



Doc#: 0717755000 Fee: \$40.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 06/26/2007 08:52 AM Pg: 1 of 9

**This Document Prepared by, and
upon Recordation Mail to:**

Parkway Bank & Trust Co.
4800 N. Harlem Avenue
Harwood Heights, Illinois 60706
Attn: Samuel L. Pappas
Vice President-Attorney

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made and entered into as of this 4th day of June, 2007, by and between PARKWAY BANK & TRUST COMPANY, with an office located at 4800 N. Harlem Avenue, Harwood Heights, Illinois 60706 ("Lender"), IST LIBERTY MANAGEMENT, INC., an Illinois corporation, with an office located at 4363 N. Harlem Avenue, Norridge, Illinois 60706 ("Borrower"), NORRIDGE ESTATES, LLC, an Illinois limited liability company, with an office located at 658 Busse Road, Park Ridge, Illinois 60068 ("New Borrower"), and MARGARET ANTONIK, PIOTR FILIPEK and GRZEGORZ HAREZGA (individually and collectively, "Guarantors").

WITNESSETH:

WHEREAS, Lender is the holder and owner of the following documents ("Related Documents"):

1. Replacement Promissory Note dated June 1, 2007 in the principal face amount of FIVE MILLION SIX HUNDRED SEVENTY SIX THOUSAND and 00/100 DOLLARS (\$5,676,000.00) executed and delivered by Borrower in favor of Lender ("Promissory Note");
2. Construction Loan Agreement dated June 9, 2006 by and between Borrower and Lender ("Loan Agreement");
3. Mortgage dated June 9, 2006 given by Borrower to Lender, which Mortgage was recorded in the Public Records of Cook County, Illinois on June 20, 2006 as Document Number 0617133047 ("Mortgage"), and which Mortgage encumbers the real property as described therein;
4. Assignment of Rents dated June 9, 2006 given by Borrower to Lender, which Assignment of Rents was recorded in the Public Records of Cook County, Illinois on June 20, 2006 as Document Number 0617133048 ("Assignment of Rents"), and which Assignment of Rents encumbers the real property as described therein;

UNOFFICIAL COPY

5. Commercial Security Agreement dated June 9, 2006 from Borrower to Lender ("Commercial Security Agreement");
6. Three Commercial Guarantees dated June 9, 2006 executed by Guarantors, respectively, in favor of Lender (individually and collectively, "Guarantees");
7. Hazardous Substances Certificate and Indemnity Agreement dated June 9, 2006 by and between Borrower, Lender and Guarantors ("Hazardous Substances Agreement"); and
8. Such other documents, instruments, or agreements securing, relating or pertaining to the foregoing in any way.

WHEREAS, Borrower has conveyed the property encumbered by the Related Documents (hereinafter referred to and as set forth in Exhibit A attached hereto, as the "Property") to New Borrower pursuant to a deed dated March 23, 2007 and recorded in the Public Records of Cook County, Illinois on April 2, 2007 as Document No. 0709249003; and,

WHEREAS, New Borrower desires to formally assume the obligations of Borrower under all of the Related Documents, and to perform all of the covenants and conditions contained in such Related Documents as partial consideration for the transfer of the Property to New Borrower and as consideration for Lender's willingness to consent to the transfer of the Property which is encumbered by the Related Documents; and,

WHEREAS, the Mortgage expressly prohibits the conveyance of the Property without the express written consent of Lender; and,

WHEREAS, Lender is unwilling to give its consent to the transfer of the Property to New Borrower unless New Borrower shall assume all of the obligations heretofore imposed by the Related Documents upon Borrower;

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and in consideration of the premises and of the mutual covenants contained herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree as follows.

1. Ratification and Reaffirmation. Borrower, New Borrower, and Guarantors do hereby ratify and reaffirm the continued validity and enforceability of the Promissory Note and all other Related Documents.
2. Assignment and Assumption. Borrower hereby assigns to New Borrower, and New Borrower expressly assumes, all of Borrower's right, title, interest, and obligations (of every kind and nature whatsoever except that Borrower shall execute a new guaranty in favor of Lender guaranteeing New Borrower's obligations under the Related Documents) in and to the Related Documents, and New Borrower agrees to perform all

UNOFFICIAL COPY

covenants, conditions, duties and obligations contained therein and agrees to continue to pay the Promissory Note and the obligations evidenced thereby in a prompt and timely manner in accordance with the terms thereof. New Borrower represents and warrants that its assumption of the Related Documents is primarily for business/commercial purposes as set forth in Regulation Z, Section 226.3 (a)(1) issued by the Board of Governors of the Federal Reserve System.

Notwithstanding anything to the contrary contained hereunder, the terms and provisions of this Agreement shall not release or affect the liability or obligations of Guarantors under any Related Documents or otherwise (the validity, priority and enforceability of the Related Documents shall not be impaired hereby).

3. Consent to Conveyance. Lender hereby consents to the transfer of the Property to New Borrower, but Lender expressly reserves the right to withhold its consent to any future sale or transfer of the Property, as provided for in the Mortgage.

4. Warranties and Representations. Borrower, New Borrower and Guarantors affirm, warrant, represent and covenant that they have no defenses nor rights of set-off against Lender or against the payment, collection or enforcement of the indebtedness evidenced by the Promissory Note and secured by the Related Documents and owed to Lender. Borrower, New Borrower and Guarantors further warrant and represent as follows:

- a. No default or Event of Default under and as defined in the Promissory Note or under any of the other Related Documents, nor any event, that, with the giving of notice or the passage of time or both, would be a default or an Event of Default under the Promissory Note or any of the other Related Documents, as modified herein, has occurred and is continuing. Borrower, New Borrower, and/or Guarantors have done no acts nor omitted to do any act which might prevent Lender from, or limit Lender in, acting upon or under any of the provisions herein, in the Mortgage, in the Promissory Note or in any other Related Documents;
- b. Neither Borrower, New Borrower nor Guarantors are prohibited under any other document or agreement with any other person or any judgment or decree, from the execution and delivery of this Agreement, or the performance of each and every covenant hereunder or under the Related Documents;
- c. No action has been brought or threatened which would in any way interfere with the right of Borrower, New Borrower or Guarantors to execute this Agreement and to perform all of their obligations contained herein, or in any of the Related Documents;
- d. All financial statements of Borrower, New Borrower and Guarantors are true and correct in all respects, fairly present the respective financial conditions of the subjects thereof, as of the respective dates thereof and no

UNOFFICIAL COPY

material adverse change has occurred that would affect their ability to repay the indebtedness evidenced by the Promissory Note and secured by the other Related Documents;

- e. Borrower is duly formed, validly existing and in good standing under the laws of the State of Illinois and has full power and authority to consummate the transactions contemplated under this Agreement. The execution and delivery of this Agreement has been duly authorized by all requisite action by or on behalf of Borrower;
 - f. New Borrower is duly formed, validly existing and in good standing under the laws of the State of Illinois and has full power and authority to consummate the transactions contemplated under this Agreement. The execution and delivery of this Agreement has been duly authorized by all requisite action by or on behalf of New Borrower.
5. Acknowledgements. Borrower, New Borrower, and Guarantors acknowledge that:
- a. The Related Documents are in full force and effect; and,
 - b. The principal balance of the Promissory Note as of the date of this Agreement is FOUR MILLION EIGHT HUNDRED FORTY ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$4,841,500.00), and principal and interest are unconditionally due and owing to Lender as provided in the Promissory Note.
6. Costs. New Borrower shall pay all costs of the assumption made hereby, to include without limitation, attorneys' fees, UCC-1 filing fees, and recording costs, as well as the cost of a Lender's title insurance policy and any endorsements required by Lender thereto insuring the lien of the Mortgage after the recording of this Agreement. Such costs shall be due at closing hereunder and the payment thereof shall be a condition precedent to Lender's consent to the transfer of the Property to New Borrower. In the event that it is determined that additional costs relating to this transaction are due, New Borrower agrees to pay such costs immediately upon demand.
7. Additional Documents. Borrower, New Borrower, and Guarantors shall execute, deliver, and provide to Lender such additional agreements, documents (including new guarantees executed by Borrower and Guarantors in favor of Lender with respect to New Borrower's obligations), and instruments reasonably requested by Lender to effectuate the intent of this Agreement in form and substance acceptable to Lender in its sole and absolute discretion.
8. Recordation. The recording of this Agreement on the Public Records shall evidence the closing of the transaction described herein.

UNOFFICIAL COPY

9. Integration, Entire Agreement, Change, Discharge, Termination, or Waiver. The Promissory Note and all other Related Documents (as modified hereunder and from time to time) contain the complete understanding and agreement of Borrower, New Borrower, Guarantors and Lender in respect of the loan evidenced by the Promissory Note and supersede all prior representations, warranties, agreements, arrangements, understandings, and negotiations. This Agreement is to be considered attached to the Promissory Note and all other Related Documents and made a part thereof. No provision of the Promissory Note or any Related Document as modified herein may be changed, discharged, supplemented, terminated, or waived except in a writing signed by the parties thereto.

10. Paragraph Headings. The paragraph headings used herein are for convenience of reference only and shall not be used in the interpretation or construction hereof.

11. Governing Law. This Agreement shall be governed, interpreted and construed by, through and under the laws of the State of Illinois.

12. Time of the Essence. Time is of the essence of this Agreement.

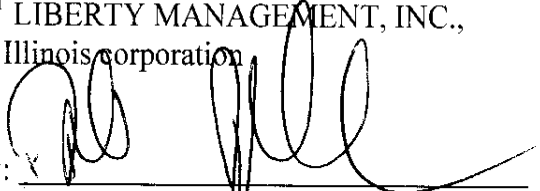
13. Attorneys' Fees. All costs incurred by Lender in enforcing this Agreement and in collection of sums due Lender from Borrower and/or New Borrower, to include, without limitation, reasonable attorneys' fees through all trials, appeals, and proceedings, to include, without limitation, any proceedings pursuant to the bankruptcy laws of the United States and any arbitration proceedings, shall be paid by New Borrower.

14. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto as well as their permitted successors and assigns, heirs and personal representatives.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as follows:

BORROWER:

1ST LIBERTY MANAGEMENT, INC.,
an Illinois corporation

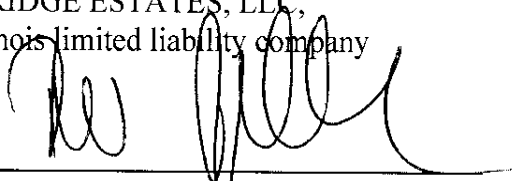
By: 
Piotr Filipek, President

UNOFFICIAL COPY

NEW BORROWER:

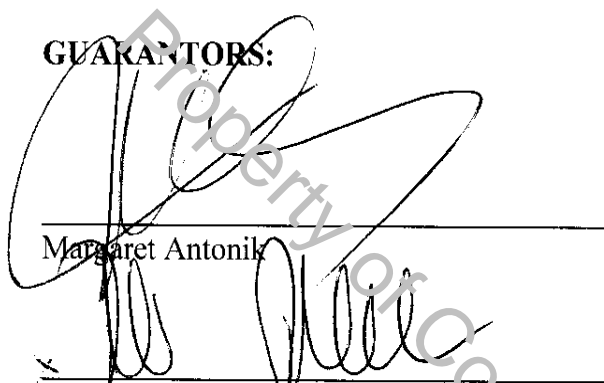
NORRIDGE ESTATES, LLC,
an Illinois limited liability company

By:



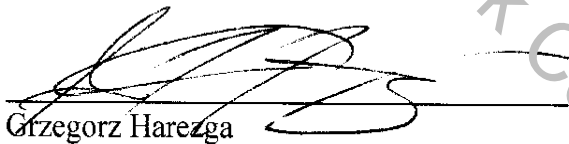
Piotr Filipek, Member

GUARANTORS:



Margaret Antonik

Piotr Filipek



Grzegorz Harezga

LENDER:

PARKWAY BANK AND TRUST COMPANY,
an Illinois banking corporation

By: 

Name: David Herb

Title: Vice President

UNOFFICIAL COPY

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that **PIOTR FILIPEK**, personally known to me to be an Authorized Signatory of **1ST LIBERTY MANAGEMENT, INC.**, an Illinois corporation, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act and deed for the uses and purposes therein set forth.



[Handwritten Signature]

Notary Public

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that **PIOTR FILIPEK**, personally known to me to be an Authorized Signatory of **NORRIDGE ESTATES, LLC**, an Illinois limited liability company, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act and deed for the uses and purposes therein set forth.



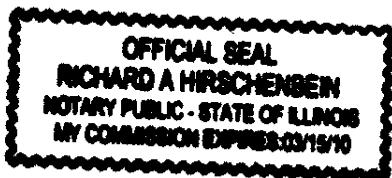
[Handwritten Signature]

Notary Public

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that **MARGARET ANTONIK, PIOTR FILIPEK** and **GRZEGORZ HAREZGA** appeared before me in person and acknowledged that they signed the foregoing instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notary seal this 4 day of June 2007.



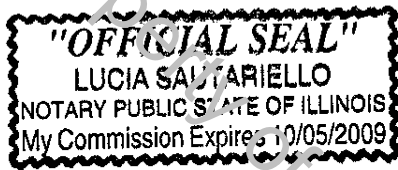
[Handwritten Signature]

Notary Public

UNOFFICIAL COPY

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that David Hyde, personally known to me to be an Authorized Signatory of **PARKWAY BANK AND TRUST COMPANY**, an Illinois banking corporation, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act and deed for the uses and purposes therein set forth.



Lucia Santariello

Notary Public

**This Document Prepared by, and
upon Recordation Mail to:**

Parkway Bank & Trust Co.
4800 N. Harlem Avenue
Harwood Heights, Illinois 60706
Attn: Samuel L. Pappas
Vice President-Attorney

Proprietary
Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

Legal Description

LOTS 16, 17, 18, 19, 20, 21 AND 22 IN BLOCK 8 IN KINSEY'S IRVING PARK BOULEVARD SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4(EXCEPT THE EAST 10.0 FEET THEREOF) OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS

COMMON ADDRESS: 7604-12 W. Irving Park Rd., Norridge, IL 60706

PIN#: 12-13-317-032-0000, 12-13-317-033-0000,
12-13-317-034-0000 & 12-13-317-035-0000

Property of Cook County Clerk's Office