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AFTER RECORDED PLEASE RETURN

TO: Cole Taylor Bank
Maureen M. Bismark ESQ.
Attn: Loan Services
9550 W. Higgins Road 8th floor
Rosemont, IL 60018



Doc#: 1011031007 Fee: \$50.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
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PREPARED BY AND
AFTER RECORDING,
MAIL TO:
Maureen M. Bismark, Esq.
Cole Taylor Bank
Attn: Loan Services, 8th Fl
9550 West Higgins Road
Rosemont, IL 60018

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made as of this 3rd day of December, 2009 by and among Chicago Title Land Trust Company, as Trustee under Trust Agreement dated February 26, 2003 and known as Trust Number 1111790 (the "**Original Grantor**"), Paul J. Guske, a/k/a Paul Guske, Mary B. Guske, a/k/a Mary Beth Guske (each an "**Assignment and Assumption Grantor**" and collectively the "**Assignment and Assumption Grantors**") and Cole Taylor Bank (the "**Existing Mortgagee**").

WITNESSETH:

WHEREAS, the Original Grantor executed and delivered to the Existing Mortgagee that certain Home Equity Credit Agreement, Note and Disclosure dated October 3, 2007 in the original principal sum of Ninety Thousand and No/100 Dollars (\$90,000.00), as amended, modified, or renewed from time to time (the "**Note**");

WHEREAS, the Note is secured by, *inter alia*, a Mortgage dated October 3, 2007 and recorded on October 22, 2007 in the Cook County Recorder's Office as Document No. 0729540165 (the "**Existing Mortgage**"), from the Original Grantor to the Existing Mortgagee, each covering real property located in the County of Cook, State of Illinois, and legally described as:

LOT 43 IN NURSERY ESTATES, BEING A SUB-DIVISION OF PART OF THE EAST ½ OF THE SOUTHWEST ¼ AND THE SOUTHEAST ¼ OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

And commonly known 19 Pentwater Drive, South Barrington, IL 60010 (the "**Real Property**") with a Real Property tax identification numbers: 01-34-305-002-0000 and 01-34-104-008-0000.

WHEREAS, the Assignment and Assumption Grantors intend to assume the obligations of the Original Grantor under the Note, and Existing Mortgage and any other related loan documents executed by the Original Grantor (the "**Loan Documents**");

WHEREAS, the Assignment and Assumption Grantors have requested that the Existing Mortgagee consent to this Assignment and Assumption of the Note, Existing Mortgage and Loan Documents; and

WHEREAS, the Existing Mortgagee shall consent to such request, provided the parties hereto execute and deliver to the Existing Mortgagee this Agreement.

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NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and upon the express conditions that the lien of the Existing Mortgage is valid and subsisting liens on the Real Property and that the execution of this Agreement will not impair the lien of the Existing Mortgage and that there is no existing mortgage or other liens subsequent to the liens of the Existing Mortgage (for breach of which conditions, or any of them, this Agreement shall not take effect and shall be void).

IT IS AGREED AS FOLLOWS:

1. The parties represent and agree that the foregoing recitals are true and correct.
2. On the terms described in this Agreement, the Assignment and Assumption Grantors hereby assume all of the indebtedness, liabilities, and obligations of Original Grantor under the Note, Existing Mortgage and Loan Documents, as if the Assignment and Assumption Grantors were the original maker or grantor of such documents, and covenants and agrees to pay, perform and observe all of the indebtedness, liabilities, and obligations (including, without limitation, all covenants, agreements and undertakings) of Original Grantor under the Note, Existing Mortgage and Loan Documents.
4. The Original Grantors and Existing Mortgagee hereby irrevocably consent to the aforesaid assumption by the Assignment and Assumption Grantors and the modification, as the case maybe, of the Note, Existing Mortgage and Loan Documents and irrevocably agree that their respective obligations and liabilities under the Note, Existing Mortgage and Loan Documents, shall not in any way be affected, modified, or discharged in any fashion by this assignment, assumption and modification, as the case may be, of the Note, Existing Mortgage and Loan Documents.
5. The Assignment and Assumption Grantors each hereby ratify, reaffirm and confirm their respective obligations and liabilities under the Note, Existing Mortgage and any of the other Loan Documents, as hereby assigned, assumed and modified, and the liens and security interest created thereby, and acknowledge that they have no defenses, claims or set-offs against the enforcement by the Existing Mortgagee of the respective obligations and liabilities of the Assignment and Assumption Grantors under such documents, as so assumed and modified.
6. The Real Property shall remain in all events subject to the lien, charge or encumbrance of the Existing Mortgage and nothing herein contained, and nothing done pursuant hereto, shall affect or be construed to affect the lien, charge or encumbrance of the Existing Mortgage or the priority thereof over any other liens, charges, or encumbrances or conveyances, or to release or affect the liability of any party or parties whomsoever may now or hereafter be liable under or on account of the Note, Existing Mortgage and any of the other Loan Documents, nor shall anything herein contained or done in pursuance thereof affect or be construed to affect any other security or instrument, if any, held by the Existing Mortgagee as security for or evidence of the Loan.
7. This Agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of Illinois, including all matters of construction, validity and performance.

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8. This Agreement constitutes the entire agreement between the parties with respect to the aforesaid modification and shall not be amended or modified in any way except by a document in writing executed by all of the parties thereto. Except for the modifications stated herein, the Note, Existing Mortgage any of the other Loan Documents are not otherwise changed, modified or amended and remain in full force and effect and are enforceable in accordance with their respective terms.

9. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be one agreement.

10. This Agreement shall extend to and be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

SIGNATURES TO FOLLOW

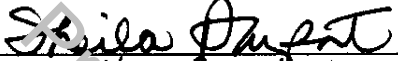
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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first above written.


Original Grantor:

Chicago Title Land Trust Company,
as Trustee under Trust Agreement
dated February 26, 2003 and known
as Trust Number ~~1111709~~ 1111790

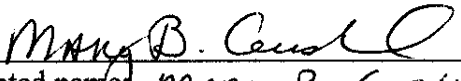
By: 
Its: Asst. Vice President
Printed name: Sheila Davenport

Assignment and Assumption Grantors:

Paul J. Guske, a/k/a Paul Guske

X: 
Printed name: Paul Guske MN

Mary B. Guske, a/k/a Mary Beth Guske

X: 
Printed name: Mary B. Guske

Existing Mortgagee:

Cole Taylor Bank

By: 
Its: SENIOR VICE PRESIDENT
Printed name: GREGORY S. MILLER

it is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned land trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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STATE OF ILLINOIS }
COUNTY OF Cook } SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Mary B. Guske, a/k/a Mary Beth Guske**, individually and personally known to me to be the same person whose name is subscribed to the foregoing instrument, personally appeared before me this day and of her own free will, subscribed her name to the foregoing instrument for the uses and purposes therein contained.

Given under my hand and notarial seal this 9th day of March, 2010.

Sherril A Leach



My Commission Expires: 8/09/2013

STATE OF ILLINOIS }
COUNTY OF Cook } SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Paul J. Guske, a/k/a Paul Guske**, individually and personally known to me to be the same person whose name is subscribed to the foregoing instrument, personally appeared before me this day and of his own free will, subscribed his name to the foregoing instrument for the uses and purposes therein contained.

Given under my hand and notarial seal this 9th day of March, 2010.

Sherril A Leach




My Commission Expires: 8/09/2013

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STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ~~GREGORY J. MILLER~~, ~~SENIOR VICE PRESIDENT~~ of **COLE TAYLOR BANK**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth

Given under my hand and notarial seal this 15th day of MARCH, ~~200~~²⁰¹⁰.



Notary Public

My Commission Expires: 11/09/13



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