



Doc#: 0805622001 Fee: \$40.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/25/2008 09:22 AM Pg: 1 of 9

THIS DOCUMENT PREPARED
BY AND AFTER RECORDING
SHOULD BE MAILED TO:
THOMAS S. EISNER
18400 Maple Creek Drive
Suite 700
Tinley Park, IL 60477

LOAN ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT made as of the 30th day of November, 2007, by and among **110 CICERO, INC.**, an Illinois corporation (sometimes, "110"); **GEORGE T. HIOTIS** (sometimes "George T."), **GEORGE A. HRYSIKOS** (sometimes, George A.), **DIMITRIOS T. HIOTIS** (sometimes "Dimitrios T."), and, **DEMETRIOS P. HIOTIS** (sometimes, "Demetrios P.") (110, George T., George A., Dimitrios T. and Demetrios P. are, sometimes, collectively, "Assignors"); **D. G. H. REALTY, LLC**, an Illinois limited liability company ("Assignee"); and, **BANK OF SHOREWOOD** ("Lender"),

WITNESSETH:

WHEREAS, December 23, 2005, 110 borrowed the sum of Four Hundred Thousand and 00/100 Dollars (\$400,000.00) from Lender pursuant to promissory note (the "Note"), a copy of which is attached hereto as Exhibit "A", the proceeds of which were used by 110 pursuant to and in compliance with a Business Loan Agreement dated December 23, 2005 (the "Loan Agreement"), a copy of which is attached hereto as Exhibit "B"; and,

SY
PG
SN
M. J. R.

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WHEREAS, the Note and all obligations of 110 contained therein are presently secured and collateralized by the following:

a.) mortgage (sometimes, the "Mortgage") dated December 23, 2005, executed by 110 in favor of Lender granting Lender a first mortgage encumbering the property commonly known as 11005 South Cicero Avenue, Oak Lawn, Illinois, legally described on Exhibit "C" attached hereto (the "Property");

b.) assignment of rents (sometimes the "Assignment of Rents") dated December 23, 2005, executed by 110 in favor of Lender encumbering all Leases and Rents at the Property;

c.) commercial guarantees (the "Guarantees") dated December 23, 2005, executed by George T., George A., Dimitrios T., and Demetrios P., in favor of Lender guaranteeing payment of the Note.

Copies of those documents hereinabove enumerated in paragraphs a.) through c.) are attached hereto as Group Exhibit "D", and are collectively referred to herein as the Existing Collateral Documents; and,

WHEREAS, 110 has heretofore been involuntarily dissolved by the Office of the Secretary of the State of Illinois; and,

WHEREAS, Assignors desire to sell, transfer, assign, convey and set over unto Assignee all their respective rights, titles and interests in and to the Property, subject to the assumption by Assignee of Assignors' duties, obligations and liabilities pursuant to, and provided for in, the Note, Loan Agreement and Existing Collateral Documents (sometimes, collectively the "Loan Documents"); and,

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WHEREAS, Lender is, subject to the terms contained herein, willing to consent to the sale, transfer, assignment and conveyance by Assignors to Assignee of all their respective rights, titles and interests in and to the Property,

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. The preambles and recitals set forth above are, by this referenced, incorporated into and made a part of this Agreement.

2) Subject to the terms contained herein, Lender consents to the sale, transfer, assignment and conveyance by Assignors to Assignee of all Assignors' respective rights, titles and interests in and to the Property.

3) Assignee, without release of Assignors, or any them, hereby expressly assumes all obligations, liabilities, responsibilities and duties to Lender, evidenced by and in connection with the Loan Documents, Assignee acknowledging and agreeing that the liens heretofore granted Lender, including but not limited to those liens granted Lender, encumbering the Property pursuant to the Mortgage and the Assignment of Rents, shall remain valid, and in full force and effect, according to their original tenor.

4.) Lender's consent to the assumption hereby given shall not constitute or operate as a release of Assignors of their obligations to Lender under the Loan Documents, Assignors, and each of them, being and remaining fully liable and responsible for responsible for satisfying and complying with the terms and provisions contained therein. Lender's consent herein shall not be deemed:

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a.) a release, waiver or discharge of the obligations, liabilities and duties of George T., George A., Dimitrios T., and Demetrios P. pursuant to and as provided in, the Guarantees; or,

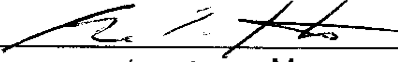
b.) a modification of any of the terms, conditions or provisions of the Loan Documents, or the obligations of Assignors thereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused it to be executed by their duly authorized parties, all as of the date first above written.

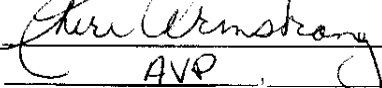
110 CICERO, INC.,
an Illinois corporation

BY: 
GEORGE T. HIOTIS, President

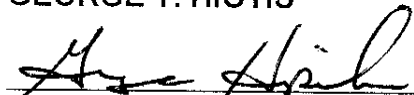
D. G. H. REALTY, LLC.,
an Illinois limited liability company

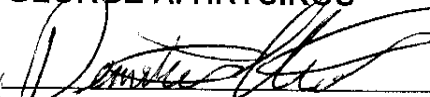
BY: 
George T. Hiotis, Manager

BANK OF SHOREWOOD,
an Illinois banking association

BY: 
AVP


GEORGE T. HIOTIS


GEORGE A. HRYSIKOS


DIMITRIOS T. HIOTIS


DEMETRIOS P. HIOTIS

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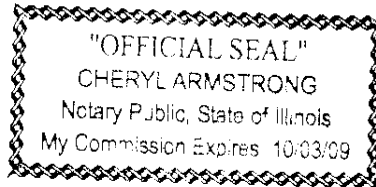
STATE OF ILLINOIS)
) ss:
COUNTY OF Will)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that on this day personally appeared before me **GEORGE T. HIOTIS**, personally known to me to be the same person whose name is subscribed to the foregoing instrument and personally known to me to be the President of **110 CICERO, INC.** acknowledged that as such President, he signed, sealed, and delivered the said instrument, pursuant to authority given by the Boards of Directors of said corporation as its 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 official seal, this 30th day of November, 2007.

Cheryl Armstrong
NOTARY PUBLIC

my commission expires: 10/3/09



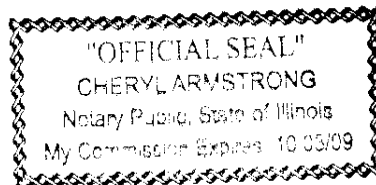
STATE OF ILLINOIS)
) ss:
COUNTY OF Will)

I, the undersigned, a notary public in and for said county, in the state aforesaid, do hereby certify that on this day personally appeared before me **GEORGE T. HIOTIS**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed and delivered said instrument as his free and voluntary act and deed for the uses and purposes therein set forth, including the waiver of rights of redemption and waiver of all rights and benefits under and by virtue of the homestead exemption laws of this state.

Given under my hand and notarial seal this 30th day of November, 2007.

Cheryl Armstrong
NOTARY PUBLIC

my commission expires: 10/3/09



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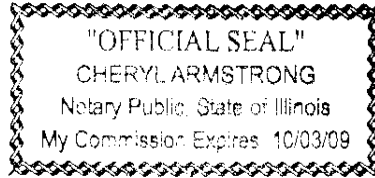
STATE OF ILLINOIS)
) SS:
 COUNTY OF Will)

I, the undersigned, a notary public in and for said county, in the state aforesaid, do hereby certify that on this day personally appeared before me **GEORGE A. HRYSIKOS**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed and delivered said instrument as his free and voluntary act and deed for the uses and purposes therein set forth, including the waiver of rights of redemption and waiver of all rights and benefits under and by virtue of the homestead exemption laws of this state.

Given under my hand and notarial seal this 30th day of November, 2007.



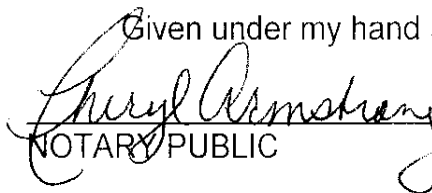
 NOTARY PUBLIC



STATE OF ILLINOIS)
) SS:
 COUNTY OF Will)

I, the undersigned, a notary public in and for said county, in the state aforesaid, do hereby certify that on this day personally appeared before me **DEMETRIOS P. HIOTIS**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed and delivered said instrument as his free and voluntary act and deed for the uses and purposes therein set forth, including the waiver of rights of redemption and waiver of all rights and benefits under and by virtue of the homestead exemption laws of this state.

Given under my hand and notarial seal this 30th day of November, 2007.



 NOTARY PUBLIC



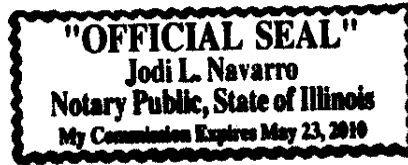
STATE OF ILLINOIS)
) SS:
 COUNTY OF C O O K)

I, the undersigned, a notary public in and for said county, in the state aforesaid, do hereby certify that on this day personally appeared before me **DIMITRIOS T. HIOTIS**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed and delivered said instrument as his free and voluntary act and deed for the uses and purposes therein set forth, including the waiver of rights of redemption and waiver of all rights and benefits under and by virtue of the homestead exemption laws of this state.

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Given under my hand and notarial seal this 30th day of November, 2007.

Jodi L. Navarro
NOTARY PUBLIC



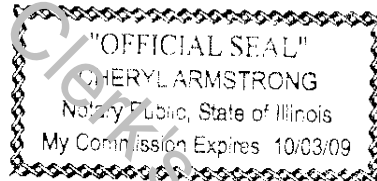
STATE OF ILLINOIS)
) SS:
COUNTY OF Will)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that on this day personally appeared before me Cheryl Armstrong, personally known to me to be the same person whose name is subscribed to the foregoing instrument and personally known to me to be Assistant Vice President of **BANK OF SHOREWOOD**, and acknowledged that as such _____, (s)he signed, sealed, and delivered the said instrument, 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 official seal, this 3rd day of November, 2007.

Jodi L. Navarro
NOTARY PUBLIC

my commission expires: 5-23-10



STATE OF ILLINOIS)
) SS:
COUNTY OF Will)

I, the undersigned, a notary public in and for said county, in the state aforesaid, do hereby certify that **GEORGE HIOTIS**, the Manager of **D.G.H. REALTY, LLC**, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of said Manager, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of November, 2007.

Cheryl Armstrong
NOTARY PUBLIC

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EXHIBIT "C"

Legal Description:

LOTS 18, 19, 20 & 21 (EXCEPT THE WEST 5 FEET OF EACH OF SAID LOT) IN BLOCK 24 IN FREDERICK H. BARTLETT'S HIGHWAY ACRES, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Nos:

24-15-317-023; 24-15-317-024

Address:

11005 South Cicero Avenue, Oak Lawn, Illinois 60453

Property of Cook County Clerk's Office

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EXHIBITS "A", "B", AND

GROUP EXHIBIT "D"

HAVE BEEN INTENTIONALLY

REMOVED FOR PURPOSES OF

RECORDING ONLY

Property of Cook County Clerk's Office

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and curves, positioned over the diagonal watermark text.