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Prepared by and after  
recording return to:

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Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/15/2009 08:40 AM Pg: 1 of 10

Property Common Address:  
22300 Governors Hwy.  
Richton Park, IL 60471

PIN: 31-34-206-005-0000

## LOAN ASSUMPTION AGREEMENT

**THIS LOAN ASSUMPTION AGREEMENT** (this "Agreement") dated as of May 14, 2009, is by and among RMS PROPERTIES, L.L.C., an Illinois limited liability company ("RMS"), whose address is 1491 W. Schaumburg Road, Schaumburg, IL 60193, HEIDNER PROPERTIES, INC., an Illinois corporation ("Heidner"), whose address is 399 Wall Street, Unit H, Glendale Heights, IL 60139, ROSHAN SHOFFET ("Guarantor"), whose address is 1491 W. Schaumburg Road, Schaumburg, IL 60193 and PARKWAY BANK AND TRUST COMPANY, an Illinois state bank ("Lender"), whose address is 4800 N. Harlem Avenue, Harwood Heights, IL 60706, and has reference to the following:

WHEREAS, on or about May 14, 2004, Lender made a loan (the "Loan") to Heidner in the original principal amount of \$300,000.00 secured by the property located at 22300 Governors Hwy., Richton Park, IL 60471, which is legally described on EXHIBIT A hereto (the "Mortgaged Property");

WHEREAS, the Loan is evidenced by, among other things (collectively the "Loan Documents");

(a) that certain Promissory Note dated May 14, 2004 in the original principal amount of \$300,000.00 (the "Mortgage Note") made by Heidner in favor of Lender;

(b) that certain Mortgage and Security Agreement dated May 14, 2004 which was recorded on June 14, 2004 as Document number 0416601175 made by Heidner in favor of Lender against the Mortgaged Property (the "Mortgage");

(c) that certain Assignment of Leases and Rents dated May 14, 2004 which was recorded on June 14, 2004 as Document number 0416601176 made by Heidner in favor of Lender against the Mortgaged Property (the "Assignment"); and

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(d) all of the other assignments, indemnities, certificates, letters, documents instruments and agreements delivered by or on behalf of Heidner (and others) to Lender in connection with the Loan.

WHEREAS, Rick Heidner previously executed his continuing unconditional guaranty dated May 14, 2004 guarantying all of the obligations of Heidner under the Loan (the "Original Guaranty").

WHEREAS, Lender has agreed to the transfer of the Mortgaged Property from Heidner to RMS provided that: (a) RMS assumes all of Heidner's obligations under the Loan Documents; (b) Guarantor executes and delivers to Lender its guaranty of all amounts due under the Loan; and (c) RMS, Heidner and Guarantor otherwise comply with the terms, conditions and requirements of this Agreement.

WHEREAS, RMS, Heidner and Guarantor will derive substantial direct and indirect benefit from the Lender's consent to the transfer of the Mortgaged Property to RMS.

WHEREAS, RMS, Heidner, Guarantor and Lender desire to set forth in writing the terms and provisions of RMS's assumption of the Loan and certain other agreements relating thereto.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, RMS, Heidner, Guarantor and Lender agree as follows:

1. Assignment and Assumption of Loan. Heidner hereby assigns to RMS (and RMS hereby accepts) all of its right, title and interest in and to the Loan and the Loan Documents. RMS hereby unconditionally and irrevocably assumes all of Heidner's obligations under the Loan Documents and shall hereby immediately become directly liable for all of Heidner's agreements, obligations, representations, warranties and covenants contained in the Loan Documents. Without limiting the foregoing, RMS shall upon the execution of this Agreement become liable for the repayment of the full amount due under the Mortgage Note, as the same may be amended, restated, replaced, revised and or extended from time to time. The assumption contained above shall make RMS directly and fully responsible for the performance of all such obligations to the extent as if RMS had itself executed each and every one of the Loan Documents. By executing this Agreement, RMS hereby affirms and makes each of the agreements, obligations, representations, warranties and covenants contained in the Loan Documents as of the date hereof.

2. Release of Heidner. Subject to the second sentence hereof, in consideration of RMS's assumption of the loan and Guarantor's delivery of his personal guaranty of the Loan, Lender hereby releases and discharges Heidner from his obligations under the Loan Documents. Notwithstanding the foregoing, the release of Heidner contained in this Section 2 shall in no way release or discharge Heidner from any obligation which it may owe to Lender arising out of this Agreement.

3. Consent to Transfer. Lender hereby consents to the transfer of the Mortgaged Property to RMS from Heidner. No further transfers of the Mortgaged Property shall be permitted without Lender's written consent.

4. Representations, Warranties and Covenants. Heidner, RMS and Guarantor each hereby represent and warrant to and covenant with Lender as follows:

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(a) The transfer of the Mortgaged Property to RMS from Heidner shall be subject to the lien of the Mortgage, the Assignment, the UCC Statement and all of the other Loan Documents.

(b) The recitals set forth at the beginning of this Agreement are factually true and correct in all respects and such have been relied on by Lender and form a material part of this Agreement.

(c) Except as modified by or as otherwise expressly provided for in this Agreement: (i) the Loan Documents shall be unaffected and in no way be released, mitigated, or discharged as a result of this Agreement; and (ii) the Loan Documents are in full force and effect and are binding and enforceable, and will remain binding and enforceable in accordance with their terms.

(d) He or it does not possess any claims, defenses, offsets or counterclaims against the Lender relating to the Loan Documents and he or it does not have any knowledge of any facts that would give rise to any claims, defenses, offsets or counterclaims against the Lender relating to the enforceability of the Loan Documents.

(e) In the event there exists any facts that would give rise to any claim, defense, offset or counterclaim against or with respect to the enforcement of Loan Documents, he or it hereby unconditionally, irrevocably, and unequivocally waives and fully releases Lender of any such claim, defense, offset or counterclaim to the same extent as if such claims were the subject of a lawsuit adjudicated to conclusion and dismissed therein with prejudice.

(f) Prior to the date hereof, Lender has fully performed its obligations under the Loan Documents.

(g) No Event of Default has occurred under the Loan Documents and no circumstances exist which would constitute an Event of Default if proper notice were given or if a grace period elapsed.

(h) This Agreement has been duly authorized by all necessary corporate or organizational action required under RMS's organizational documents, and the execution thereof shall not violate any of RMS's organizational documents or any other contracts or agreements to which RMS is bound.

(i) At all times until the Loan is paid in full Guarantor shall: (i) own or control 100% of the membership interests of RMS; and (i) continue to be an officer, director and/or manager of RMS.

5. Conditions to Closing. Lender's agreement to consent to the assumption contained herein shall be subject to the satisfaction of the following conditions precedent by Heidner, RMS and/or Guarantor:

(a) The sum of \$1,035.00 shall be paid to Lender which amount shall be applied toward fees.

(b) Contemporaneously herewith, RMS will execute a new term note in the maximum principal amount of \$290,000 in form and manner satisfactory to Lender (the "Replacement Note"). The Replacement Note is being executed and delivered in substitution,

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renewal, amendment and replacement of (but not in payment of) the Mortgage Note. The Replacement Note represents a renewal of all amounts currently outstanding under the Mortgage Note. All amounts outstanding under the Mortgage Note as of the date hereof shall be deemed outstanding under the Replacement Note. All references to the "Promissory Note" or "Note" in the Loan Documents shall mean the Replacement Note (and any amendments, renewals, substitutions or replacements thereto).

(c) Lender shall (at RMS's expense) receive a new lender's title insurance policy (the "New Policy") from Chicago Title Insurance Company in the amount of \$290,000.00 which shall list RMS as the title holder and which shall in all respects be acceptable to Lender in its discretion. Without limiting the foregoing, except for those encumbrances expressly permitted in writing by Lender, the New Policy shall not contain any Schedule B exceptions disclosing any mortgage, trust deed or other encumbrance other than the Loan Documents, regardless of whether such is senior or junior to the Loan Documents. The New Policy shall include such endorsements as Lender may reasonably require.

(d) Lender shall have received a Manager's Certificate as to members, managers and Company Records from RMS and a Secretary Certificate as to the officers and directors of Heidner, both in form and substance acceptable to Lender.

(e) Guarantor shall have delivered to Lender its guaranty of all amounts due under the Loan (the "Guaranty").

(f) Lender shall have received proof from RMS that the Mortgaged Property is properly insured by RMS as required under the Mortgage.

(g) Lender shall have received an opinion letter from RMS's and Guarantor's counsel opining as to such matters as Lender may determine in its discretion.

(i) RMS shall have paid all of Lender's legal fees and costs incurred in connection with the assumption of the loan by RMS.

6. Acknowledgment of Consideration. Heidner, RMS and Guarantor hereby agree and acknowledge as follows:

(a) this Agreement has been entered into in consideration of Lender's agreement to enter into the Loan;

(b) Lender's agreement to make the Loan constitutes valuable and adequate consideration for the granting of this Agreement and execution of the Guaranty; and

(c) Heidner, RMS and Guarantor each hereby waive any and all defenses relating to or arising out of the existence, failure or adequacy of the consideration given for the execution of this Agreement or the Guaranty.

7. Acknowledgement of Security for Loan. Heidner, RMS and Guarantor hereby agree that all mortgages, security interests, assignments, liens and pledges in favor of Lender as evidenced or created by the Loan Documents shall continue in full force and effect and shall secure the repayment of all amounts due to Lender under the Loan and the Loan Documents, including without limitation the obligations evidenced by the Replacement Note. It is the

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intention of the parties that this Agreement shall not result in a subordination, amendment or modification of the Loan Documents, except as expressly provided for herein.

8. Acknowledgment of Loan Documents. RMS and Guarantor each hereby represent, warrant and agree that: (a) he/it has read and reviewed the terms of the Loan Documents prior to executing this Agreement; (b) he/it has had the opportunity to consult with Lender and legal counsel of its own choosing concerning the contents of this Agreement and the Loan Documents as well as the status of the Loan; (c) he/it consents to, approves of and accepts the terms of the Loan Documents, as amended hereby; and (d) he/it waives any defense to the enforcement of the Loan Documents based upon: (i) Lender's failure to provide RMS or Guarantor any information relating to Heidner or the administration of the Loan prior to the date hereof; or (ii) its failure to fully read, review or understand the Loan Documents or the status of Loan administration.

9. Quinibus Amendment. Heidner, RMS and Guarantor hereby agree that each of the Loan Documents shall hereby be deemed amended to give effect to the provisions of this Agreement without need for separately amending each of the Loan Documents. Without limiting the foregoing, the terms "Borrower", "Mortgagor" and "Debtor" used throughout the Loan Documents shall be deemed to hereafter refer to RMS.

10. Cross-Default Provisions. RMS, Guarantor and Lender hereby agree that: (a) an event of default under this Agreement or the Guaranty shall constitute an Event of Default under each and every one of the Loan Documents; and (b) an event of default under any of the Loan Documents shall constitute an Event of Default under this Agreement and the Guaranty.


11. Indemnity and Waivers. To the extent any dispute arises between Heidner, RMS and/or Guarantor or with respect to the transactions contemplated hereby and Lender is made a party to such dispute or determines that it must protect its interests in connection with said dispute, then RMS and Guarantor hereby jointly and severally agree to indemnify Lender and to hold Lender harmless from and against all losses, claims, demands, costs, expenses, and liabilities (including settlement amounts and attorney's fees) suffered by Lender in connection with any such dispute. Further, Heidner, RMS and Guarantor hereby absolutely and unconditionally waive any and all defenses to the enforcement of the Loan Documents arising by virtue of the execution of this Agreement.

12. Agreement and Consent of Guarantor. Concurrent with the execution hereof, Guarantor shall execute and deliver to Lender the Guaranty. Guarantor hereby consents to the terms of this Agreement and acknowledges that the obligations of RMS arising hereunder shall be deemed to be "Indebtedness" (as such is used in and defined under the Guaranty). Guarantor represents, warrants and agrees that: (a) it does not possess any claims, defenses, offsets or counterclaims against the Lender relating to the Guaranty; (b) it does not have any knowledge of any facts that would give rise to any such claims, defenses, offsets or counterclaims against the Lender; and (c) in the event there exists any facts that would give rise to any claim, defense, offset or counterclaim against or with respect to the Guaranty, it hereby unconditionally, irrevocably and unequivocally waives and fully releases Lender of any such claim, defense, offset or counterclaim to the same extent as if such claims were the subject of a lawsuit adjudicated to conclusion and dismissed with prejudice. Guarantor hereby certifies, represents and warrants to Lender that all certifications, representations and warranties made by Guarantor to Lender in or in connection with the Guaranty are true in all material respects on and as of the date hereof.

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IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first set forth above.

HEIDNER PROPERTIES, INC., an Illinois  
corporation

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

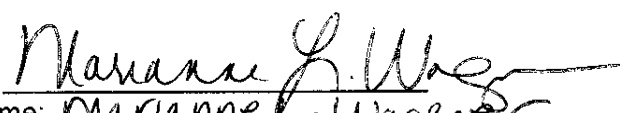
RMS PROPERTIES, L.L.C., an Illinois limited  
liability company

By: RMS PROPERTIES, L.L.C., an Illinois  
limited liability company, Manager

By:   
Name: Roshan Shoffet, President

  
ROSHAN SHOFFET

PARKWAY BANK AND TRUST COMPANY

By:   
Name: Marianne L. Wagener  
Title: Vice President



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13. Release of Lender by Heidner. In consideration of Lender's agreement to release Heidner as provided for herein and Lender's consent to the assumption of the Loan by RMS, Heidner hereby releases and fully discharges Lender from and against any and all claims, causes of actions or damages which Heidner may have as of the date hereof (whether known or unknown to Heidner).

14. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be governed by and enforced in accordance with the laws of the State of Illinois. No waiver, modification, estoppel, amendment, discharge or change of the terms of this Agreement shall be valid and binding unless the same is in writing and signed by all parties hereto. The provisions of this Agreement are severable in the instance any provision is unenforceable. RMS and Guarantor (jointly and severally) shall pay, on demand, all of Lender's costs and fees (including attorney's fees and costs) incurred by Lender in the enforcement of the provisions of this Agreement. The terms and provisions of the Loan Documents are incorporated herein by reference as if fully stated herein. To the extent the terms of this Agreement conflict with the terms of the Loan Documents, the terms of this Agreement shall control. This Agreement, along with the Guaranty and the Loan Documents, constitutes the entire agreement of the parties with respect to the matters referenced herein. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The headings herein are for convenience only and shall in no manner be construed to affect the substantive nature of this Agreement. Any and all notices to be served on RMS or Guarantor shall be served using the addresses set forth above. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN CONNECTION WITH THIS AGREEMENT.

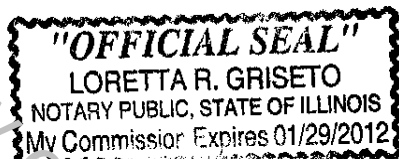
[SIGNATURE PAGE FOLLOWS]

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STATE OF ILLINOIS )  
COUNTY OF IL ) SS.

I, Loretta Grisetto, a notary public, in and for said County in said State, hereby certify that RICK HEIDNER, the President of HEIDNER PROPERTIES, INC., an Illinois corporation, signed the foregoing conveyance in his/her representative capacity and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said parties.

GIVEN under my hand and Notarial Seal this 14th day of May, 2009.



Loretta R. Grisetto  
NOTARY PUBLIC

My Commission Expires:

1/29/2012

STATE OF ILLINOIS )  
COUNTY OF IL ) SS.

I, Loretta Grisetto, a notary public, in and for said County in said State, hereby certify that Roshan Shoffet, the President of RMS PROPERTIES, INC., the Manager of RMS PROPERTIES, L.L.C., an Illinois limited liability company signed the foregoing instrument in his representative capacity and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said parties.

GIVEN under my hand and Notarial Seal this 14th day of May, 2009.



Loretta R. Grisetto  
NOTARY PUBLIC

My Commission Expires:

1/29/2012

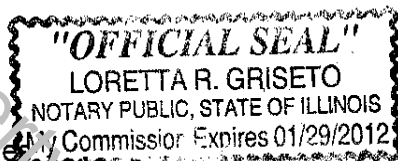


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STATE OF ILLINOIS )  
COUNTY OF Illinois ) SS.

I, Loretta Grise to, a notary public, in and for said County in said State, hereby certify that ROSHAN SHOFFET, an individual, signed the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily.

GIVEN under my hand and Notarial Seal this 14 day of May, 2009.



My Commission Expires

1/29/2012

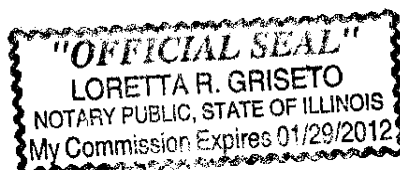
[SEAL]

Loretta R. Grise to  
NOTARY PUBLIC

STATE OF ILLINOIS )  
COUNTY OF Illinois ) SS.

I, Loretta Grise to, a notary public, in and for said County in said State, hereby certify that Marianne L. Wagner, the Vice Pres. President of PARKWAY BANK AND TRUST COMPANY, signed the foregoing instrument in his/her representative capacity and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said parties.

GIVEN under my hand and Notarial Seal this 14 day of May, 2009.



My Commission Expires:

1/29/2012

Loretta R. Grise to  
NOTARY PUBLIC

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## EXHIBIT A

### LEGAL DESCRIPTION

**COMMON ADDRESS:** 22300 Governors Hwy., Richton Park, IL 60471

**LEGAL:**

**Parcel I**

That part of the Northeast quarter of the Northeast quarter of Section 34, Township 35 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, described as follows: Beginning at the intersection of the West right of way line of U.S. Route 54 and a line 50 feet South of and parallel with the North line of said Section 34, which parallel line is also the South right of way line of Sauk Trail, thence West along said parallel line a distance of 150 feet; thence South parallel with the West right of way line of U.S. Route 54 of 150 feet; thence East parallel with the North line of said Section 34 a distance of 150 feet to the West right of way of U.S. Route 54; thence North along said right of way line a distance of 150 feet to the place of beginning in Cook County, Illinois

**Parcel II**

The South 25 feet of the North 225 feet of the East 150 feet of that part lying West of the Westerly right-of-way line of Governor's Highway of the East Quarter of the Northeast Quarter of Section 34, Township 35 North, Range 13 East of the Third Principal Meridian.

**PIN:** 31-34-206-005-0000