



Doc#: 0720742160 Fee: \$36.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 07/26/2007 02:05 PM Pg: 1 of 7

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

WELLS FARGO BANK, N.A.
Commercial Mortgage Servicing
1320 Willow Pass Road, Suite 300
Concord, California 94520

Attention: Loan Servicing
Loan No.: 85-0500168

(Space Above For Recorder's Use)

MEMORANDUM OF ASSUMPTION AGREEMENT

6230 OAK LAWN LLC, an Illinois limited liability company ("Buyer"), with a mailing address at c/o Repak Real Estate Development, 60 Revere Drive, Suite 700, Northbrook, Illinois 60062, Attention: Alan Kaplan, BELL PLAZA 1031, L.L.C., a Delaware limited liability company ("Borrower"), with a mailing address at 2901 Butterfield Road, Oak Brook, Illinois 60523, and LASALLE BANK NATIONAL ASSOCIATION, as Trustee for the Certificateholders of Bear Stearns Commercial Mortgage Securities Inc. Commercial Mortgage Pass-Through Certificates, Series 2005-TOP20 ("Noteholder"), with a mailing address at c/o Wells Fargo Bank, N.A., Commercial Mortgage Servicing, 1320 Willow Pass Road, Suite 300, Concord, California 94520, are parties to that certain Assumption Agreement dated of even date herewith ("Assumption Agreement") The undersigned parties agree that all obligations under that certain promissory note ("Note") dated May 13, 2005, in the original principal amount of \$3,140,000.00, secured by that certain Mortgage and Security Agreement (as assigned, as set forth below, "Security Instrument") executed by Borrower for the benefit of Original Lender, securing the Note and other obligations of Borrower, recorded on May 23, 2005, as Document No. 0514335000 in the Office of the Recorder of Deeds, Cook County, Illinois (the "Official Records"), the lender's interest under which was assigned by Bear Stearns Commercial Mortgage, Inc. to Noteholder by assignment recorded on March 8, 2006, as Document No. 0606744007, in the Official Records, and all other Loan Documents (as defined in the Assumption Agreement), have been assumed by Buyer upon the terms and conditions set forth in the Assumption Agreement.

The Assumption Agreement is by this reference incorporated herein and made a part hereof. This Memorandum of Assumption Agreement may be executed in any number of counterparts, each of which when executed and delivered will be deemed an original and all of which taken together will be deemed to be one and the same instrument.

[signatures to follow on next page]

Box 400-CTCC

83718442202

7/28

UNOFFICIAL COPY

IN WITNESS WHEREOF, Buyer, Borrower, and Noteholder have caused this Agreement to be duly executed as of the date first above written.

BUYER:

6230 OAK LAWN LLC, an Illinois limited liability company ("**Buyer**"),

By: [Signature]
Name: ALAN KAPLAN
Title: Manager

STATE OF IL)
) ss.
COUNTY OF Cook)

On July 18, 2007, before me, Kenneth Klassman, a Notary Public in and for said state, personally appeared Alan Kaplan, who acknowledged himself/herself to be the manager of **6230 OAK LAWN LLC**, an Illinois limited liability company (personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument) and that he/she, as such authorized person, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of such entity by himself/herself as such authorized person.

In witness whereof I hereunto set my hand and official seal.

[Signature]
Notary Public, ILLINOIS State
KENNEY, KL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES [unclear]

[signatures continued on next page]

UNOFFICIAL COPY

BORROWER:

BELL PLAZA 1031, L.L.C., a Delaware limited liability company

By: North Forsyth Associates, a North Carolina general partnership, its sole member

By: *Davey B. Stallings* *and Partner*
Name: Davey B. Stallings, M.D., Partner

By: *James N. Ziglar, Jr.* *Partner*
Name: James N. Ziglar, Jr., D.D.S., Partner

Property of Cook County Clerk's Office

UNOFFICIAL COPY

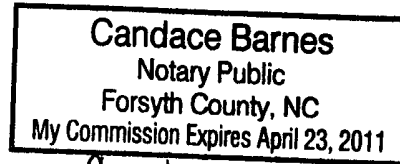
STATE OF North Carolina)
) ss.
COUNTY OF Forsyth)

On July 18, 2007, before me, Candace Barnes, a Notary Public in and for said state, personally appeared **Davey B. Stallings, M.D.**, who acknowledged himself/herself to be a General Partner of North Forsyth Associates, a North Carolina general partnership, the sole member of **BELL PLAZA 1031, L.L.C.**, a Delaware limited liability company (personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument), and that he/she, as such authorized person, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of such entity by himself/herself as such authorized person.

In witness whereof I hereunto set my hand and official seal.

Candace Barnes
Notary Public in and for said State

(SEAL)



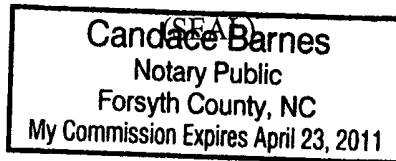
STATE OF North Carolina)
) ss.
COUNTY OF Forsyth)

On July 18, 2007, before me, Candace Barnes, a Notary Public in and for said state, personally appeared **James N. Ziglar, Jr., D.D.S.**, who acknowledged himself/herself to be a General Partner of North Forsyth Associates, a North Carolina general partnership, the sole member of **BELL PLAZA 1031, L.L.C.**, a Delaware limited liability company (personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument), and that he/she, as such authorized person, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of such entity by himself/herself as such authorized person.

In witness whereof I hereunto set my hand and official seal.

Candace Barnes
Notary Public in and for said State

(SEAL)



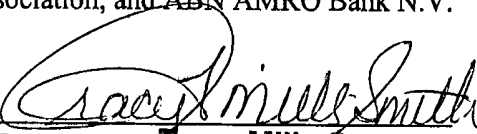
[signatures continued on next page] Candace Barnes

UNOFFICIAL COPY

NOTEHOLDER:

LASALLE BANK NATIONAL ASSOCIATION, as Trustee for the Certificateholders of Bear Stearns Commercial Mortgage Securities Inc. Commercial Mortgage Pass-Through Certificates, Series 2005-TOP20

By: Wells Fargo Bank, National Association, as Master Servicer under the Pooling and Servicing Agreement dated October 1, 2005, by and among Bear Stearns Commercial Mortgage Securities Inc., Wells Fargo Bank, National Association, Centerline Servicing Inc. (f/k/a ARCap Servicing, Inc.), LaSalle Bank National Association, and ABN AMRO Bank N.V.

By: 
Name: Tracy Mills-Smith
Title: Assistant Vice President

Property of Cook County Clerk's Office

UNOFFICIAL COPY

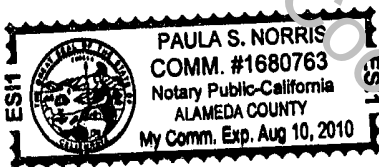
STATE OF California)
COUNTY OF Contra Costa) ss.

On July 17, 2007, before me, Paula S. Norris, a Notary Public in and for said state, personally appeared Tracy Mills Smith, who acknowledged ~~himself~~/herself to be the AVP of Wells Fargo Bank, National Association, as Master Servicer under the Pooling and Servicing Agreement for **LASALLE BANK NATIONAL ASSOCIATION**, as Trustee (~~personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument~~) and that ~~he~~/she, as such authorized person, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of such entity by ~~himself~~/herself as such authorized person.

In witness whereof I hereunto set my hand and official seal.

Paula S. Norris

Notary Public in and for said State



(SEAL)

UNOFFICIAL COPY

STREET ADDRESS: 6232-6234 WEST 95TH STREET
CITY: OAK LAWN COUNTY: COOK
TAX NUMBER: 24-05-302-043-+000

LEGAL DESCRIPTION:

LOT 28 (EXCEPT THE WEST 33.00 FEET, THE SOUTH 17.00 FEET AND THE NORTH 183.00 FEET THEREOF) IN OAK LAWN FARMS, BEING CHARLES W. JAMES' SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SOUTHWEST 1/4), IN COOK COUNTY, ILLINOIS.

ALSO DESCRIBED AS:

THAT PART OF LOT 28 IN OAK LAWN FARMS, BEING CHARLES W. JAMES SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SOUTHWEST 1/4), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF LINE WHICH IS 17.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 28 AND A LINE WHICH IS 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 28; THENCE NORTH 00 DEGREE, 58 MINUTES, 26 SECONDS WEST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 28, A DISTANCE OF 426.89 FEET; THENCE NORTH 89 DEGREES, 56 MINUTES, 05 SECONDS EAST ALONG A LINE, WHICH IS 183.00 FEET SOUTH OF AND PARALLEL WITH NORTH LINE OF SAID LOT 28, A DISTANCE OF 302.18 FEET TO A POINT ON EAST LINE OF SAID LOT 28; THENCE SOUTH 00 DEGREE, 57 MINUTES, 06 SECONDS EAST ALONG SAID EAST LINE OF LOT 28, A DISTANCE OF 427.20 FEET TO THE POINT ON A LINE, THAT IS 17.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 28; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 302.02 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.