

# UNOFFICIAL COPY



0322540127

Eugene "Gene" Moore Fee: \$40.50  
Cook County Recorder of Deeds  
Date: 08/13/2003 02:09 PM Pg: 1 of 9

Prepared by:

Sidney M. Levine, Esq.  
Cohen Grossman & Rosenson, LLC  
233 N. Michigan Ave., Suite 1720  
Chicago, IL 60601

After recording return to:

Bank One, NA  
Nathan Margol  
120 South LaSalle Street  
Mail Code IL1-1210  
Chicago, IL 60603

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT (the "**Agreement**") is effective as of this <sup>July</sup>~~June~~ 16<sup>th</sup> day of ~~June~~, 2003, by and among ADRIAN WINICK and HOWARD RESNICK (the "**Borrower**"), 2341 JANSSEN PARTNERSHIP, an Illinois general partnership (the "**Successor Borrower**"), and BANK ONE, NA, a national banking association with its main office in Chicago, Illinois as successor by merger to American National Bank And Trust Company of Chicago (the "**Lender**").

### RECITALS:

WHEREAS, from time to time, Borrower borrowed monies from Lender and entered into certain agreements with Lender regarding its indebtedness to Lender;

WHEREAS, Borrower entered into a certain Installment Note dated October 16, 2001 in the principal amount of One Million Nine Hundred Eleven Thousand Six Hundred Eight and 00/100 Dollars (\$1,911,608.00), as may have been amended, extended, modified or replaced (the "**Note**") in

# UNOFFICIAL COPY

favor of Lender, and said Note is secured by the following, which together with the Note, are deemed the "**Loan Documents**";

- 1) Mortgage dated October 16, 2001 by Borrower in favor of Lender.
- 2) Any and all other agreements, guaranties, financing statements or documents executed in connection with the Note.

WHEREAS, Borrower and Successor Borrower have requested that Lender forbear from calling a default under the Loan Documents in exchange for Successor Borrower's agreement to formally assume all duties and obligations under said Loan Documents; and

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

- 1) Borrower has transferred title to the real property described on Exhibit "A" to Successor Borrower by ~~that certain~~ Warranty Deed dated April 7, 2003.
- 2) Successor Borrower and Borrower desire the consent of Lender to such assignments, transfers, and conveyances.
- 3) Successor Borrower hereby agrees to be bound by the terms, conditions and provisions of the Loan Documents previously entered into between Borrower and Lender (including the obligation to make payments under the Note), and assumes, ratifies and confirms all duties, obligations, representations, warranties and covenants of the Loan Documents.
- 4) This Agreement shall be governed by, and construed in accordance with the internal laws of the State of Illinois.
- 5) This Agreement shall inure to the benefit of Lender's successors and assigns, and shall be binding upon the respective heirs, executors, administrators, successors and assigns of Borrower and Successor Borrower.

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

AGREED TO:

# UNOFFICIAL COPY

BORROWER:

AW Adrian Winick

Adrian Winick

HR Howard Resnick

Howard Resnick

SUCCESSOR BORROWER:

2341 Janssen Partnership

By: AW Adrian Winick  
Adrian Winick, general partner

By: HR Howard Resnick  
Howard Resnick, general partner

ACCEPTED BY:

BANK ONE, NA (main office Chicago, Illinois)

By: Nathan Marjol  
Its: Nathan Marjol Assistant Vice President

# UNOFFICIAL COPY

## EXHIBIT A TO ASSUMPTION AGREEMENT

### LEGAL DESCRIPTION

Lot 16 in Block 2 in Subdivision of Block 25 in the Subdivision of Section 19, Township 40 North, Range 14, East of the Third Principal Meridian, except the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  and the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  and the east  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  thereof, in Cook County, Illinois.

**COMMONLY KNOWN AS:** 3620 N. Hermitage Avenue, Chicago, Illinois 60613  
**PIN:** 14-19-229-035-0000

Lots 119 and 120 (excepting therefrom the westerly 68.85 feet of said lots) in Circuit Court Partition of that part of Lot 1 Lying East of Lincoln Avenue in Court Partition of the West  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 18, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

**COMMONLY KNOWN AS:** 2272-74 W. Leland, Chicago, Illinois 60625  
**PIN:** 14-18-106-058-0000

Lot 1 in Block 7 in Oliver's Subdivision of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 20, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

**COMMONLY KNOWN AS:** 3418-20 N. Lakewood, Chicago, Illinois 60657  
**PIN:** 14-20-313-018-0000

Lot 13 in Block 2 in George M. High's Subdivision of the East  $\frac{1}{2}$  in Block 15 in Sheffield's Addition to Chicago in the Northwest  $\frac{1}{4}$  of Section 29, 31, 32 and 33, Township 40 North, Range 14, East of the Third Principal Meridian, except the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  and the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  and the east  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  thereof, in Cook County, Illinois.

**COMMONLY KNOWN AS:** 2341 N. Janssen Avenue, Chicago, Illinois 60625  
**PIN:** 14-32-103-010-0000

## UNOFFICIAL COPY

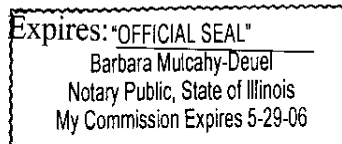
STATE OF ILLINOIS       )  
                                       )SS.  
 COUNTY OF COOK        )

I, BARBARA MULCAHY-DEUEL a Notary Public, in and for said County, in the State  
 aforesaid, **DO HEREBY CERTIFY** that NATHAN MARGOL personally known  
 to me to be a \_\_\_\_\_ of BANK ONE, NA, a national banking association, personally  
 known to me to be the same person whose name is subscribed to the foregoing instrument as such  
 \_\_\_\_\_ appeared before me this day in person and acknowledged that as such  
 \_\_\_\_\_ he or she signed, sealed, and delivered this instrument and caused the  
 Corporate Seal of said Corporation to be affixed thereto, pursuant to authority, given by the Board of  
 Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and  
 deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31 day of July, 2003

Barbara Mulcahy-Deuel  
 Notary Public

My Commission Expires:



## UNOFFICIAL COPY

STATE OF ILLINOIS       )  
                                       )SS.  
 COUNTY OF COOK        )

I, the undersigned, a Notary Public, in and for the Count and State aforesaid **DO HEREBY CERTIFY** that ADRIAN WINICK appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16<sup>th</sup> day of July, 2003

Sidney Mark Levine  
 Notary Public

My Commission Expires: \_\_\_\_\_



## UNOFFICIAL COPY

STATE OF ILLINOIS     )  
                                       )SS.  
 COUNTY OF COOK        )

I, the undersigned, a Notary Public, in and for the Count and State aforesaid **DO HEREBY CERTIFY** that HOWARD RESNICK appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16<sup>th</sup> day of July, 2003

Sidney Mark Levine  
 Notary Public

My Commission Expires: \_\_\_\_\_



## UNOFFICIAL COPY

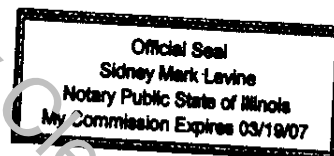
STATE OF ILLINOIS       )  
                                       )SS.  
 COUNTY OF COOK        )

I, SIDNEY MARK LEVINE, a Notary Public, in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that ADRIAN WINICK, personally known to me to be a General Partner of 2341 JANSSEN PARTNERSHIP, an Illinois general partnership, and personally known to me to be the same person whose names is subscribed to the foregoing instrument as such general partner appeared before me this day in person and acknowledged that as such general partners he signed, sealed, and delivered this instrument as his free and voluntary act, and as the free and voluntary act and deed of said general partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16<sup>th</sup> day of July, 2003

Sidney Mark Levine  
 Notary Public

My Commission Expires: \_\_\_\_\_





## UNOFFICIAL COPY

STATE OF ILLINOIS       )  
                                       )SS.  
 COUNTY OF COOK        )

I, SIDNEY MARK LEVINE, a Notary Public, in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that HOWARD RESNICK, personally known to me to be a General Partner of 2341 JANSSEN PARTNERSHIP, an Illinois general partnership, and personally known to me to be the same person whose names is subscribed to the foregoing instrument as such general partner appeared before me this day in person and acknowledged that as such general partners he signed, sealed, and delivered this instrument as his free and voluntary act, and as the free and voluntary act and deed of said general partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16<sup>th</sup> day of July, 2003  
Sidney Mark Levine  
 Notary Public

My Commission Expires: \_\_\_\_\_

