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Cook County Recorder 62.50

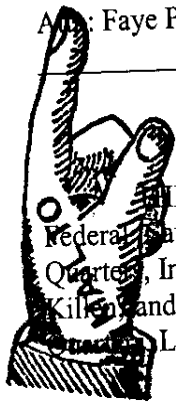
RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITIBANK FEDERAL SAVINGS BANK
Citibusiness Credit Center
500 W. Madison, 5th Floor
Chicago, Illinois 60661
Loan Number: 010095863
Attn: Faye Palmer



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ASSUMPTION AGREEMENT



THIS AGREEMENT made this 28th day of AUGUST, 2002 among Citibank, Federal Savings Bank, with its principal place of business in California ("Lender"), Four Quarters, Inc., an Illinois corporation ("Borrower"), Steven Bork, Brian Kahle, Jude Fisher, Janet Killen and Kennedy Advertising Group, Inc. (individually and collectively, "Guarantors") and [redacted] LLC, an Illinois limited liability corporation ("Transferee").

RECITALS

A. To evidence a loan made by Lender to Borrower in the principal amount of \$320,000.00 ("Loan"), Borrower executed a promissory note dated December 13, 1999 ("Note") which secured by a mortgage dated December 13, 1999, recorded in the Office of the Recorder of Cook County as Instrument Number 00473668 ("Mortgage") encumbering that certain property located in Cook County, Illinois, commonly known as 417 S. Arlington Heights Road, Arlington Heights, Illinois, and legally described on Exhibit A attached hereto and made a part hereof by reference ("Property"). Note, Mortgage and all other documents that evidence or secure the Loan are hereafter collectively referred to as "Loan Documents."

B. As inducement to Lender to enter into and make the Loan to Borrower, Guarantors each executed a Guaranty Agreements dated December 13, 1999 ("Guaranties") in favor of Lender pursuant to which the Guarantors and the Transferee each unconditionally agreed to guaranty the payment of all amounts due and owing to lender under the Loan Documents ("Indebtedness").

C. Borrower and Transferee have agreed to transfer the Property to the Transferee and the Transferee has agreed to assume the Loan Obligations, as such term is hereinafter defined.

D. Pursuant to the terms of the Mortgage, Lender has agreed to permit the transfer of the Property and an assumption of the Loan Obligations to the Transferee upon the terms and conditions set forth therein.

E. Borrower has requested that Lender permit the transfer of the Property to Transferee and Transferee has requested that the Lender permit the Transferee to assume the Loan Obligations. Lender is willing to do so upon the terms and conditions set forth below.

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NOW THEREFORE, the parties hereby agree as follows:

1. Transferee hereby acknowledges that it is fully familiar with the terms of the Loan Documents and acknowledges that those documents contain and express the entire understanding of the parties with respect to the Loan.
2. Transferee hereby assumes and agrees to perform all of the terms, covenants, conditions and agreements required of the Borrower under the Loan Documents, including but not limited to the payment of all the Indebtedness (collectively, "Loan Obligations").
3. Transferee hereby agrees to ratify and confirm the Note and the lien and security interests granted to Lender pursuant to the Mortgage and any Loan Documents.
4. Lender hereby acknowledges and agrees that Borrower shall be released from all liability under the Loan Documents, as the case may be, that accrue after the date on which this Agreement becomes effective, as described in section 12 hereof.
5. Guarantors hereby acknowledge and agree to the transfer of the Property to Transferee and the assumption of the Loan Obligations by Transferee.
6. Lender, Borrower and Transferee hereby acknowledge and agree that this Agreement nor any of the terms or conditions hereof shall affect the validity or priority of the Mortgage or any other instrument or document securing the Loan.
7. Transferee acknowledges that the Lender's consent to the transfer of the Property to, and the assumption of the Loan Obligation by, Transferee is a one-time occurrence and further acknowledges that any and all further sales, conveyances, encumbrances, transfers or assignments of Property shall be and are subject to the provisions of the Mortgage.
8. The parties hereto acknowledge and agree that they shall execute any and all documents as required by Lender in order to perfect or maintain its first lien priority interest in the Property or to otherwise carry out the intent and purpose of this Agreement.
9. Transferee hereby agrees to pay Lender, concurrently with Transferee's execution of this Agreement, an assumption fee of ~~0~~ _____ Dollars (\$ ~~0~~) ("Assumption Fee") in consideration of the Lender's consent to transfer the Property to Transferee and further agrees to pay all Lender's legal and administrative expenses in connection with said transfer and the related assumption of the Loan Obligations.
10. Transferee hereby requests that any notice given to Transferee under the Loan Documents be given at the following address:
Quarters, LLC
417 South Arlington Heights Road
Arlington Heights, IL 60005
Attn: Steven E. Bork
11. In the event that any suit or action is brought to enforce or interpret the terms of this Agreement, the losing party shall pay the prevailing party's costs and expenses, including reasonable attorney's fees incurred in such suit or action. Said attorney's fees shall include without limitation, attorney's fees incurred at or in preparation for any settlement, trial, appeal or review or in any bankruptcy proceeding.

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12. This Agreement and the provisions hereof shall become effective only when all of the following conditions have been satisfied:

- (a) A Grant Deed from Borrower conveying to Transferee ("Grant Deed") fee title to the Property has been duly recorded with the Office of the Recorder of Cook County, Illinois;
- (b) This Agreement has been duly and fully executed by all parties hereto and has been duly recorded with the Office of the Recorder of Cook County, Illinois;
- (c) Lender receives all of the following items:
 - (i) Copies of Grant deed reflecting the recording number;
 - (ii) Evidence of insurance on the Property in form and content satisfactory to the Lender;
 - (iii) An original, fully executed Assumption Agreement;
 - (iv) Copy of the Assumption Agreement reflecting the recording number;
 - (v) An endorsement from Professional National Title Network, Inc. Title Insurance Company to Citibank, FSB Title Policy No. 3003951 in form satisfactory to Lender insuring Lender against the loss of priority of Mortgage due to the conveyance of the Property from the Borrower to the Transferee.
 - (vi) Payment in full for all of Lender's legal and administrative expenses if any incurred in connection with the negotiation and preparation of this Agreement, and the assumption contemplated therein.

13. Borrower and Transferee hereby acknowledge and agree that nothing contained herein shall in any way be deemed or construed as satisfying or releasing the Loan Obligations or impairing or releasing the lien and security interests established by the Loan Documents, it being specifically understood and agreed that unless otherwise expressly provided herein the terms and conditions of the Loan Documents shall remain in full force and effect in accordance with the original tenor and effect thereof.

14. This Agreement has been negotiated, executed and shall be construed and enforced in accordance with the laws of the State of Illinois, without reference to its conflict of laws principles.

15. This Agreement shall be binding upon and shall inure to the benefit of the Borrower, Transferee and the Lender and its respective successors, assigns, grantees and legal representatives.

16. No amendment, modification, supplement, termination, consent, or waiver of or to any provision of this Agreement nor any consent to any departure therefrom shall in any event be effective unless the same shall be in writing and signed by or on behalf of the Lender. Any waiver of any provision of this Agreement, or any consent to any departure from the terms of any provisions of this Agreement, shall be effective only in the specific instance and for the specific purpose for which given.

17. No failure or delay on the part of the Lender in the exercise of any power, right, remedy or privilege under this Agreement shall impair such power, right, remedy, or privilege

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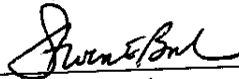
with respect to particular facts and circumstances shall not be deemed to be a waiver with respect to other facts and circumstances.

18. THE PARTIES HERETO, AND EACH OF THEM, TO THE FULLEST EXTENT THEY MAY LEGALLY DO SO, HEREBY KNOWINGLY, EXPRESSLY, AND VOLUNTARILY WAIVE AND RELINQUISH ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT, OR IN ANY WAY CONNECTED WITH, OR RELATED TO, OR INCIDENTAL TO, THE DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND IRRESPECTIVE OF WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE FULLEST EXTENT THEY MAY LEGALLY DO SO, SUCH PARTIES HEREBY AGREE THAT ANY SUCH CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COURT REPORT OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE OTHER PARTY OR PARTIES HERETO TO WAIVER OF ITS OR THEIR RIGHT TO TRIAL BY JURY.

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


BORROWER:

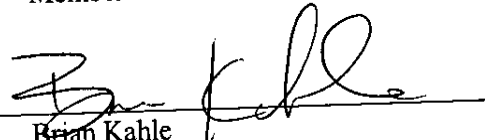
Four Quarters, Inc., an Illinois Corporation

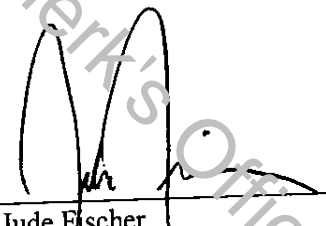
By: 
Steven E. Bork
Its: President

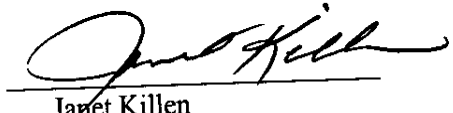
TRANSFeree:

Quarters, LLC, an Illinois Limited Liability Company

By: 
Steven E. Bork
Its: Member

By: 
Brian Kahle
Its: Member

By: 
Jude Fischer
Its: Member


By: 
Janet Killen
Its: Member

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GUARANTORS: Kennedy Advertising, Inc., an Illinois corporation, Steven Bork, Brian Kahle, Jude Fisher and Janet Killen


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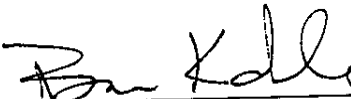
Kennedy Advertising, Inc.

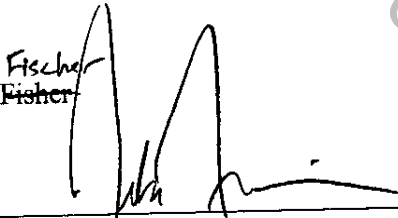
By: 
Steven Bork
Its: President

Steven E. Bork

Brian Kahle

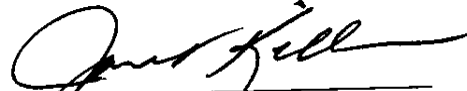

Steven E. Bork


Brian Kahle

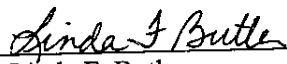

Jude Fisher
Fischer
Fischer

Janet Killen

Jude Fisher
Fischer


Janet Killen

LENDER:
Citibank, Federal Savings Bank

By: 
Linda F. Butler
Its: Vice President

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EXHIBIT A

LOTS 62, 63, 64 AND THE WEST ½ OF 20 FEET VACATED ALLEY LYING EAST OF AND ADJACENT SAID LOTS IN SCARSDALE, A SUBDIVISION OF PART OF THE WEST ½ OF THE EAST ½ AND PART OF THE EAST ½ OF THE WEST ½ OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN#'S 03-32-122-001-0000, 03-32-122-002-0000 AND 03-32-122-003-0000

COMMONLY KNOWN AS 417 S. ARLINGTON HEIGHTS ROAD, ARLINGTON HEIGHTS, IL 60005

Property of Cook County Clerk's Office

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