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WHEN RECORDED MAIL TO:

Pamela J. Sandborg, Esq.
Levenfeld Pearlstein, LLC
400 Skokie Boulevard
Suite 700
Northbrook, Illinois 60062



Doc#: 1505144059 Fee: \$54.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/20/2015 02:49 PM Pg: 1 of 9

ASSUMPTION AGREEMENT AND AMENDMENT TO MORTGAGE

Assumption Agreement and Amendment to Mortgage ("Assumption Agreement") dated as of February 18, 2015 by and among 3325 MI PROSPECT LIMITED PARTNERSHIP, a Delaware limited partnership ("Original Borrower"), 3325 MI PROSPECT LLC, an Illinois limited liability company ("Assuming Borrower"), LARRY STOLLER, individually, JAY STOLLER, individually, and RANDY STOLLER, individually (individually, a "Guarantor" and collectively, "Guarantors") and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank").

P R E A M B L E:

Pursuant to that certain Credit Agreement dated as of June 30, 2008, as amended from time to time, by and between Bank and Original Borrower (collectively, the "Credit Agreement"), Bank made certain financing available to the Original Borrowers. In addition to the Credit Agreement, the Original Borrower and Guarantors executed and delivered certain additional loan documents (the "Loan Documents"), as more fully described in the Credit Agreement, including, but not limited to, that certain Term Note dated June 30, 2008, as amended from time to time, given by Original Borrower to the Bank in the original principal amount of \$2,000,000.00 (collectively, the "Term Note" or the "Note") and that certain Mortgage and Assignment of Rents and Leases dated June 30, 2008 and recorded on July 25, 2008 as Document No. 0820740153 in the Office of the Cook County Recorder of Deeds, as amended from time to time (the "Mortgage"), relating to the real estate described on Exhibit A attached hereto and made a part hereof (the "Property").

The Original Borrower has requested that Bank (i) consent to the transfer of the real estate securing the Term Loan (as defined in the Credit Agreement) from Original Borrower to Assuming Borrower; and (ii) consent to the assumption of the payment and performance of the Term Loan by Assuming Borrower. Bank has agreed to such request, so long as, among other things, Original Borrower, Assuming Borrower and Guarantors each execute and deliver this Assumption Agreement.

8935953 # 8935953 -1 2 of 4

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NOW, THEREFORE, in consideration of the premises which are incorporated herein by this reference and constitute an integral part hereof and the execution and delivery of this Assumption Agreement, it is agreed as follows:

1. Subject to the terms and conditions of this Assumption Agreement, (A) Assuming Borrower hereby assumes all of the agreements, covenants and obligations of the Original Borrower pursuant to the Credit Agreement, Note, Mortgage and the other Loan Documents, and (B) Assuming Borrower hereby agrees to be bound by all agreements, covenants and obligations contained in the Credit Agreement, Note, Mortgage and the other Loan Documents as if such Assuming Borrower were an original signatory to each of the Credit Agreement, Note, Mortgage and the other Loan Documents; and (C) Assuming Borrower shall be deemed to be a "Borrower" pursuant to the Credit Agreement; and (D) all references in the Credit Agreement, Note, Mortgage, or other Loan Documents to "Borrower" or "Mortgagor" shall include, without limitation, the Assuming Borrower; and (E) Original Borrower shall continue to remain liable for all indebtedness, obligations and liabilities of "Borrower" or "Mortgagor" under the Credit Agreement, Note, Mortgage and the Other Loan Documents.
2. Guarantors acknowledge and agree that the "Indebtedness" as defined in that certain Continuing Guaranty dated as of April 2, 2014 given by the Guarantors to the Bank (the "Guaranty") includes, without limitation, the indebtedness, liabilities and obligations of Original Borrower and Assuming Borrower to Bank pursuant to (A) the Credit Agreement; (B) the Term Note; and (C) the Loan Documents. Guarantors shall continue to remain liable for all of the Indebtedness, subject to the Cap (as defined in the Guaranty).
3. All of the agreements, representations, covenants and obligations set forth in each of the Credit Agreement, Note, Mortgage and other Loan Documents made or given by Original Borrower or any Guarantor are hereby reaffirmed and restated by Original Borrower, Assuming Borrower and each of the Guarantors as of the date of this Assumption Agreement.
4. Except as specifically amended and modified by either this Assumption Agreement or the amendments to the Credit Agreement, Note, Mortgage and other Loan Documents referred to above, all of the Credit Agreement, Note, Mortgage and other Loan Documents are hereby restated, reaffirmed and incorporated herein and shall remain in full force and effect.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

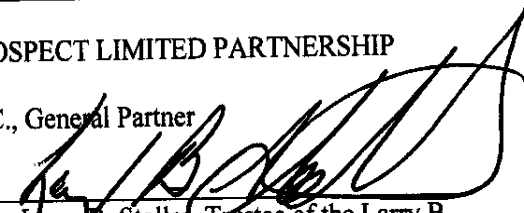
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IN WITNESS WHEREOF, the parties hereto have caused this Assumption Agreement to be duly executed as of the date first above written.

ORIGINAL BORROWER:

3325 MT. PROSPECT LIMITED PARTNERSHIP

By: LJR L.L.C., General Partner

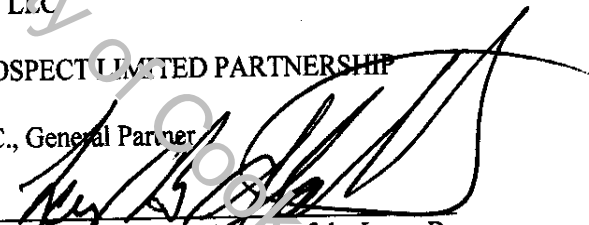
By: 
Larry B. Stoller, Trustee of the Larry B. Stoller Trust, one of its members

ASSUMING BORROWER:

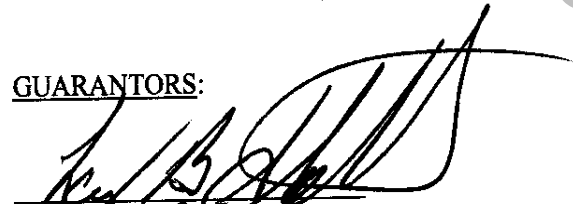
3325 MT. PROSPECT LLC

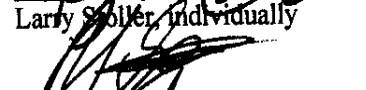
By: 3325 MT. PROSPECT LIMITED PARTNERSHIP

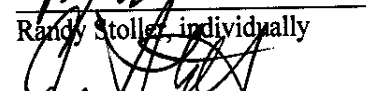
By: LJR L.L.C., General Partner

By: 
Larry B. Stoller, Trustee of the Larry B. Stoller Trust, one of its members

GUARANTORS:


Larry Stoller, individually


Randy Stoller, individually


Jay Stoller, individually

BANK:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Title: _____

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IN WITNESS WHEREOF, the parties hereto have caused this Assumption Agreement to be duly executed as of the date first above written.

ORIGINAL BORROWER:

3325 MT. PROSPECT LIMITED PARTNERSHIP

By: LJR L.L.C., General Partner

By: _____
Larry B. Stoller, Trustee of the Larry B. Stoller Trust, one of its members

ASSUMING BORROWER:

3325 MT. PROSPECT LLC

By: 3325 MT. PROSPECT LIMITED PARTNERSHIP

By: LJR L.L.C., General Partner

By: _____
Larry B. Stoller, Trustee of the Larry B. Stoller Trust, one of its members

GUARANTORS:

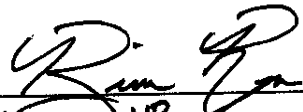
Larry Stoller, individually

Randy Stoller, individually

Jay Stoller, individually

BANK:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: 
Title: VP

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STATE OF ILLINOIS)
) SS
COUNTY OF DuPage)

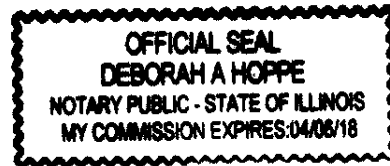
I, Deborah Hoppe, a Notary Public in and for and residing in said county and state, do hereby certify that Larry B. Stoller, as Trustee of the Larry B. Stoller Trust, Member, one of the members of LJR L.L.C., the general partner of 3325 Mt. Prospect Limited Partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such member, appeared before me this day in person and acknowledged that such person signed and delivered said instrument as such person's own free and voluntary act and as the free and voluntary act of said partnership, for the uses and purposes set forth.

Given under my hand and notarial seal this 7 day of February, 2015.

Deborah A Hoppe
Notary Public

My Commission Expires:

4-6-18
[S E A L]



STATE OF ILLINOIS)
) SS
COUNTY OF DuPage)

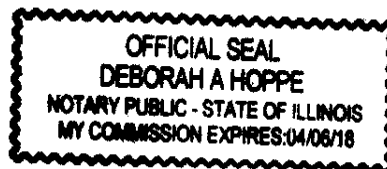
I, Deborah Hoppe, a Notary Public in and for and residing in said county and state, do hereby certify that Larry B. Stoller, as Trustee of the Larry B. Stoller Trust, Member, one of the members of LJR L.L.C., the general partner of 3325 Mt. Prospect Limited Partnership, the member of 3325 Mt. Prospect LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such member, appeared before me this day in person and acknowledged that such person signed and delivered said instrument as such person's own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes set forth.

Given under my hand and notarial seal this 7 day of February, 2015.

Deborah A Hoppe
Notary Public

My Commission Expires:

4-6-18
[S E A L]



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STATE OF ILLINOIS)
) SS
COUNTY OF DuPage)

I, Deborah Hoppe, a Notary Public in and for and residing in said county and state, do hereby certify that Larry Stoller, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that such person signed and delivered said instrument as such person's own free and voluntary act, for the uses and purposes set forth.

Given under my hand and notarial seal this 17 day of February, 2015.

Deborah A. Hoppe
Notary Public

My Commission Expires:

4-6-18
[SEAL]



STATE OF ILLINOIS)
) SS
COUNTY OF DuPage)

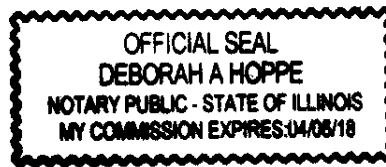
I, Deborah Hoppe, a Notary Public in and for and residing in said county and state, do hereby certify that Randy Stoller, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that such person signed and delivered said instrument as such person's own free and voluntary act, for the uses and purposes set forth.

Given under my hand and notarial seal this 17 day of February, 2015.

Deborah A. Hoppe
Notary Public

My Commission Expires:

4-6-18
[SEAL]



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STATE OF ILLINOIS)
) SS
COUNTY OF DuPage)

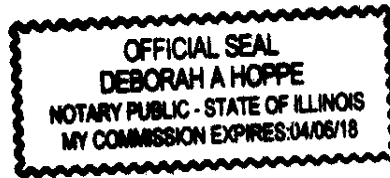
I, Deborah Hoppe, a Notary Public in and for and residing in said county and state, do hereby certify that Jay Stoller, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that such person signed and delivered said instrument as such person's own free and voluntary act, for the uses and purposes set forth.

Given under my hand and notarial seal this 17 day of February, 2015.

Deborah A. Hoppe
Notary Public

My Commission Expires:

4-6-18
[S E A L]



STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for and residing in said county and state, do hereby certify that _____, the _____ of Wells Fargo Bank, National Association, 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 such person signed and delivered said instrument as such person's own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes set forth.

Given under my hand and notarial seal this ___ day of _____, 2015.

Notary Public

My Commission Expires:

[S E A L]

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STATE OF ILLINOIS)
) SS
 COUNTY OF _____)

I, _____, a Notary Public in and for and residing in said county and state, do hereby certify that Jay Stoller, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that such person signed and delivered said instrument as such person's own free and voluntary act, for the uses and purposes set forth.

Given under my hand and notarial seal this ____ day of _____, 2015.

 Notary Public

My Commission Expires:

 [S E A L]

STATE OF ILLINOIS)
) SS
 COUNTY OF Kane)

I, Stephanie McDonald a Notary Public in and for and residing in said county and state, do hereby certify that Brian Poyer, the vice president of Wells Fargo Bank, National Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Brian Poyer appeared before me this day in person and acknowledged that such person signed and delivered said instrument as such person's own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes set forth.

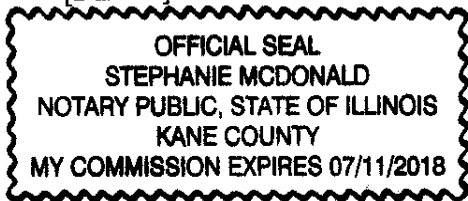
Given under my hand and notarial seal this 16th day of February, 2015.

Stephanie McDonald
 Notary Public

My Commission Expires:

7/11/2018

 [S E A L]



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EXHIBIT A - LEGAL DESCRIPTION

PARCEL 3 DESCRIPTION:

THAT PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS; BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 30 DISTANT 331.93 FEET NORTH OF THE CENTER LINE OF GRAND AVENUE AS MEASURED ALONG THE WEST LINE OF SAID SECTION; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 600.00 FEET; THENCE EAST ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 370.53 FEET TO A POINT 25.00 FEET NORTHWESTERLY AS MEASURED RADially FROM THE NORTHWESTERLY BOUNDARY LINE OF THE TRI-STATE ROUTE OF THE NORTHERN ILLINOIS ROAD; THENCE SOUTHWESTERLY ALONG A LINE PARALLEL WITH THE NORTHWESTERLY BOUNDARY LINE OF SAID TOLL ROAD SAID PARALLEL LINE ALSO BEING A CURVED LINE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 3014.79 FEET A DISTANCE OF 646.38 FEET; THENCE WEST ALONG A LINE DRAWN AT RIGHT ANGLES FROM THE WEST LINE OF SAID SECTION A DISTANCE 133.47 FEET TO THE POINT OF BEGINNING, EXCEPT THE WEST 33 FEET THEREOF TAKEN FOR MOUNT PROSPECT ROAD, ALL IN COOK COUNTY, ILLINOIS.

Tax Parcel Nos.: 12-30-100-005-0000, 12-30-100-011-0000, and 12-30-100-009-0000

Property Address: 3325 Mt. Prospect Road, Franklin Park, Illinois