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Eugene "Gene" Moore Fee: \$52.50
Cook County Recorder of Deeds
Date: 04/21/2003 09:52 AM Pg: 1 of 15

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO: *And*

prepared by
Stein & Lubin LLP
600 Montgomery Street, 14th Floor
San Francisco, CA 94111
Attn: Peter A. Mastro Monaco, Esq.

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT (this "Agreement") is made as of April 10, 2003 by and among LASALLE BANK NATIONAL ASSOCIATION, as trustee for the registered holders of GMAC COMMERCIAL MORTGAGE SECURITIES, INC., MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2000-C3 (together with its successors and assigns, "Lender"), BELMONT SQUARE, L.L.C., a Georgia limited liability company ("Existing Borrower"), KLCM PROPERTIES, LTD., an Illinois corporation ("New Borrower"), RAFAT U. SHAIKH, an individual ("Existing Principal") and KENNETH M. LEBOVIC, an individual, and CHRISTOPHER A. MANOUSSELIS, an individual (individually and collectively, "New Principal").

RECITALS:

A. Lender is the holder for value of that certain Promissory Note dated as of June 7, 2000 (the "Note") in the principal sum of Five Hundred Ten Thousand and No/100ths Dollars (\$510,000.00) (the "Loan"), executed by Existing Borrower originally to the order of Residential Funding Corporation, a Delaware corporation ("Original Lender").

B. The indebtedness evidenced by the Note is secured by, among other things, (i) a Mortgage and Security Agreement dated June 7, 2000 and recorded on June 16, 2000 as Document No. 00444944 in the official records of Cook County, Illinois (the "Official Records") and assigned to Lender by instrument recorded on October 1, 2001 as Document No. 0010911639 (the "Security Instrument"), encumbering that certain real property situated in the County of Cook, State of Illinois, as is more particularly described on Exhibit A attached hereto, together with the buildings, structures and other improvements now or hereafter located thereon (the "Improvements"; said real property, and the Improvements being hereinafter collectively referred to as the "Property"); (ii) that certain Assignment of Leases and Rents dated June 7, 2000 and recorded on June 16, 2000 as Document No. 00444945 in the Official Records and assigned to Lender by instrument recorded on October 1, 2001 as Document No. 0010911639 (the "Assignment"); (iii) that certain UCC-1 Financing Statement which was filed with the Illinois Secretary of State on June 28, 2000 as Document No. 4229278 (the "State Financing Statement") and assigned to Lender by instrument filed with the Illinois Secretary of State on May 30, 2001 as Document No. 4400898; (iv) that certain UCC-1 Financing Statement which was recorded in the Official Records on June 16, 2000 as Document No. 0444946 and assigned to Lender by instrument recorded in the Official Records on February 15, 2002 as Document No. 0020188503 (the "County UCC-1"); and (v) that certain UCC-1 Financing Statement which was filed with the Clerk of the Superior Court of Dekalb County, Georgia (the "DeKalb County Records") on June 14, 2000 as Document No. 442000005005 and

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assigned to Lender by instrument filed in the Dekalb County Records on June 22, 2001 as Document No. 442001004706 (the "Georgia Financing Statement", and, together with the State Financing Statement and the County UCC-1, collectively, the "Financing Statements").

C. Existing Borrower and Existing Principal have executed that certain Environmental Indemnity Agreement dated as of June 7, 2000 in favor of Original Lender (the "Existing Environmental Indemnity").

D. Existing Principal has executed that certain Guaranty of Recourse Obligations of Borrower dated on or around June 7, 2000 in favor of Original Lender (the "Existing Guaranty").

E. Existing Borrower and Original Lender executed that certain Replacement Reserve Agreement, dated June 7, 2000 (the "Replacement Reserve Agreement").

F. Existing Borrower and Original Lender executed that certain Required Repair Reserve Agreement, dated June 7, 2000 (the "Required Repair Reserve Agreement").

G. The Note, the Security Instrument, the Assignment, the Financing Statements, the Existing Environmental Indemnity, the Existing Guaranty, the Replacement Reserve Agreement, the Required Repair Reserve Agreement, and the other documents, instruments and agreements executed in connection therewith are sometimes hereinafter collectively referred to as the "Loan Documents".

H. The Note and the other Loan Documents have been assigned by mesne conveyances to Lender.

I. Existing Borrower wishes to convey all of its right, title and interest in and to the Property to New Borrower (the "Transfer") pursuant to a purchase and sale agreement under which New Borrower has agreed to purchase the Property and to assume the indebtedness and other obligations of Existing Borrower under the Loan Documents.

J. Existing Borrower, New Borrower, Existing Principal and New Principal have requested that Lender consent to the Transfer, subject to the Loan Documents as set forth below, and Lender is willing to consent to the Transfer upon the terms and conditions set forth below.

AGREEMENT:

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

1. Loan Balance. The outstanding principal balance of the Loan under the Note as of the date hereof is Four Hundred Ninety-Four Thousand Two Hundred Forty-Four and 06/100ths Dollars (\$494,244.06), which principal balance reflects receipt of the monthly payment of principal and interest due under the Note on April 1, 2003. The outstanding balance in tax, insurance, replacement and deferred maintenance reserves held by or for the benefit of Lender (including without limitation pursuant to the Security Instrument) is Twenty-Six Thousand Nine Hundred Forty-Seven and 02/00ths Dollars (\$26,947.02).

2. Consent to Transfer of the Property. Lender hereby consents, pursuant to the provisions of any of the Loan Documents requiring Lender's consent, to the Transfer of the Property from Existing Borrower to New Borrower and the assumption of the Loan by New Borrower. Lender's consent to this transfer and assumption shall not constitute a waiver of Lender's right to accelerate the obligations under

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the Note as set forth in Article 8 of the Security Instrument, nor shall Lender's consent to this transfer and assumption constitute Lender's waiver of any other term, covenant or condition of any of the Loan Documents.

3. Assumption of Obligations. Existing Borrower hereby assigns to New Borrower, and New Borrower hereby assumes and agrees, for the benefit of Lender and its successors and assigns, to be bound by, observe and perform, all liabilities, terms, provisions, covenants and obligations of Existing Borrower under the Loan Documents, and New Borrower agrees that it will be bound by all of such terms and provisions, promptly pay all such liabilities and promptly observe and perform all such covenants and obligations, with the same force and effect as if New Borrower had originally executed and delivered the Loan Documents instead of Existing Borrower provided, however, that New Borrower is not assuming the obligations of the Existing Borrower under the Existing Environmental Indemnity, nor is New Principal assuming the obligations of the Existing Principal under the Existing Environmental Indemnity or the Existing Guaranty. Reference in any Loan Document to Existing Borrower or Borrower henceforth shall be deemed to be a reference to New Borrower. Reference in any Loan Document to Existing Principal or Principal henceforth shall be deemed to be a reference to New Principal.

4. Release of Existing Borrower. Subject to the full and complete performance of Existing Borrower of its obligations under this Agreement, Lender hereby releases Existing Borrower prospectively from all of its liabilities and obligations under the Loan Documents; provided, however, that Existing Borrower shall not be released from, and shall remain fully liable for, all of its responsibilities, duties, covenants, liabilities, indemnities, guaranties and obligations arising out of conditions or events first occurring prior to the date hereof under the Loan Documents, including, without limitation, the Existing Environmental Indemnity.

5. Agreements of New Borrower and Existing Borrower. Each of Existing Borrower and New Borrower hereby acknowledges and agrees that:

(a) notwithstanding the release of Existing Borrower as provided in Paragraph 4 hereof, all of the terms, provisions, covenants, conditions and stipulations contained in the Loan Documents, and all of New Borrower's obligations under the Loan Documents, as assumed hereunder, are hereby ratified and confirmed by New Borrower in all respects, and shall continue to apply with full force and effect to New Borrower from and after the date hereof;

(b) the obligations of New Borrower under the Loan Documents, as assumed hereunder, are not subject to any reduction, limitation, impairment or termination for any reason, including, without limitation, any claim of waiver, release, surrender or compromise;

(c) Existing Borrower has no offsets, defenses or counterclaims to the obligations under the Loan Documents and none are purported to be assigned to New Borrower hereunder;

(d) no default or Event of Default and no event which, with the giving of notice, the passage of time, or both, would constitute a default or Event of Default, has occurred and is continuing under any of the Loan Documents; and

(e) the agreement of Lender to release Existing Borrower as provided in Paragraph 4 hereof shall not be deemed an agreement by Lender to accept additional amendments to the Loan Documents, to waive any defaults or to waive any of its rights under the Loan Documents.

6. Release of Existing Principal. Subject to the full and complete performance of Existing Principal of its obligations under this Agreement, Lender hereby releases Existing Principal prospectively

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from all of its liabilities and obligations under the Existing Environmental Indemnity and the Existing Guaranty; provided, however, that Existing Principal shall not be released from, and shall remain fully liable for, all of its responsibilities, duties, covenants, liabilities, indemnities, guaranties and obligations arising out of conditions or events first occurring prior to the date hereof under the Existing Guaranty and the Existing Environmental Indemnity.

7. Release of Lender and Original Lender. Existing Borrower, New Borrower, Existing Principal and New Principal hereby release, relinquish, discharge and waive any and all claims, demands, actions, causes of actions, suits, debts, costs, dues, sums of money, accounts, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, executions, expenses and liabilities whatsoever, known or unknown, at law or in equity, irrespective of whether such arise out of contract, tort, violation of laws or regulations or otherwise, which Existing Borrower, New Borrower, Existing Principal and New Principal (and their respective successors, assigns, legal representatives, heirs, executors or administrators) ever had, now have or hereafter can, may or shall have against Original Lender, Lender or their officers, directors, employees, representatives, agents, trustees, shareholders, partners, members, contractors, advisors, attorneys, subsidiaries, affiliates, predecessors, successors or assigns by reason of any matter, cause or thing whatsoever prior to the date of this Agreement arising out of, relating to, or in connection with, the Loan, the Loan Documents, the Property, this Agreement or the transactions contemplated hereunder, whether known or unknown as of the date hereof.

Each of Existing Borrower, Existing Principal, New Borrower and New Principal after consultation with its respective attorney, hereby expressly waives the benefits of the provisions of applicable law, if any, which provides to the effect that:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which, if known by him, must have materially affected his settlement with the debtor.”

8. Conditions Precedent. Notwithstanding any provision to the contrary in this Agreement, the effectiveness of the respective consents, releases and directives granted or expressed by Lender within this Agreement shall be subject to the fulfillment of the following conditions to the satisfaction of Lender:

- (a) Lender shall have received a fully executed counterpart of this Agreement;
- (b) New Borrower and New Principal, as the case may be, shall have executed and delivered to Lender the following in form and substance satisfactory to Lender:
 - (i) a Guaranty of Recourse Obligations of Borrower (the “New Guaranty”);
 - (ii) an Environmental Indemnity Agreement (the “New Environmental Indemnity”);
 - (iii) such certificates and other documents as Lender shall reasonably request; and
 - (iv) a resolution of the board of directors of New Borrower with respect to the execution and delivery of this Agreement, the assumption of the obligations set forth in the Loan Documents and such other matters as Lender may reasonably request.

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(c) Lender shall have received consents of the members of Existing Borrower in form and substance acceptable to Lender, authorizing the transactions contemplated hereby;

(d) Lender shall have received an amendment to the Financing Statements in form satisfactory to Lender to reflect the assumption of the Loan by New Borrower and/or such new UCC-1 financing statements executed on behalf of New Borrower in favor of Lender as Lender may request;

(e) Lender shall have received and approved New Borrower's formation documents and evidence of good standing;

(f) Lender shall have received such UCC search reports as Lender shall elect to order with respect to Existing Borrower and New Borrower with results satisfactory to Lender;

(g) Lender shall have received an opinion of counsel to New Borrower and New Principal satisfactory in form and substance to Lender and its counsel with respect to, among other things, the due formation, good standing and qualifications of New Borrower and New Principal, the power and authority of New Borrower and New Principal, the due execution and delivery, and the legality, validity and enforceability of this Agreement, the New Guaranty and the New Environmental Indemnity against New Borrower and New Principal, as the case may be, and the continued perfection of the security interests and liens granted by the Loan Documents under a applicable law following the transfer of the Property to New Borrower, and the assumption of the Loan as herein provided;

(h) if requested by Lender, Lender shall have received an opinion of counsel to Lender with respect to the compliance of the Transfer, this Agreement and the transactions referenced herein with the provisions of the Internal Revenue Code as the same pertain to real estate mortgage investment conduits;

(i) Lender shall have received such endorsements to the policy of title insurance insuring Lender's interest in the Property (the "Title Policy") as Lender may request, taking exception for no lien, encumbrance or other matter other than those set forth in the Title Policy on the date originally issued and which shall insure that title to the Property is vested in New Borrower and that the lien of the Security Instrument is not impaired by the transactions contemplated hereby;

(j) no default or Event of Default shall exist under any of the Loan Documents; and

(k) all fees and expenses of Lender, including, without limitation: (i) a Loan assumption fee in the amount of Four Thousand Nine Hundred Forty-Two and 44/100ths Dollars (\$4,942.44), representing one percent (1%) of the outstanding principal Loan balance in respect of the assumption fee as provided in Section 8.1 of the Security Instrument; (ii) a property inspection fee of Three Hundred Fifty and 00/100ths Dollars (\$350.00); (iii) a credit report fee of One Hundred and 00/100ths Dollars (\$100.00); (iv) all of Lender's attorneys' fees and expenses; (v) title endorsement premiums; and (vi) recording and escrow fees in connection with this Agreement and the transactions contemplated hereby shall have been paid in full by New Borrower or Existing Borrower.

9. Same Indebtedness; Priority of Liens Not Affected. This Agreement and the execution of other documents contemplated hereby do not constitute the creation of a new debt or the extinguishment of the debt evidenced by the Loan Documents, nor will they in any way affect or impair the liens and security interests created by the Loan Documents, which New Borrower acknowledges to be valid and existing liens on and security interests in the Property. New Borrower agrees that the lien and security interests created by the Security Instrument and the Assignment continue to be in full force and effect, unaffected and unimpaired by this Agreement or by the transfer of the Property or any collateral described

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in financing statements filed in connection with the Loan Documents and that said liens and security interests shall so continue in their perfection and priority until the debt secured by the Loan Documents is fully discharged.

10. Satisfaction of Conditions Precedent. The delivery of a fully executed original counterpart of this Agreement by Lender to New Borrower shall constitute conclusive evidence that all conditions precedent to the effectiveness of this Agreement and the consents and releases set forth herein have been completed to the satisfaction of Lender or waived by Lender.

11. General Provisions.

(a) Definitions. Each of the Loan Documents is hereby modified to the extent necessary so that the term "Loan Documents," as such term may be used therein, shall be deemed to include this Agreement (to the extent it creates obligations on the part of New Borrower or New Principal), the New Guaranty, the New Environmental Indemnity, and the other documents executed and delivered by New Borrower and/or New Principal in connection herewith. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Security Instrument.

(b) Reservation of Rights. Nothing contained in this Agreement shall prevent or in any way diminish or interfere with any rights or remedies, including, without limitation, the right to contribution, which Lender may have against Existing Borrower, Existing Principal, New Borrower, New Principal or any other party under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (codified at Title 42 U.S.C. § 9601 et seq.), as it may be amended from time to time, any successor statute thereto or any other applicable federal, state or local laws, all such rights being hereby expressly reserved.

(c) Rights Cumulative. Lender's rights under this Agreement shall be in addition to all of the rights of Lender under the Note and the other Loan Documents.

(d) Methods of Enforcement. This Agreement is subject to enforcement by Lender at law or in equity, including, without limitation, actions for damages or specific performance.

(e) Costs of Enforcement. In the event that Lender shall retain the services of an attorney or any other consultants in order to enforce this Agreement, or any portion hereof, New Borrower and New Principal agree to pay to Lender any and all costs and expenses, including, without limitation, attorneys' fees, costs and disbursements, incurred by Lender as a result thereof.

(f) Further Assurances. Each of Existing Borrower, Existing Principal, New Borrower and New Principal agrees to execute and deliver all such documents and instruments, and do all such other acts and things, as may be required by Lender in the future to perfect, assure, confirm or effectuate the assignment by Existing Borrower and the assumption by New Borrower contemplated by and set forth in this Agreement.

(g) Reliance. Lender would not consent to the Transfer of the Property and the other transactions specified herein without Existing Borrower, Existing Principal, New Borrower and New Principal entering into this Agreement. Accordingly, Existing Borrower, Existing Principal, New Borrower and New Principal intentionally and unconditionally enter into the covenants and agreements as set forth above and understand that, in reliance upon and in consideration of such covenants and agreements, Lender has consented to the Transfer of the Property and New Borrower's assumption of the Loan and, as part and parcel thereof, specific monetary and other obligations have been, are being and shall be entered into which would not take place but for such reliance.

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12. Notices. From and after the date hereof, all notices or other written communication hereunder and under the Loan Documents shall be deemed to have been properly given if given in the manner set forth in the Security Instrument as follows:

If to New Borrower

KLCM Properties, Ltd.
1701 E. Lake Avenue
Glenview, IL 60025

With a copy to:

Marcus, Perres, Campanale & Wigoder
19 S. La Salle; Suite 1500
Chicago, IL 60603
Attention: Lee Perres, Esq.
Facsimile: (312) 641-0176

If to Lender:

GMAC Commercial Mortgage Corporation
Master Servicer
200 Witmer Road
Horsham, Pennsylvania 15044-8015
Attention: Master Servicing
Ref: Loan No. 99-1091625
Facsimile: (215) 328-0110

With a copy to:

Stein & Lubin LLP
600 Montgomery Street, 14th Floor
San Francisco, California 94111
Attention: Peter A. Mastromonaco, Esq.
Facsimile: (415) 981-4343

13. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto, their successors, the subsequent holders or owners of the Note and the Loan Documents and the assigns of New Borrower who have the prior written consent of Lender pursuant to Section 8.1 of the Security Instrument.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute but one and the same instrument.

15. Execution and Delivery. All representations and warranties made in this Agreement or any other document executed in connection therewith shall survive the execution and delivery of this Agreement and any other documents executed in connection herewith.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State where the Property is located.

17. Taxpayer Identification Number. New Borrower represents and warrants to Lender that its taxpayer identification number is 13-4245683.


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IN WITNESS WHEREOF, this Agreement has been executed as of the date first set forth above.

NEW BORROWER:

KLCM PROPERTIES, LTD.,
An Illinois corporation

By: 
Name: Christopher Manousseles
Title: Secretary

NEW PRINCIPAL:


KENNETH M. LEBOVIC, an individual


CHRISTOPHER L. MANOUSSELES, an individual

Property of Cook County Clerk's Office

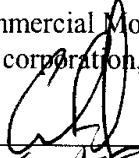
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[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

LENDER:

LASALLE BANK NATIONAL ASSOCIATION, as trustee for
the registered holders of GMAC COMMERCIAL MORTGAGE
SECURITIES, INC., MORTGAGE PASS-THOUGH
CERTIFICATES, SERIES 2000-C3

By: GMAC Commercial Mortgage Corporation,
a California corporation, as Special Servicer

By: 
Name: Carl Spangh
Title: V.P.

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[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

EXISTING BORROWER:

BELMONT SQUARE, L.L.C.,
a Georgia limited liability company

By: _____

RAFAT U. SHAIKH, Member/Manager

EXISTING PRINCIPAL:

RAFAT U. SHAIKH, an individual

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EXHIBIT A

LEGAL DESCRIPTION

Lots 19 to 22 inclusive in Block 1 in Belmont Heights, a subdivision of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 29, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Pin# 13-29-100-060

Address: 4349-57 W. Belmont
Chicago, IL 60634

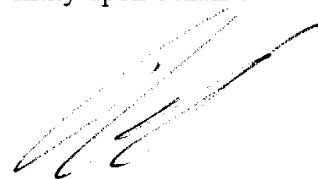
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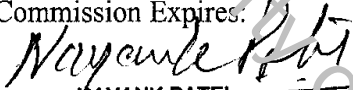
STATE OF Georgia
COUNTY OF Gwinnett SS

On this the 7th day of April, 2003, before me, the undersigned Notary Public, personally appeared RAFAT U. SHAIKH, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public
My Commission Expires: 9/24/06



NAYANK PATEL
Notary Public, Gwinnett County, Georgia
My Commission Expires September 24, 2006

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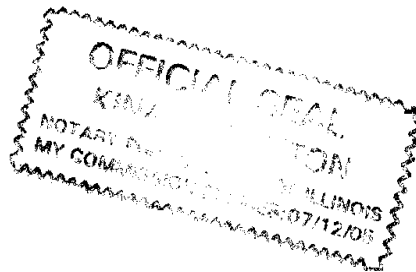
STATE OF Illinois)
COUNTY OF Cook) ss

On this the 10th day of April, 2003, before me, the undersigned Notary Public, personally appeared KENNETH M. LEBOVIC, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires: 9-12-05

[Handwritten Signature]



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STATE OF Illinois)
COUNTY OF Peoria) ss

On this the 10th day of April, 2003, before me, the undersigned Notary Public, personally appeared CHRISTOPHER A. MANOUSSELIS, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:

Kevin A. Clark

