:

AMERICAN NATIONAL BANK AND  
TRUST COMPANY OF CHICAGO

By: Barbara Dumas  
Its: Real Estate Officer

  
\_\_\_\_\_  
Barbara Dumas, REO

Property of Cook County Clerk's Office

PART 1: THAT PART OF LOT 18 IN CHICAGO LAND CLEARANCE COMMISSION NUMBER 3 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 18, THENCE WEST ALONG THE NORTH LINE OF SAID LOT 18, 149.43 FEET TO THE NORTHWEST CORNER OF SAID LOT 18; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 1889.51 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 48.7 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING EAST LINT THE LAST DESCRIBED COURSE 23.36 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 52.34 FEET; THENCE SOUTHWESTERLY ALONG A LINE WHICH FORMS AND ANGLE OF 45 DEGREES WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 7.37 FEET THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 18, 18.15 FEET, THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 57.55 FEET TO THE POINT OF BEGINNING SAID CHICAGO LAND CLEARANCE NUMBER 3, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS VACATED ALLEYS IN BRONSON;S ADDITION TO CHICAGO AND CERTAIN RESUBDIVISON ALL IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT OF INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE BEEKMAN PLACE TOWNHOUSES RECORDED JULY 11, 1996 AS DOCUMENT 86327087 AND AS CREATED BY DEED FORM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 1985 AND KNOWN AS TRUST NUMBER 65171 TO COLUMBIA NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 6, 1987 AND KNOWN AS TRUST NUMBER 2478 RECORDED JANUARY 20, 1987 AS DOCUMENT 87034247, IN COOK COUNTY, ILLINOIS.