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Prepared by and after
recording return to:

Eugene S. Kraus, Esq.
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Doc#: 0916148005 Fee: \$54.00
Eugene "Gene" Moore FHSF Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/10/2009 11:40 AM Pg: 1 of 10

PIN(s):

16-23-316-001-0000

Property Common Address:

1901-03 South Pulaski Road
Chicago, IL 60623

LOAN ASSUMPTION AGREEMENT

THIS **LOAN ASSUMPTION AGREEMENT** (this "Agreement") dated as of April 30, 2009, is by and between FIRAS KAPLANI, an individual ("Firas"), LIANA KAPLANI, an individual ("Liana", together with Firas, the "Assignor"), STARWOOD HOLDINGS, INC., an Illinois corporation ("Assignee") and PARKWAY BANK AND TRUST COMPANY, an Illinois banking corporation ("Lender"), having its principal place of business at 4800 N. Harlem Avenue, Harwood Heights, IL 60706.

RECITALS

A. Lender made a loan to Assignor in the original principal amount of Two Hundred Eighty-Five and 00/100 Dollars (\$285,000.00) (the "Loan") to facilitate Assignee's purchase of real property which is legally described on EXHIBIT A attached hereto (the "Mortgaged Property");

B. The Loan is evidenced by, among other things (collectively the "Loan Documents"):

(a) that certain Promissory Note dated as of September 14, 2006, in the original principal amount of \$285,000.00 (the "Original Note") made by Assignor in favor of Lender;

(b) that certain Mortgage dated as of September 19, 2006, which was recorded in the Office of the Cook County Recorder on September 27, 2006, as Document No. 0627055222, made by Assignor in favor of Lender against the Mortgaged Property (the "Mortgage");

(c) that certain Assignment of Rents dated as of September 14, 2006, which was recorded in the Office of the Cook County Recorder on September 27, 2006, as Document No. 0627055223, made by Assignor in favor of Lender against the Mortgaged Property (the "Assignment");

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

C. Pursuant to a Quit Claim Deed dated as of April 9, 2009, which was recorded in the Office of the Cook County Recorder on April 22, 2009, as Document No. 0911218031 (the "Transfer"), Assignor conveyed the Mortgaged Property to Assignee.

D. In connection with the Transfer, Assignee has agreed to assume the Loan.

E. Lender is willing to consent to the Transfer, provided that: (a) Assignee assumes all of Assignor's obligations under the Loan Documents; (b) Assignor executes an unlimited Commercial Guaranty ("Guaranty") of all amounts due under the Loan; and (c) Assignor and Assignee otherwise comply with the terms, conditions and requirements of this Agreement.

F. Assignor and Assignee will derive substantial direct and indirect benefit from Lender's consent to the Transfer of the Mortgaged Property.

G. Assignor, Assignee and Lender desire to set forth in writing the terms and provisions of Assignor'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, Assignor, Assignee and Lender agree as follows:

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

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

3. Representations, Warranties and Covenants. Assignor and Assignee each hereby represent and warrant to, and covenant with, Lender as follows:

(a) The transfer of the Mortgaged Property to Assignee from Assignor shall be subject to the lien of the Mortgage, the Assignment 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 Lender has relied on such and form a material part of this Agreement.

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(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) Assignor and Assignee do not possess any claims, defenses, offsets or counterclaims against the Lender relating to the Loan Documents and Assignor and Assignee do 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, Assignor and Assignee hereby unconditionally, irrevocably, and unequivocally waive and fully release 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 Assignee's organizational documents and the execution thereof shall not violate any of Assignee's organizational documents or any other contracts or agreements to which Assignee is bound.

4. 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 Assignor and Assignee:

(a) Replacement Note. Contemporaneously herewith, Assignee shall execute a new promissory note in the maximum principal amount of \$285,000 in form and substance satisfactory to Lender (the "Replacement Note"). The Replacement Note is being executed and delivered in substitution, renewal, amendment and replacement of (but not in payment of) the Original Note. The Replacement Note represents a restatement of all amounts currently outstanding under the Original Note. All amounts outstanding under the Original 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).

(b) Title Insurance. Assignee, at its cost and expense, shall deliver to Lender a date down endorsement to the existing title insurance policy # 74107-74373835 (the "Endorsement") from a title insurance company acceptable to Lender in the amount of \$285,000.00, which shall reflect Assignee as the title holder, and recording of this Agreement, 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

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Loan Documents, regardless of whether such is senior or junior to the Loan Documents. The New Policy shall include such endorsements as Lender may reasonable require.

(c) Organizational Information. Lender shall have received a Member's Certificate as to Managers and Members, Corporate Resolutions and a copy of the Operating Agreement from Assignee in form and substance acceptable to Lender.

(d) Guaranty. Assignor shall execute respective unlimited Commercial Guaranties of all amounts due under the Loan in form and substance acceptable to Lender.

(e) Security Agreement. Assignee shall execute and deliver to Lender a Commercial Security Agreement in form and substance acceptable to Lender.

(f) Pledge Agreement. Guarantors shall execute and deliver to Lender a Commercial Pledge Agreement in form and substance acceptable to Lender.

(g) Control Agreement. Firas shall deliver to Lender a Control Agreement and Acknowledgement of Pledge and Security Interest in form and substance acceptable to Lender.

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

(i) Opinion Letter. Lender shall have received an opinion letter from Assignee's counsel opining as to such matters as Lender may determine in its discretion.

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

Upon their execution and delivery, the Replacement Note and the documents described in Sections 4 (d), (e), (f) and (g) shall be "Loan Documents" and all references in the Mortgage or any of the other Loan Document to the Loan Documents shall be deemed to include a reference to such documents.

5. Acknowledgment of Consideration. Assignor and Assignee hereby agree and acknowledge as follows:

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

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

(c) Assignor and Assignee 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.

6. Acknowledgement of Security for Loan. Assignor and Assignee 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 intention of the parties that

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this Agreement shall not result in an amendment or modification of the Loan Documents, except as expressly provided for herein.

7. Acknowledgment of Loan Documents. Assignee and Assignor each hereby represent, warrant and agree that: (a) it has read and reviewed the terms of the Loan Documents prior to executing this Agreement; (b) 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) it consents to, approves of and accepts the terms of the Loan Documents, as amended hereby; and (d) it waives any defense to the enforcement of the Loan Documents based upon: (i) Lender's failure to provide Assignee or Assignor any information relating to Assignor 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.

8. Onibus Amendment. Assignor and Assignee 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 "Grantor", "Mortgagor" and "Debtor" used throughout the Loan Documents shall be deemed to hereafter refer to Assignee.

9. Indemnity and Waivers. To the extent any dispute arises between Assignor and Assignee 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 Assignee and Assignor 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 reasonable attorney's fees) suffered by Lender in connection with any such dispute. Further, Assignor and Assignee 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.

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

11. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties hereto and its 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. Assignee and Assignor (jointly and severally) shall pay, on demand, all of Lender's costs and fees (including reasonable 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 Assignee or Assignor shall be served using

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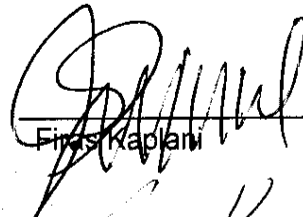
the addresses set forth in the Loan Documents. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN CONNECTION WITH THIS AGREEMENT.

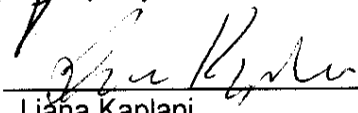
[SIGNATURE PAGE FOLLOWS]

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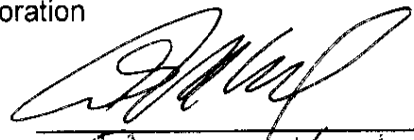
IN WITNESS WHEREOF, this Loan Assumption Agreement has been executed and delivered as of the date first set forth above.



 Firas Kaplani



 Liana Kaplani

STARWOOD HOLDINGS, INC., an Illinois corporation

By: 
 Name: Firas Kaplani
 Title: President

Agreed and accepted:

PARKWAY BANK & TRUST COMPANY, an Illinois banking corporation

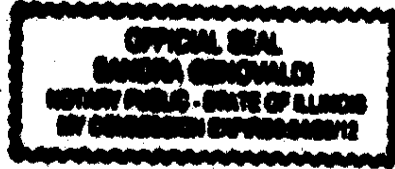
By: 
 Name: Marianne L. Wagener
 Title: Vice President

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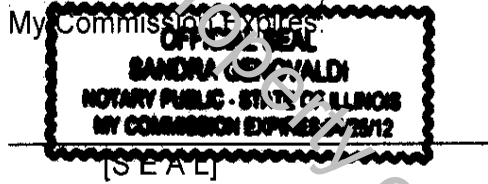
STATE OF IL)
COUNTY OF Cook) SS.

The foregoing instrument was acknowledged before me this 18th day of May, 2009, by Firas Kaplani.

[Signature]
NOTARY PUBLIC



My Commission Expires:

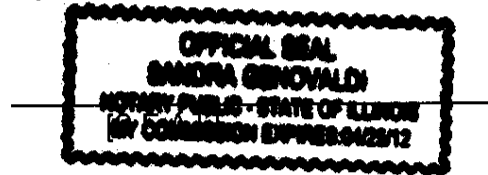


STATE OF IL)
COUNTY OF Cook) SS.

The foregoing instrument was acknowledged before me this 18th day of May, 2009, by Liana Kaplani.

[Signature]
NOTARY PUBLIC

My Commission Expires:



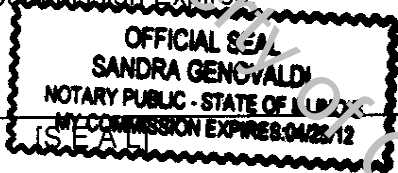
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STATE OF IL)
) SS.
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 18 day of May, 2009, by _____ of Starwood Holdings, Inc., an Illinois corporation, on behalf of the corporation.

[Signature]
NOTARY PUBLIC

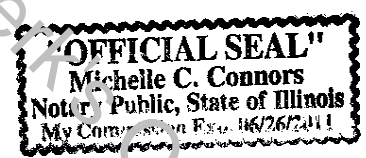
My Commission Expires:



STATE OF IL)
) SS.
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 4 day of June, 2009, by **Marianne L. Wagener**, **Vice President** of Parkway Bank and Trust Company, an Illinois banking corporation, on behalf of the corporation.

[Signature]
NOTARY PUBLIC



My Commission Expires:

6/26/11
[SEAL]

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EXHIBIT A

LEGAL DESCRIPTION

COMMON ADDRESS: 1901-03 South Pulaski Road, Chicago, IL 60623

LEGAL: LOT 182 IN KRALOVEC'S SUBDIVISION OF LOTS 2, 3 AND 5 IN PARTITION OF THE WEST 60 ACRES NORTH OF SOUTH WESTERN PLANK ROAD OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN(s): 16-23-316-001-0000

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