



Doc#: 1023749023 Fee: \$62.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/25/2010 01:40 PM Pg: 1 of 14

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**FREEDOM TITLE CORP. ASSUMPTION AGREEMENT
(WITHOUT RELEASE)**

FTC 0887252

This ASSUMPTION AGREEMENT (WITHOUT RELEASE) (the "Agreement") is made this 30th day of March, 2010, by, between and among PAPPAS REAL PROPERTIES, LLC, a Colorado limited liability company ("Borrower"), PAPPAS TRANSPORT, INC., an Illinois corporation ("Pappas Transport"); SPIRO PAPPAS, an individual, ("Pappas"; Pappas Transport and Pappas may be hereinafter referred to as "Guarantor") and RAVENSWOOD BANK, an Illinois banking corporation ("Bank")

RECITALS

A. On or about July 14, 2008, Bank extended to Borrower a loan in the original principal amount of ONE MILLION ONE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$1,140,000.00) (the "Loan") evidenced by a Promissory Note dated July 14, 2008 made by Borrower in the original principal amount of \$1,140,000.00 payable to the order of Bank (the "Note") secured, *inter alia*, by: i) a mortgage lien and security interest evidenced by a mortgage dated July 14, 2008, made by Borrower in favor of Bank, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on July 28, 2008 as Document No. 0821026025 (the "Holste Road Mortgage"); ii) an assignment of rents dated July 14, 2008 made by Borrower in favor of Bank and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on July 28, 2008 as Document No. 0821026026 (the "Holste Road Assignment of Rents") encumbering the property commonly known as 1885 Holste Road, Northbrook, Illinois as more particularly described on Exhibit A attached hereto and made an integral part hereof (the "Holste

**THIS DOCUMENT PREPARED BY
AND AFTER RECORDING MAIL TO:**

Ravenswood Bank
Attention Michael Obremski
2300 West Lawrence Avenue
Chicago, IL 60625-1914

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Road Property”); (iii) a mortgage lien and security interest evidenced by a mortgage dated July 14, 2008, made by Pappas Transport in favor of Bank, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on July 28, 2008 as Document No. 0821026027 (the “Old Willow Mortgage”); and iv) an assignment of rents dated July 14, 2008 made by Pappas Transport in favor of Bank and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on July 28, 2008 as Document No. 0821026028 (the “Old Willow Assignment of Rents”) encumbering the property commonly known as 1870 Old Willow Road, Northbrook, Illinois as more particularly described on Exhibit B attached hereto and made an integral part hereof (the “Old Willow Property”). The Note, the Holste Road Mortgage, the Holste Road Assignment of Rents, the Old Willow Mortgage, and the Old Willow Assignment of Rents are hereinafter collectively referred to as the “Loan Documents”.

B. As of date hereof, the principal amount due under the Note is \$1,053,435.60 plus interest accrued on the Note in accordance with its terms.

C. Pappas Transport conveyed the Old Willow Property to Borrower pursuant to that certain warranty deed dated as of July 1, 2009 and recorded July 16, 2009 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 0919756070, subject to the indebtedness evidenced and secured by the Loan Documents, including without limitation the Old Willow Mortgage, without seeking a release of any personal liability that Borrower and Pappas Transport may have under the terms of the Loan Documents respectively executed by them. The Loan Documents prohibit the sale and conveyance of the Old Willow Property to the Borrower without the express written consent of Bank.

D. Borrower has requested Bank to consent to the conveyance of the Old Willow Property to Borrower, and has further agreed to continue to be personally liable, upon the terms and conditions herein set forth, for the repayment of the indebtedness evidenced and secured by the Loan Documents and the performance of Borrower’s obligations therein contained.

E. Bank is willing to agree to consent to the conveyance of the Old Willow Property to the Borrower upon the terms requested and as herein set forth.

NOW THEREFORE, in consideration of the foregoing premises, the promises hereinafter set forth and the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all the parties hereto, it is agreed as follows:

1. The recitals hereinabove set forth are incorporated herein by reference.
2. Borrower will pay to Bank a loan documentation fee in the amount of \$500.00 in connection with the loan documentation extension documents and any attorney’s fees and costs incurred by Bank in connection herewith, including but not limited to any recording or title insurance charges.

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3. The effectiveness of this Agreement by Borrower and Pappas Transport is subject to Bank having received an endorsement to Attorneys' Title Guaranty Fund, Inc. Loan Policy No. 080101300188-01 (the "Loan Title Policy") which (i) amends the description of the Old Willow Mortgage insured under the Title Policy to include this Agreement, (ii) amends the description of the Old Willow Assignment of Rents to include this Agreement, (iii) extends the effective date of the Title Policy to the date of the recording of this Agreement, (iv) includes no additional exceptions to title other than those that have been approved in writing by Bank, and (v) states that all real estate taxes and assessments applicable to the Property which are due and payable as of the date of such endorsement have been paid in full.

4. Borrower makes the following representations, warranties and covenants to Bank and Guarantor as of the date hereof, all of which shall survive the execution and delivery of this Agreement.

5. Borrower represents and warrants to Bank as follows:

A. Limited Liability Company Existence. Borrower is a Colorado limited liability company duly organized and in good standing under the laws of the state of its organization, is duly qualified as a foreign limited liability company and in good standing under the laws of all other states where the nature and extent of the business transacted by it or the ownership of its assets makes such qualification necessary and has the limited liability company power and authority to own its assets and to transact the business in which it is now engaged.

B. Limited Liability Company Authority. The execution and delivery by Borrower of this Agreement and the performance of its obligations hereunder: (a) are within its limited liability company powers; (b) are duly authorized by its sole manager/member; (c) are not in contravention of its articles of organization, operating agreement, or of any indenture, agreement, loan, credit agreement, lease, instrument or other agreement or undertaking to which it is a party or by which it or any of its property is bound; (d) do not require any governmental consent, registration or approval; (e) do not contravene any contractual or governmental restriction binding upon it; and (f) will not, except in favor of Bank, result in the imposition of any lien, charge, security interest or encumbrance upon any of their property under any existing indenture, mortgage, deed of trust, loan or credit agreement or other agreement or instrument to which it is a party or by which it or any of its property may be bound.

C. Binding Effect. This Agreement and all of the other instruments to which Borrower, Pappas Transport and Pappas are a party are the legal, valid and binding obligations of said parties and are enforceable against said parties in accordance with their terms.

D. There are no agreements between Borrower and any other party that materially and adversely affect Borrower's ability to perform its obligations under this Agreement or which will be breached by entering into and carrying out the obligations under this Agreement.

E. There have been no modifications or changes to the Loan Documents other than those which have been described in this Agreement.

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F. Borrower shall execute, acknowledge, deliver, file, and record all such further acts, conveyances, documents, instruments, financing or similar statements and assurances as may be reasonably required by Bank or necessary for the purpose of more effectually carrying out the transactions reflected in this Agreement.

G. Borrower has not filed a petition under the bankruptcy code nor has Borrower initiated a proceeding under any similar law or statute relating to bankruptcy, insolvency, reorganization, winding up, or adjustment of debts, nor has Borrower become the subject of either a petition under the bankruptcy code or any of the foregoing action. Borrower is not insolvent and the transactions reflected in this Agreement will not render Borrower insolvent. Borrower is not entering into the transactions reflected in this Agreement to delay, defraud or hinder creditors and the transactions reflected in this Agreement do not constitute a fraudulent conveyance.

H. Borrower is not aware of any liens, security interests or encumbrances with respect to the Holste Road Property or the Old Willow Property except for the liens created by the Holste Road Mortgage and the Old Willow Mortgage.

I. There are no actions, suits or proceedings pending or threatened against Borrower, the Holste Road Property or the Old Willow Property in any court at law or in equity or before any governmental agency, nor has the Borrower had any threats of such actions, suits or proceedings communicated to the Borrower.

6. Pappas Transport makes the following representations, warranties and covenants to Bank and Borrower as of the date hereof, all of which shall survive the execution and delivery of this Agreement.

A. Borrower Authority. The execution and delivery by Pappas Transport of this Agreement and the performance of its obligations hereunder: (a) are within its corporate powers; (b) are duly authorized by its Board of Directors; (c) are not in contravention of its articles of incorporation, by-laws, operating agreement, or of any indenture, agreement, loan, credit agreement, lease, instrument or other agreement or undertaking to which it is a party or by which it or any of its property is bound; (d) does not require any governmental consent, registration or approval; (e) does not contravene any contractual or governmental restriction binding upon it; and (f) will not, except in favor of Bank, result in the imposition of any lien, charge, security interest or encumbrance upon any of their property under any existing indenture, mortgage, deed of trust, loan or credit agreement or other agreement or instrument to which it is a party or by which it or any of its property may be bound.

B. No Defenses. Bank has fully performed its obligations, promises and covenants under the Loan Documents and there are no defenses by Borrower Pappas Transport and Pappas thereunder.

C. Binding Effect. This Agreement and all of the other instruments to which Borrower, Pappas Transport or Pappas are a party are the legal, valid and binding obligations of said parties and are enforceable against said parties in accordance with their terms.

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D. There are no agreements between Pappas Transport and any other party that materially and adversely affect Pappas Transport's ability to perform its obligations under this Agreement or which will be breached by entering into and carrying out the obligations under this Agreement.

E. There have been no modifications or changes to the Loan Documents other than those which have been described in this Agreement.

F. Pappas Transport shall execute, acknowledge, deliver, file, and record all such further acts, conveyances, documents, instruments, financing or similar statements and assurances as may be reasonably required by Bank or necessary for the purpose of more effectually carrying out the transactions reflected in this Agreement.

G. Pappas Transport has not filed a petition under the bankruptcy code nor has Pappas Transport initiated a proceeding under any similar law or statute relating to bankruptcy, insolvency, reorganization, winding up, or adjustment of debts, nor has Pappas Transport become the subject of either a petition under the bankruptcy code or any of the foregoing action. Pappas Transport is not insolvent and the transactions reflected in this Agreement will not render Pappas Transport insolvent. Pappas Transport is not entering into the transactions reflected in this Agreement to delay, defraud or hinder creditors and the transactions reflected in this Agreement do not constitute a fraudulent conveyance.

H. Pappas Transport is not aware of any liens, security interests or encumbrances with respect to the Holste Road Property or the Old Willow Property except for the liens created by the Holste Road Mortgage and the Old Willow Property.

I. There are no actions, suits or proceedings pending or threatened against Pappas Transport, the Holste Road Property or the Old Willow Property in any court at law or in equity or before any governmental agency, nor has Pappas Transport had any threats of such actions, suits or proceedings communicated to the Borrower.

J. Pappas Transport has had the opportunity to review the Loan Documents and this Agreement.

7. Pappas represents and warrants to Bank as follows:

A. Illinois Resident. Pappas is an individual residing at 802 Glenwood Lane, Glenview, Illinois.

B. Authority. The execution and delivery by Pappas of this Agreement and the performance of his obligations hereunder: (a) are within his powers; (b) are not in contravention of any indenture, agreement, loan, credit agreement, lease, instrument or other agreement or undertaking to which Pappas is a party or by which Pappas or any of his property is bound; (c) does not require any governmental consent, registration or approval; (d) does not contravene any contractual or governmental restriction binding upon him; and (e) will not, except in favor of Bank, result in the imposition of any lien, charge, security interest or

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encumbrance upon any of his property under any existing indenture, mortgage, deed of trust, loan or credit agreement or other agreement or instrument to which Pappas is a party or by which Pappas or any of his property may be bound.

C. Binding Effect. This Agreement and all of the other instruments to which Borrower, Pappas Transport or Pappas are a party are the legal, valid and binding obligations of said parties and are enforceable against said parties in accordance with their terms.

D. Loan Documents. Pappas has had the opportunity to review the Loan Documents.

8. Borrower does hereby agree:

A. To assume and does hereby promise to perform all of the obligations, promises and covenants set forth in the Loan Documents, including but not limited to the timely payment to Bank of all payments due under the Note and the Old Willow Mortgage, as if Borrower had executed the Old Willow Mortgage and the Old Willow Assignment of Rents in its name as Borrower and delivered such executed Loan Documents to Bank.

B. The terms, provisions, conditions and limitations of the Old Willow Mortgage and Old Willow Assignment of Rents are hereby restated and are incorporated herein, as if Borrower had executed each of such Loan Documents.

C. Bank has fully performed its obligations, promises and covenants under the Loan Documents and there are no defenses by Borrower, Pappas Transport or Pappas thereunder.

9. Borrower, Pappas Transport and Pappas do agree to further execute and deliver such other documents as Bank may deem reasonably appropriate to effectuate the transactions herein described. Borrower, Pappas Transport and Pappas do further acknowledge that they have had the opportunity to and have been counseled and advised by their attorneys, accountants and tax advisors of their choice in reviewing the transactions herein described and in executing this Agreement and have not relied upon Bank or Bank's counsel in that regard.

10. The provisions in the Old Willow Mortgage and in the Old Willow Assignment of Rents are hereby amended to delete, wherever it occurs, the word "Grantor" and insert therein the words "Grantor and/or Pappas Real Properties, LLC, a Colorado limited liability company, as defined in the Assumption Agreement (Without Release)."

11. Borrower, Pappas Transport and Pappas do hereby acknowledge that their respective obligations under the Loan Documents, respectively executed by them, remain in full force and effect, without modification or limitation by virtue of the execution and delivery of this Agreement, the conveyance of the Old Willow Property to Borrower or any obligations under the Loan Documents, hereby assumed as a direct obligation as Borrower by Borrower.

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12. Subject to the satisfaction and performance of all obligations of Borrower hereunder, and to the terms, conditions and limitations herein set forth, Bank does hereby consent to the conveyance of the Property to Borrower.

13. The Loan Documents, except as hereby modified, remain in full force and effect.

14. No failure by Bank to exercise, or delay by Bank in exercising, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement and in the Loan Documents are cumulative and not exclusive of each other or of any right or remedy provided by law or equity. No notice to or demand on Borrower in any case shall, in itself, entitle Borrower to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of Bank to any other or further action in any circumstances without notice or demand.

15. The parties hereto agree that time is of the essence of all of their covenants under this Agreement.

16. Bank may, at its option, sell to qualified lenders participating shares of each advance under the Loan, retain all or any part of the Loan for its portfolio or sell all or any part of the Loan.

17. The captions and headings of various paragraphs of this Agreement are for convenience only and are not to be considered as defining or limiting in any way the scope or intent of the provisions hereof.

18. In the event of any inconsistency among the terms hereof (including incorporated terms), or between such terms and the terms of any other Loan Documents, Bank may elect which terms shall govern and prevail. If any provision of this Agreement, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstances, is adjudicated by a court of competent jurisdiction to be invalid, the validity of the remainder of this Agreement shall be construed as if such invalid part were never included herein.

19. Any word herein which is expressed in the masculine or neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural number shall be deemed, whenever appropriate in the context, to include the singular and the plural.

20. Any notice, demand or other communication required or permitted hereunder or under the Loan Documents shall be in writing and shall be deemed to have been given if and when personally delivered, or on the second business day after being deposited in United States registered or certified mail, postage prepaid, and addressed to a party at its address set forth in the Loan Documents or to such other address the party to receive such notice may have

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designated to all other parties by notice in accordance herewith or therewith. Notices to the parties may be delivered in care of Borrower.

21. This Agreement has been negotiated, executed and delivered at Chicago, Illinois, and shall be construed and enforced in accordance with the laws of the State of Illinois, without reference to the choice of law or conflicts of law principles of that State and without regard to the drafter hereof, it being acknowledged that all parties were separately represented by the counsel of their choice.

22. **BORROWER, PAPPAS TRANSPORT AND PAPPAS (A) HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY ILLINOIS STATE OR FEDERAL COURT SITTING IN CHICAGO, ILLINOIS OVER ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND BORROWER, PAPPAS TRANSPORT AND PAPPAS HEREBY IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH ILLINOIS STATE OR FEDERAL COURT, AND (B) AGREE NOT TO INSTITUTE ANY LEGAL ACTION OR PROCEEDING AGAINST BANK OR THE DIRECTORS, OFFICERS, EMPLOYEES OF BANK OR PROPERTY OF BANK, ARISING OUT OF OR RELATING TO THIS AGREEMENT, IN ANY COURT OTHER THAN AS HEREINABOVE SPECIFIED IN THIS SECTION. BORROWER, PAPPAS TRANSPORT AND PAPPAS HEREBY IRREVOCABLY WAIVE ANY OBJECTION THAT ANY OF THEM MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE IN ANY ACTION OR PROCEEDING (WHETHER BROUGHT BY BORROWER, PAPPAS TRANSPORT PAPPAS, OR BANK OR OTHERWISE) IN ANY COURT HEREINABOVE SPECIFIED IN THIS SECTION AS WELL AS ANY RIGHT IT MAY NOW OR HEREAFTER HAVE TO REMOVE ANY SUCH ACTION OR PROCEEDING, ONCE COMMENCED, TO ANOTHER COURT ON THE GROUNDS OF FORUM NON CONVENIENS OR OTHERWISE. BORROWER, PAPPAS TRANSPORT AND PAPPAS AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.**

23. BORROWER, PAPPAS TRANSPORT, PAPPAS AND BANK (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BY, BETWEEN OR AMONG BORROWER, PAPPAS TRANSPORT, PAPPAS AND BANK ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO BANK TO THE CONSENT DESCRIBED IN THIS AGREEMENT OR IN THE LOAN DOCUMENTS.

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24. This Agreement constitutes the entire agreement between the parties, superceding any oral discussions, offers, negotiations or agreements. This Agreement shall not be amended absent writing signed by the party to be charged.

25. This Agreement may be executed by the parties hereto in several counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall constitute one and the same agreement.

[Signature page follows]

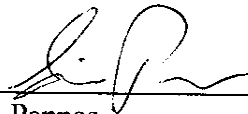
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IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this instrument the day and year aforesaid.


BORROWER:

PAPPAS REAL PROPERTIES, LLC, a Colorado limited liability company

By: 
Name: Spiro Pappas
Its: Sole Member

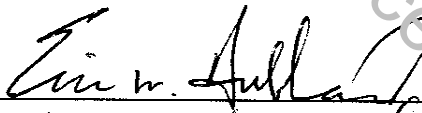
PAPPAS TRANSPORT, INC., an Illinois corporation

By: 
Name: Spiro Pappas
Its: President


Spiro Pappas, individually

BANK:

RAVENSWOOD BANK

By: 
Name: Eric W Hubbard
Its: President

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STATE OF Illinois)
)
COUNTY OF Lake) SS.

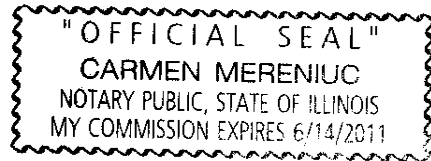
I, Carmen Mereniuc, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Spiros Pappas, President of PAPPAS REAL PROPERTIES, LLC, a Colorado limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President 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 limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 15 day of July, 2010.

[Signature]
Notary Public

My Commission Expires: 06/14/2011

STATE OF Illinois)
)
COUNTY OF Lake) SS.



On this 15th day of July, 2010, before me, Notary Public in and for said County and State, appeared Spiros Pappas, to me known to be the person who subscribed the name of Pappas Transport, Inc., an Illinois corporation, to the foregoing instrument as its President who, being by me duly sworn, did state that he is the President of said Illinois corporation and that said instrument was signed and delivered by him on behalf of said Illinois corporation by authority of its Board of Directors, and said Spiros Pappas acknowledged to me that he executed the same for the uses, purposes, and consideration therein set forth and in the capacity therein stated as the free and voluntary act and deed of said Illinois banking corporation.

Given under my hand and notarial seal this 15th day of July, 2010.

[Signature]
Notary Public

My Commission Expires: 06/14/2011

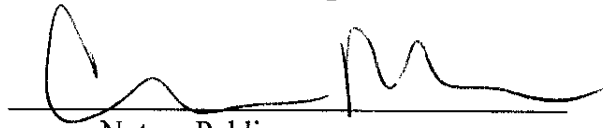


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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

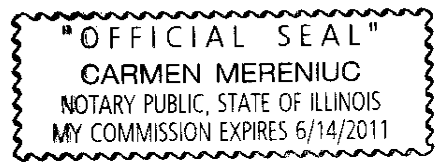
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Spiro Pappas, personally known to me to be the same person whose name is subscribed to the foregoing instrument, personally appeared before me this day and of his own free will, subscribed his name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

Given under my hand and notarial seal this 15 day of July, 2010.



Notary Public

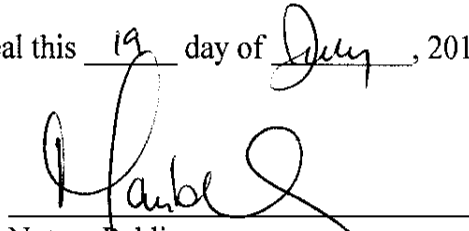
My Commission Expires: 6/14/2011



STATE OF IL)
) SS.
COUNTY OF COOK)

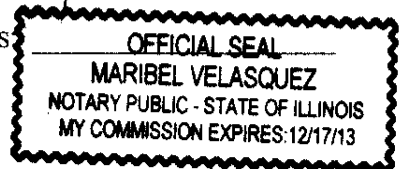
On this 19 day of July, 2010, before me, Notary Public in and for said County and State, appeared Erie W. Hubbard, to me known to be the person who subscribed the name of Ravenswood Bank, to the foregoing instrument as its President who, being by me duly sworn, did state that he is the President of said Illinois banking corporation and that said instrument was signed and delivered by him on behalf of said Illinois banking corporation by authority of its Board of Directors, and said President acknowledged to me that he executed the same for the uses, purposes, and consideration therein set forth and in the capacity therein stated as the free and voluntary act and deed of said Illinois banking corporation.

Given under my hand and notarial seal this 19 day of July, 2010.



Notary Public

My Commission Expires



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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOT 13 IN GLENDALE INDUSTRIAL DISTRICT, A SUBDIVISION OF PART OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 17, 1961, AS DOCUMENT NO.18333203, IN COOK COUNTY, ILLINOIS.

Common Address: 1881 Holste Road, Northbrook, Illinois 60062

Permanent Tax No.: 04-22-300-032-0000

Property of Cook County Clerk's Office

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EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

THE WEST 1/5 OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 1870 Old Willow Road, Northbrook, Illinois 60062

Permanent Tax No.: 07-22-300-008-0000

Property of Cook County Clerk's Office