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Eugene "Gene" Moore Fee: \$36.00
Cook County Recorder of Deeds
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ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT is dated effective this 19 day of July, 2005, by and among **RANDOLPH PROPERTY GROUP, L.L.C.**, an Illinois limited liability company, whose address is 333 West Wacker Drive, Suite 2750, Chicago, Illinois 60606 ("Present Mortgagor"); **ADAMS STREET PARTNERS, LTD.**, an Illinois corporation, whose address is 533 W. North Avenue, Elmhurst, Illinois 60126 ("Assuming Mortgagor"); and **SUN LIFE ASSURANCE COMPANY OF CANADA (U.S.)**, a Delaware corporation, whose address is c/o Sun Life of Canada, One Sun Life Executive Park, Wellesley Hills, Massachusetts 02481, Attn: Mortgage Investments Group ("Mortgagee").

WITNESSETH THAT:

WHEREAS, on February 22, 2005 Present Mortgagor executed a certain Promissory Note in favor of Mortgagee in the principal amount of Three Million One Hundred Thousand and 00/100 Dollars (\$3,100,000.00) (the "Note"); and

WHEREAS, in conjunction with the Loan, Present Mortgagor executed a certain Mortgage and Security Agreement dated February 22, 2005 (the "Mortgage") in favor of Mortgagee, encumbering real estate located at 2525-2535 West 95th Street, Evergreen Park, Cook County, Illinois, more commonly known as Evergreen Park Plaza, and more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Real Estate"), which Mortgage was recorded March 16, 2005 as Document Number 0507533244, in the records of Cook County, Illinois; and

WHEREAS, Present Mortgagor also executed a certain Assignment of Leases and Rents dated February 22, 2005 (the "Assignment") in favor of Mortgagee encumbering the Real Estate, which Assignment was recorded on March 16, 2005 as Document Number 0507533245 in the records of Cook County, Illinois; and

WHEREAS, Present Mortgagor also executed in favor of Mortgagee other documents dated February 22, 2005, including UCC Financing Statements ("Financing Statements") and other documents, as security for the Note (the "Security Documents") (hereinafter collectively and individually, the Financing Statements and Security Documents are referred to as the "Loan Documents"); and

WHEREAS, in conjunction herewith, Assuming Mortgagor will execute an Environmental Indemnity Agreement (the "Indemnity Agreement"), Collete M. Kubiesa and Kenneth Kubiesa will execute a Guaranty of Non-Recourse Carve-Outs (the "Guaranty"), and Mortgagee will file new UCC Financing Statements (the "UCCs") as security for the Note

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(hereinafter the Indemnity Agreement, the Guaranty, and the UCCs are collectively referred to as the "New Loan Documents"); and

WHEREAS, the Note, the Mortgage, the Loan Documents and the New Loan Documents and the terms thereof are hereby incorporated herein as though set out in full; and

WHEREAS, concurrently herewith, Present Mortgagor will be conveying the Real Estate to Assuming Mortgagor, the transaction to be evidenced by that certain Special Warranty Deed of even date herewith to be recorded in the Office of the Recorder of Cook County, Illinois; and

WHEREAS, Present Mortgagor and Assuming Mortgagor desire that Assuming Mortgagor assume and agree to pay the principal balance of the Note, which as of this date has an unpaid principal balance of Three Million Seventy Two Thousand Nine Hundred Sixty and 61/100 Dollars (\$3,072,960.61), and to comply with the terms of the Note, the Mortgage, the Assignment and the Loan Documents; and

WHEREAS, Present Mortgagor and Assuming Mortgagor have applied to Mortgagee for its consent to such transfer of the Real Estate and its agreement to an assumption of the obligations of the Note, the Mortgage, the Assignment and the Loan Documents by Assuming Mortgagor; and

WHEREAS, Mortgagee has agreed to such transfer and assumption according to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of these premises and the agreements contained herein, it is expressly agreed as follows:

1. Assuming Mortgagor hereby assumes and agrees to pay the unpaid principal balance of the indebtedness evidenced by the Note, together with interest, according to the terms of the Note, as may be amended or modified from time to time, and, in addition, Assuming Mortgagor hereby assumes and agrees to perform and comply with all the covenants, duties, and obligations set forth in the Note, the Mortgage, the Assignment and the Loan Documents. Nothing contained in this paragraph shall be deemed (i) to be a release or impairment of the indebtedness evidenced by the Note or the lien of the Mortgage or the Assignment upon the Real Estate and any other property encumbered thereby, (ii) to preclude Mortgagee in the case of any default from foreclosing the Mortgage or from enforcing any of its rights or remedies thereunder or under the Note or the Assignment or the Loan Documents, or (iii) to relieve or release Present Mortgagor from liability for its default under any obligations or duties under the Loan Documents.

2. Present Mortgagor represents to Assuming Mortgagor and Mortgagee that the Note, the Mortgage, the Assignment and the Loan Documents are in full force and effect and to the best of its knowledge, there are currently no events of default existing thereunder.

3. Assuming Mortgagor expressly acknowledges that its obligations under the Note, the Mortgage, the Assignment and the Loan Documents extend to any and all liabilities of Present Mortgagor, including those based on facts occurring prior to the date hereof.

4. Since the origination of the Note, Mortgage, Assignment, and Loan Documents, no direct or indirect beneficial interests in the Present Mortgagor were transferred in violation of the terms and provisions of the Loan Documents.

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5. Neither Assuming Mortgagor nor any of its principals is obtaining a loan to finance its interest in Assuming Mortgagor or the Real Estate or pledging its interest in Assuming Mortgagor to any party, and none of Assuming Mortgagor's principals have any right to take over control from any of such other principals.

6. Paragraph 4.4 of the Mortgage is modified to the extent necessary to allow for the transfer of interests in Assuming Mortgagor to Kubiesa family members or trusts for their benefit, or to entities controlled by the Kubiesa family or trusts for their benefit, for tax and estate planning purposes, without a fee, provided (i) Assuming Mortgagor notifies Mortgagee of such changes in writing, (ii) Assuming Mortgagor pays for any and all necessary filing and costs incurred by Mortgagee in connection with such transfer, and (iii) Assuming Mortgagor notifies Mortgagee in writing within thirty (30) days of such transfer, such notification to include all relevant documentation required by Lender.

7. Except as modified in paragraph 6 above, the Note, the Mortgage, the Assignment and the Loan Documents are hereby ratified and confirmed and shall remain in full force and effect as if originally executed by the Assuming Mortgagor. This Assumption Agreement shall be binding upon and inure to the benefit of Present Mortgagor, Assuming Mortgagor and Mortgagee, their respective successors and assigns.

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PRESENT MORTGAGOR:

**RANDOLPH PROPERTY GROUP,
L.L.C.**, an Illinois limited liability company

By: *George D. Hanus*
Name: *George D. Hanus*
Its: *President*

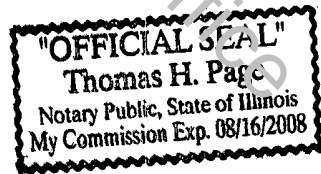
STATE OF *Illinois* :
COUNTY OF *Cook* : ss:

I, *Thomas H. Page*, a Notary Public in and for said County and State, do hereby certify that *George D. Hanus*, *President* of Randolph Property Group, L.L.C., an Illinois limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the Company.

Witness my hand and official seal this *13th* day of July, 2005.

Thomas H. Page
Notary Public

My Commission Expires. _____



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MORTGAGEE:

**SUN LIFE ASSURANCE COMPANY
OF CANADA (U.S.),** a Delaware
corporation.

By: _____
Name: **LEO J. BARRETT JR.**
Its: **ASSISTANT VICE PRESIDENT**

By: _____
Name: **DIANNA E. CHIOTT**
Its: **PROPERTY INVESTMENTS OFFICER**

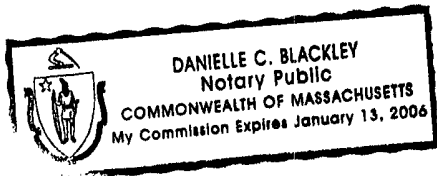
Property of Cook County Clerks Office

COMMONWEALTH OF MASSACHUSETTS :
: SS
COUNTY OF NORFOLK :

On this 13th day of July, 2005, before me appeared Leo J. Barrett, Jr., the A. V. P. and Dianna E. Hayes, the PROPERTY INVESTMENTS OFFICER, respectively, of Sun Life Assurance Company of Canada (U.S.), the corporation that executed the annexed instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Danielle C. Blackley
Notary Public



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EXHIBIT A

LOT 1 IN ALDI'S RE-SUBDIVISION, BEING A SUBDIVISION OF PART OF LOTS 1 AND 2 IN BLOCK 4 OF PETERSON AND WEATHERFORD'S SUBDIVISION, IN SECTION 12, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 29, 2004 AS DOCUMENT 0421132044, IN COOK COUNTY, ILLINOIS

Property Address: 2525 – 2535 West 95th Street
Evergreen Park, Illinois

PIN: 24-12-003-002
24-12-003-004
Part of 24-12-003-006

Property of Cook County Clerk's Office