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This instrument prepared by
and please return to:
Jane Shroba, Esq.
100 West Monroe Street #1500
Chicago, Illinois 60603

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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ASSUMPTION AND RELEASE AGREEMENT

This instrument is an Assumption and Release Agreement ("Assumption") among The First National Bank of Chicago, a national banking association, as successor to First Chicago Bank of Oak Park ("Lender"), American National Bank and Trust Company of Chicago, as successor to First Chicago Trust Company of Illinois, as Trustee under Trust Agreement dated June 29, 1992 and known as its Trust No. OP-011828 ("Trustee"), Forest Hills Investment Group 91-1, an Illinois partnership ("Forest Hills"), the RSG Family Limited Partnership ("RSG"), Ronald Glas ("Glas"), David Kozak ("D. Kozak") and Gary Kozak ("G. Kozak").

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RECITALS:

A. On July 21, 1992, Trustee and Forest Hills executed and delivered to Lender a Promissory Note in the amount of \$950,000 ("Note") evidencing a loan ("Loan") in the same amount.

B. To secure the Note, the following documents were executed and delivered to Lender on July 21, 1992 ("Security Documents"):

BOX 333-CTI

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1. a Real Estate Mortgage and Assignment of Rents ("Mortgage") executed by Trustee covering the real estate legally described in Exhibit A attached hereto ("Real Estate") which was recorded July 22, 1992 as Document No. 92-535643;

2. an Assignment of Rents and Lessor's Interest in Leases ("Assignment of Rents") executed by Trustee and Forest Hills covering the Real Estate which was recorded July 22, 1992 as Document No. 92-535642;

3. an Environmental Indemnity Agreement executed by Forest Hills, Glas, D. Kozak and G. Kozak;

4. a Guaranty of Note, Mortgage and other Undertakings executed by Glas, D. Kozak and G. Kozak ("Guaranties");

5. a Security Agreement executed by Trustee and Forest Hills;

6. UCC-1 and UCC-2 Financing Statements executed by Trustee and Forest Hills; and

7. a Collateral Assignment of Beneficial Interest in Land Trust executed by Forest Hills and accepted by Trustee.

C. On November 29, 1993, Lender, Trustee, Forest Hills, Glas, D. Kozak and G. Kozak executed a Loan Modification Agreement ("Modification"), which Modification was recorded on December 8, 1993 as Document No. 93-004708. Pursuant to the Modification Lender agreed to modify the interest rate set forth in the Note.

D. Forest Hills desires to transfer all of its interest in the Real Estate to RSG. D. Kozak and G. Kozak desire to be released from their Obligations under the Note and Security

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Documents, as amended. Glas is the sole general partner of RSG; The Stephen Glas Trust created under the Glas Family 1993 Trusts dated December 22, 1993, the Robert Glas Trust created under the Glas Family Trusts dated December 22, 1993 and the Suzanne Glas Trust created under the Glas Family 1993 Trusts are the limited partners of RSG.

E. Trustee, Forest Hills, RSG, Glas, D. Kozak and G. Kozak have requested that Lender consent to the contemplated transfer and D. Kozak and G. Kozak have requested that Lender release them from their obligations under the Note and Security Documents, as amended. Lender is agreeable to this request subject to the covenants, conditions and restrictions contained herein.

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

1. Lender hereby consents to the assignment of the beneficial interest in Trustee from Forest Hills to RSG and hereby releases D. Kozak and G. Kozak from their obligations under the Note and Security Documents as amended on condition that Trustee, Forest Hills, RSG, Glas, D. Kozak and G. Kozak execute and deliver to Lender this Assumption and fulfill the conditions hereof.

2. RSG hereby agrees to pay to Lender the outstanding indebtedness of the Loan as evidenced by the Note and to perform all covenants and conditions contained in the Mortgage, the Assignment of Rents and other Security Documents, as amended, as if RSG had originally executed the Note and Security Documents. RSG

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acknowledges receipt of copies of the Note and Security Documents and agrees to their terms. RSG makes and affirms the representations and warranties contained in the Note and Security Documents.

3. To further secure the Loan, RSG and Glas agree to execute and deliver to Lender the following documents and items:

(a) a Guaranty of the Note, Mortgage and Other Undertakings executed by Glas and RSG;

(b) an Environmental Indemnity Agreement executed by RSG and Glas;

(c) a certified copy of the assignment of 100% of the beneficial interest of American National Bank and Trust Company of Chicago as successor to First Chicago Trust Company of Illinois Trust No. OP-011828 dated June 29, 1992 from Forest Hills to RSG;

(d) a Collateral Assignment of Beneficial Interest in Land Trust executed by RSG and accepted by Trustee;

(e) transfer tax exemption forms in connection with the Collateral Assignment of Beneficial Interest in Land Trust;

(f) UCC-1 and UCC-2 Financing Statements executed by RSG;

(g) a certified copy of Trust Agreement of the Trust;

(h) a certified copy of Letter of Direction to Trustee;

(i) a certified copy of the partnership resolution authorizing the transfer of the beneficial interest of American National Bank and Trust Company of Chicago as successor to First

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Chicago Trust Company of Illinois Trust No. OP-011828 dated June 29, 1992 from Forest Hills to RSG;

(j) a certified copy of the partnership agreement of the RSG Family Limited Partnership; and

(k) such other documents and items as Lender may require.

4. Paragraph 33 of the Mortgage is hereby revised to provide that notices pursuant to the Mortgage shall be sent to the Mortgagors as follows:

Ronald Glas and The RSG Family Limited Partnership
5122 S. LaVergne
Chicago, Illinois 60638

5. Lender shall record this Assumption forthwith. It is a condition precedent to this Assumption that Trustee and RSG provide Lender with an endorsement to Lender's title insurance policy which extends the date of the policy to cover the date of recording of this Assumption and which reflects that Trustee is the sole owner in fee simple of the Real Estate and that the Real Estate is subject only to the Real Estate Mortgage and Assignment of Rents, as modified by this Assumption.

6. This Assumption shall constitute an amendment of the Note, Modification, Mortgage and other Security Documents, and wherever in said instruments or in any other instrument evidencing or securing the indebtedness evidenced by the Note (collectively "Loan Documents") reference is made to the Loan Documents aforesaid, such reference shall be deemed a reference to such Loan

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Documents as hereby modified and amended. All other provisions of the Loan Documents shall remain unchanged. Nothing herein contained shall in any manner affect the lien or priority of the Mortgage, or the covenants, conditions and agreements therein contained or contained in the Loan Documents.

7. In the event of any conflict between any of the provisions of the Loan Documents and this instrument, the provisions of this instrument shall control.

8. Trustee, Forest Hills, RSG, Glas, D. Kozak and G. Kozak hereby agree to pay all of Lender's expenses arising out of and in connection with this Assumption including, but not limited to, title insurance premiums, recording fees and reasonable attorneys' fees performed in the preparation of necessary documentation.

9. Trustee, RSG and Glas renew, remake and affirm the representations and warranties contained in the Loan Documents.

10. This instrument is executed by American National Bank and Trust Company of Chicago, not individually or personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability personally to pay any indebtedness arising or accruing under or pursuant to this instrument, or to perform any covenant, undertaking, representation or agreement, either express or implied, contained in this instrument, all such personal liability of Trustee, if any, being

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expressly waived by each and every person now or hereafter claiming any right under this instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Assumption on December 5, 1994.

The First National Bank of Chicago, a national banking association

By: [Signature]
Its VICE PRESIDENT

American National Bank and Trust Company of Chicago, as successor to First Chicago Trust Company of Illinois, as Trustee under Trust Agreement dated June 29, 1992 and known as Trust No. OP 011828

By: [Signature]
Its JOHN W.

Attest: [Signature] ASSISTANT SECRETARY
Its _____

Forest Hills Investment Group 91-1, an Illinois partnership

By: [Signature]
Its GENERAL PARTNER

[Signature]
Ronald L. Glas

The RSG Family Limited Partnership, an Illinois limited partnership

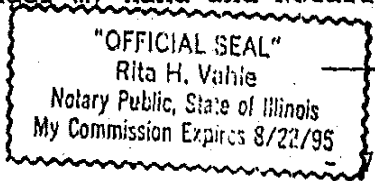
By: [Signature]
Its General Partner

[Signature]
David Kozak
[Signature]
Gary Kozak

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

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that THOMAS E. STAIB, VICE-PRESIDENT of The First National Bank of Chicago, 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 and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal December 7, 1994.



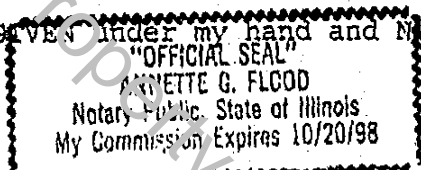
[Signature]
Notary Public

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

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that GREGORY H. KASPRZYK and P. JOHANSEN, SECOND VICE President and ASSISTANT Secretary, respectively, of American National Bank and Trust Company of Chicago, as successor to First Chicago Trust Company of Illinois, as Trustee as aforesaid, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, 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 Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal DEC 5 1994, 1994.

Annette G. Flood
Notary Public

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

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Ronald Glas and David Kozak and Gary Kozak, general partners of Forest Hills Investment Group 91-1, an Illinois partnership, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, 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 Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal Dec. 5, 1994.
Maddalena Lauoman
Notary Public

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

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Ronald Glas, general partner, of The RSG Family Limited Partnership, an Illinois limited partnership, 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 and as the free and voluntary act of said Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal Dec. 5, 1994.
Maddalena Lauoman
Notary Public

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

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Ronald L. Glas, 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 Dec. 5, 1994.

Madelyn Halloman
Notary Public

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

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that David Kozak, 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 Dec. 5, 1994.

Madelyn Halloman
Notary Public

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

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Gary Kozak, 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 Dec. 5, 1994.

Madelyn Halloman
Notary Public

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EXHIBIT A

LEGAL DESCRIPTION:

Lot 26 in Block 109 in the Resubdivision of F.H. Bartlett's Seventh Addition to Bartlett Highlands, being a Subdivision of the Southeast 1/4 of the Northeast 1/4 of Section 13, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, IL

COMMONLY KNOWN AS: 7227-39 West 58th, Summit, IL 60501
P.I.N.: 18-13-226-003

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