When Recorded Mail to:

CoVest Banc, National Association Lilianna Klos-Nunez 770 W. Dundee Rd. Arlington Heights, IL. 60004



Eugene "Gene" Moore Fee: \$20.00 Cook County Recorder of Deeds Date: 06/10/2003 02:32 PM Pg: 1 of 6

4266344

#### **LOAN ASSUMPTION AGREEMENT**

This I O AN ASSUMPTION AGREEMENT ("Agreement") is made as of February 25, 2003 by and between Thomas P. Stribling and Priscilla G. Scott as Co-Trustees of the Artesian Property Irrevocable Trust under a Trust Agreement dated September 26, 2002 (hereinafter referred to as "Additional Borrower"); Thomas P. Stribling and Louis E. Barrington (hereinafter collectively referred to as the "Existing Borrowers"); and CoVest Banc, National Association, a national banking association (hereinafter referred to as the "Bank").

#### RECITALS

WHEREAS, Existing Borrower is independ to the Bank in the principal amount not to exceed Six Hundred Sixty Five Thousand Dollars (\$665,000.00) as evidenced by that certain Promissory Note dated October 16, 2000 in the principal amount of Six Hundred Sixty Five Thousand Dollars (\$665,000.00), as increased and modified by that certain Modification to Mortgage and Note dated January 7, 2002 (the "First Modification Agreement") between Existing Borrowers and the Bank and recorded with the Cool. County Recorder of Deeds on February 11, 2002 as Document No. 0020172653 (the "Note");

WHEREAS, the loan indebtedness evidenced by the Note is evidenced or secured in part by the following documents (which together with all other documents or instruments evidencing or securing the loan indebtedness evidenced by the Note, all as modified by the First Modification Agreement, are sometimes hereinafter collectively referred to as inc. "Loan Documents"):

- 1. Mortgage dated October 16, 2000 made by Existing Borrowers and recorded with the Cook County Recorder of Deeds on October 26, 2000 as Document No. 00841996 (the "Mortgage"), relating to and encumbering that certain real property located in Cook County, Illinois and legally described on Exhibit "1" attached hereto and made a part hereof (the "Premises"); and
- 2. Assignment of Rents dated October 16, 2000 made by Existing Borrowers and recorded with the Cook County Recorder of Deeds on October 26, 2000 as Document No. 00841997 (the "Assignment of Rents"), relating to and

6

encumbering the Premises.

WHEREAS, the Existing Borrowers and Additional Borrower desire to have the Additional Borrower acquire fee title to the Premises from Existing Borrowers subject to the Mortgage, Assignment of Rents and other Loan Documents, to have the Additional Borrower assume with Existing Borrowers joint and several liability to the Bank under the Note, and assume all liability to the Bank under the Mortgage, Assignment of Rents and other Loan Documents, all pursuant to the terms, covenants and conditions set forth herein; and

WHEREAS, to induce the Bank to consent to said transfer of title and assumption of liability, Fristing Borrowers and Additional Borrower have offered to enter into this Agreement and the Bank has accepted such offer.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties hereto, Existing Borrowers and Additional Borrower hereby agree with the Bank as follows:

- 1. The foregoing rec tals are hereby incorporated herein by reference as if fully set forth in this Paragraph 1 of the Agreement.
- 2. The Note is hereby modified such that the Additional Borrower hereby becomes an additional maker of the Note as if the Additional Borrower had originally executed and delivered the Note to the Bank and Additional Borrower hereby, jointly and severally with Existing Borrowers, promises to pay to the Bank the outstanding principal balance of the Note with interest thereon at the rates, times and in the mann'r specified in the Note.
- 3. Additional Borrower hereby becomes with Existing Borrowers the "Borrower" and "Grantor", as the case may be, of and under each of the Note, Mortgage, Assignment of Rents and other Loan Documents; assumes, jointly and severally with Existing Borrowers, all liabilities and obligations of Existing Borrowers to the Bank referenced or set forth in the Note, Mortgage, Assignment of Rents and each of the other Loan Documents; and grants, conveys, pledges, hypothecates, assigns and mortgage its rights, titles and interests in and to the Premises, and in and to any and all of the "Rents", as such term is referenced in the Assignment of Rents, to the Bank pursuant to all the terms, covenants and conditions of the Mortgage and the Assignment of Rents, and submits the same to the lien and all the terms, covenants and conditions of the Mortgage and the Assignment of Rents.
- 4. Each of the Loan Documents is hereby modified such that any reference in any of the Loan Documents to "Borrower" or "Grantor" shall include, without limitation, Additional Borrower.

- 5. The Premises shall remain subject to the lien, charge, or encumbrance of each of the Mortgage and Assignment of Rents, and nothing herein contained or done pursuant hereto shall affect or be construed to affect the lien, charge, or encumbrance of the Mortgage or Assignment of Rents, or the priority thereof over other liens, charges, or encumbrances.
- 6. In all respects, other than those expressly amended, modified or supplemented hereby, Existing Borrowers and Additional Borrower do hereby ratify and confirm the provisions, terms and conditions of the Note and each of the Loan Documents.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed the day and year above written.

Artesian Property Irrevocable Trust under Trust Agreement dated September 26,

Thoras P. Stribling, Co-Trustee

By: Suscilla G. Sant Co. Trustee

Přiscilla G. Scott, Co-Trustee

Louis E Barrington

Thomas P. Stribling

CoVest Banc, National Association, a national occurring association

By: Title: Vice Dresing T

This instrument prepared by:

Timothy S. Breems

Ruff, Weidenaar & Reidy, Ltd.

222 N. LaSalle Street

**Suite 1525** 

Chicago, IL 60601

STATE OF ILLINOIS	)	
	)	SS
COUNTY OF C O O K	)	

I, the undersigned, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that Thomas P. Stribling and Priscilla G. Scott, Co-Trustees of the Artesian Property Revocable Trust under a Trust Agreement dated September 26, 2002, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Co-Trustees of the Artesian Property Revocable Trust under a Trust Agreement dated September 26, 2002, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Artesian Property Revocable Trust under a Trust Agreement dated September 26, 2002, for the uses and purposes therein set forth.

Given under my h	and and notaria	l seal this 25th day of Lebrary	, 2003.
9	0.0	OFFIC AL SEAS	
STATE OF ILLINOIS	) (	RICHARD A GREENSMOAGY Public NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:07/08/04	
COUNTY OF COOK	)SS ()	MANAGEMENT STORES OF THE STORE	

I, the undersigned, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that Louis E. Barrington, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25th day of Lhoury, 2003.

Notary Public

RICHARD A

TE OF ILLINOIS

0316147305 Page: 5 of 6

# **UNOFFICIAL COPY**

STATE OF ILLINOIS	)
	)SS
COUNTY OF COOK	)
whose name is subscribed	a Notary Public in and for said county, in the State aforesaid, DO Thomas P. Stribling, personally known to me to be the same person to the foregoing instrument, appeared before me this day in person and ed and delivered the said instrument as his own free and voluntary act, herein set forth.
Given under my ha	nd and notarial seal this 25th day of February 2003.
	§ OFFICIAL STAL
0	RICHARD A GREENSWAGE
100	NOTARY PUBLIC. STATE OF ILUNOSATY Public NY COMMISSION EXPIRES:07/08/04
STATE OF ILLINOIS	Commence of the second second
COUNTY OF COOK	C) SS
Association, personally known foregoing instrument as such Association, appeared before	Notary Public in and for said county, in the State aforesaid, DO  NATHIELD IN TERRY, of CoVest Banc, National own to me to be the same person whose name is subscribed to the sentence of CoVest Banc, National re me this day in person and acknowledged that he/she signed and
delivered the said instrument act of said CoVest Banc, N	nt as his/her own free and voluntary act and as the free and voluntary ational Association, for the uses and purposes therein set forth.
Given under my har	nd and notarial seal this 27th day of FEBRUARY, 2003.
	Bluceo Mascari
	Nother Public
	OFFICIAL SEAL SHIPLEY AND SHIP
	SHIRLEY M CLESCERI NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES: 05/20/06

0316147305 Page: 6 of 6

## **UNOFFICIAL COPY**

#### EXHIBIT "1"

LOT 1 IN GRANVILLE ARTESIAN ADDITION TO NORTH EDGEWATER, A RESUBDIVISION OF BLOCK 2 IN OWNERS SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13, EAST FO THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN:

13-01-214-019

Address:

Property of Cook County Clerk's Office 2445 W. Rosemont, Chicago, IL

-6-