

Doc# 1634210085 Fee \$80.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/07/2016 12:22 PM PG: 1 OF 22

LOAN ASSUMPTION AGREEMENT WITH RELEASE OF GUARANTOR

RE: LOAN NUMBER 8420-01003

of November, 2016 by and among Chicago Title Land Trust Company, not personally, but as trustee pursuant to a trust agreement dated as of October 9, 2008, and known as trust number 8002351853 (referred to herein as "Former Land Trust"), The Genesis Group 7041, Inc., an Illinois Corporation, the beneficial owner of the Former Land Trust (referred to herein as "Former Owner"), Steve Thomas ("Former Guarantor"), OMI AA II, LLC, an Illinois limited liability company ("New Borrower"), Community Investment Corporation ("CIC"), an Illinois not-for-profit corporation, as loan servicer, Self-Help Credit Union ("SHCU"), a North Carolina chartered credit union, as lender, Mike Yun, David Ahn, and Byong Kim, a/k/a B.J. Kim (individually and collectively referred to herein as "New Guarantors").

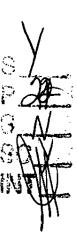
WITNESSETH

WHEREAS, the Former Land Trust owns or owned fee simple title to the real property and improvements legally described in Exhibit A hereto (the "Premises");

WHEREAS, CIC has previously made a loan to Former Owner in the original principal amount of ONE MILLION ONE HUNDRED SEVENTY-SIX AND NO/100 Dollars (\$1,176,000.00) (the "Loan");

WHEREAS, the Loan is evidenced by a Three Year Adjustable Rate Construction Loan Note dated October 27, 2008 (the "Note"), and is secured by a Construction Loan Mortgage and Security Agreement with Collateral Assignment of Leases and Rents (the "Mortgage") of the date of the Note, and recorded in the office of the Cook County Recorder of Deeds as document number 50831031056;

WHEREAS, the Loan is also secured by a certain Construction Loan Mortgage and Security Agreement with Collateral Assignment of Leases and Rents [Recourse] dated October 27, 2008, from



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the Former Beneficiary (the "Security Agreement"), granting CIC a security interest in the Former Land Trust;

WHEREAS, the Loan is further secured by the Guaranty of the Former Guarantor dated October 27, 2008 (the "Thomas Guaranty");

WHEREAS, the Former Owner, Former Guarantor, New Borrower, and New Guarantors hereby acknowledge and affirm that the principal amount of \$1,020,589.38, plus accrued interest, fees and costs, remains unpaid under the Note as of November 22, 2016;

WHEREAS, the Note, Mortgage, Security Agreement, Thomas Guaranty, and any other documents executed by Former Owner and Former Guarantor in connection with the Loan are hereby referred to as the "Loan Documents";

WHEREAS, the Loan was purchased by SHCU and SHCU is the owner and holder of the Loan;

WHEREAS, SHCU and CIC entered into that certain Mortgage Loan Servicing Agreement, dated as of December 22, 2014, wherein CIC agreed to act as Servicer for the Loan (the "Services Agreement");

WHEREAS, the term "Liabilities" shall n ean all liabilities, indebtedness and obligations of Former Owner, Former Guarantor, New Borrower, and New Guarantors to SHCU, howsoever created, arising or evidenced, whether now existing or hereafter arising, whether direct or indirect (including those acquired by assignment), absolute or contingent, due or to become due, primary or secondary, joint or several, whether existing or arising through discount, overdraft, purchase, direct loan, participation, operation of law, or otherwise, including but not limited to, all liabilities, indebtedness and obligations of Former Owner, Former Guarantor, New Borrower, and New Guarantors to SHCU pursuant to this Agreement, any letter of credit, any standby letter of credit or any of the Loan Documents and reasonable outside attorneys' and paralegals' fees or charges relating to the enforcement of SHCU's rights, remedies, powers and security interests under this Agreement and the Loan Documents, including, but not limited to, the drafting of any documents in the preparation and enforcement of the loans evidenced by the Loan;

WHEREAS, on or before the date of this Agreement, the Former Owner will convey the Premises to the New Borrower (the "Transfer");

WHEREAS, the New Borrower and New Guarantors acknowledge and confirm that they are obligated to pay all Liabilities, all without setoff, counterclaim or defenses;

WHEREAS, the Former Owner and Former Guarantor have requested that SHCU permit New Borrower to assume the obligations of the Loan and to modify the terms of the Loan, and SHCU has agreed to permit the assumption of the Loan and to modify the terms of the Loan, subject to the terms and conditions set forth in this Agreement, and provided that the Loan Documents, and any and all modifications thereof, and the liens of any of the foregoing, as

amended hereby, shall have the same validity, priority and effect against all of the real and personal property to which said liens had immediately prior to the execution and delivery of this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual promises and covenants set forth herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. <u>INCORPORATION OF RECITALS/ DEFINED TERMS</u>. The Recitals set forth above are herein incorporated by this reference as though fully repeated hereunder and are hereby made a part of this Agreement. Any capitalized term not otherwise defined herein shall have the meaning ascribed to such term in this Agreement.

2. ASSUMP GON OF INDEBTEDNESS.

- (i) New Borrower hereby assumes and agrees to pay the unpaid balance of the Lorn, with interest, advances, fees and costs payable pursuant to the terms of the Lorn Documents, and to carry out, and be bound by, each and every obligation of the Former Owner in the Loan Documents;
- (ii) New Borrower hereby agrees to execute any and all additional documentation required by SHCU to effectuate the assumption of the Loan by the New Borrower pursuant to this Agreement; and
- (iii) New Borrower hereby acknowledges and agrees that the Former Owner and Former Guarantor will be released from their obligations under the Loan Documents upon full satisfaction of this Agreement.
- fully perform the obligations of Former Owner under the Note and other Loan Documents and acknowledges and agrees that such indebtedness is owing to SHCU and is enforceable against New Borrower in accordance with the terms of the Note (as if the Note had been executed and delivered by New Borrower to SHCU), subject to no defenses, counterclaims, deductions or set-offs whatsoever. Nothing contained in this Agreement, or the transactions contemplated hereby, shall be deemed or construed to be a consent to or a waiver of any breach or default in the performance by New Borrower of their obligations to SHCU, whether evidenced by the Note, other Loan Documents, or otherwise, nor shall SHCU be impaired or limited in its ability to fully and completely enforce any and all of the rights and remedies presently available to it under the Loan Documents for a breach of obligations as required therein as may exist subsequent to the time of the making of this Agreement.
- 4. <u>CONDITIONS PRECEDENT TO MODIFICATION</u>. The following conditions must be fully satisfied on or before November 21, 2016, and prior to modification of Loan Documents as set forth below:
 - (i) New Borrower shall pay to SHCU the sum of \$5,115.50 as the assumption

service fee due to SHCU on the Loan;

- (ii) New Borrower shall pay to CIC the sum of \$750.00 as the construction loan inspection fee and the sum of \$9.00 as the wire transfer fee;
- New Borrower shall pay to CIC, as servicer of the Loan and on behalf of SHCU, the sum of \$2,998.95 to fund the escrow on the Mortgage through November 30, 2016, and the sum of \$5,242.45, as the November payment on the Loan;
- The New Guarantors shall execute and deliver to SHCU a Guaranty in form and substance acceptable to SHCU;
- (v) Upon satisfaction of paragraph 2 (iv) hereinabove, the Former Guarantor shall be released from his obligations under the Thomas Guaranty; and
- (vi) New Bor ower shall prepay in full one (1) year of premiums for Property & Liability Insurance as required under the Mortgage and provide proof satisfactory to SHCU; and
- (vii) Former Owner shall pay to CIC, as servicer of the Loan and on behalf of SHCU, the sum of \$5,242.45, as October principal and interest payment on the Loan.
- 5. EXPENSES: SHCU shall be solely responsible for any and all costs, expenses, fees, charges, taxes, of whatever kind and nature, including attorneys' fees and costs, incurred by SHCU in connection with the assumption of the Loan Documents as provided for in this Agreement. CIC shall be solely responsible for any and all costs, expenses, fees, charges, taxes, of whatever kind and nature, including attorneys' fees and costs, incurred by CIC in connection with the assumption of the Loan Documents as provided for in this Agreement.
- 6. <u>INTENT OF PARTIES</u>. New Borrower acknowledges and a rees that the liens evidenced by the Loan Documents shall in no way be deemed to or have been subordinated, released, modified, terminated, or otherwise affected by this Agreement, it being understood by the parties hereto that the liens of said documents shall continue in full force and effect, and are to have the same validity, priority and effect that they had immediately prior to the execution of this Agreement and the documents and instruments executed and delivered pursuant to this Agreement, and shall survive and not be merged into the execution and delivery of this Agreement or any of the documents and instruments to be executed pursuant to this Agreement, without interruption; and that SHCU has fulfilled any and all of SHCU's obligations under the Loan Documents to date. Former Owner, Former Guarantor, New Borrower, and New Guarantors hereby release and hold SHCU harmless from and against any and all claims, actions, lawsuits, damages, costs and expenses whatsoever, which Former Owner, Former Guarantor, New Borrower, and New Guarantors may have had or currently has against SHCU in connection with or related to the Loan Documents, or the Loan evidenced thereby.

- 7. **EFFECT OF AGREEMENT**. Except as specifically amended or modified by the terms of this Agreement, all terms and provisions of each of the Loan Documents shall remain in full force and effect. The provisions of this Agreement shall govern and control in the event of any conflict with the provisions of any of the Loan Documents. New Borrower and New Guarantors acknowledge and agree that all of its covenants, representations, warranties and agreements set forth in the Loan Documents are and remain in full force and effect. A default by New Borrower and New Guarantors in the performance of their obligations under this Agreement shall constitute an event of default under the Note and the other Loan Documents, and in such event SHCU shall be entitled to exercise any and all of its rights and remedies as set forth in the Note and the other Loan Documents.
- RELEASE. Former Owner, Former Guarantor, New Borrower, and New Guarantor's do hereby each release SHCU and its officers, directors, employees, agents, attorneys, personal representatives, successors, prodecessors and assigns from all manner of actions, cause and causes of action, suits, deaths, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands, whatsoever in law or in equity, and particularly, without limiting the generality of the foregoing, in connection with the Loan Documents and any agreements, documents and instruments relating to the Loan Documents and the administration of the Loan Documents and the Liabilities (collectivity, the "Claims"), which Former Owner, Former Guarantor, New Borrower, and New Guarantors now have against the SHCU or ever had, or which might be asserted by Former Owner, Former Guarantor, New Borrower, and New Guarantors' heirs, executors, administrators, representatives, agents, successors, or assigns based on any Claims which exist on or at any time prior to the date of his Agreement. Former Owner, Former Guarantor, New Borrower, and New Guarantors expressly acknowledge and agree that they have been advised by counsel in connection with this Agreement an 1 that they each understand that this Paragraph constitutes a general release of the SHCU and that Former Owner, Former Guarantor, New Borrower, and New Guarantors intend to be fully and legally bound by the same. Former Owner, Former Guarantor, New Borrower, and New Guarantors here's acknowledge that SHCU has no knowledge of the terms of the Transfer and hereby waive any and all Claims and defenses Former Owner, Former Guarantor, New Borrower, and New Guarantors have against SHCU in any manner whatsoever relating to the Transfer. Former Owner, Former Guarantor, New Borrower, and New Guarantors further expressly acknowledge and agree that this general release and waiver shall have full force and effect notwithstanding the occurrence of a default pursuant to this Agreement or under the Loan Documents.
- 9. <u>AFFIRMATION OF SERVICES AGREEMENT</u>. CIC and SHCU hereby affirm the Services Agreement and agree that the Services Agreement shall remain in full force and effect.

10. <u>NOTICE</u>.

If to SHCU:

SELF-HELP CREDIT UNION

301 W. Main St. Durham, NC 27701

Attn: Ozlem Tanik Ponarin

If to CIC:

COMMUNITY INVETMENT CORPORATION

222 South Riverside Plaza

Chicago, IL 60606 Attn: John Crane

If to New Porrower:

DMI AA II, LLC

DMI MY, LLC

6140 S. Drexel Ave., #C2

Chicago, IL, 60637

11. <u>MISCELLANEOUS PROVISIONS</u>.

(a) In the event of a conflict between the Note, the Security Agreement or any other Loan Document and this Agreement, the terms of this Agreement shall prevail.

- (b) This Amendment may be executed in any number of counterparts and it shall not be necessary that each party to this Agreement execute each counterpart. Each counterpart so executed (or, if all parties do not sign on the same counterpart, each group of counterparts signed by all parties) shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.
- (c) This Agreement shall be construed and enforced in accordance with the laws of North Carolina.

- SIGNATURE PAGES ATTACHED-

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NEW GUARANTORS: √k/a B.J. KIM FORMER GUARANTOR: OF COOK COUNTY CLORES OFFICE STEVE THOMAS

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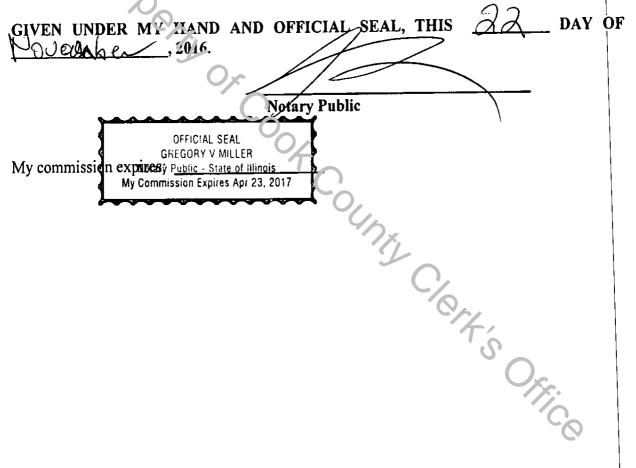
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STATE OF ILLINOIS)
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COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that: STEVE THOMAS, PRESIDENT of THE GENESIS GROUP 7041, INC., AN ILLINOIS CORPORATION 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 acts, and as the free and voluntary act of said THE GENESIS GROUP 7041, INC., AN ILLINOIS CORPORATION, for the uses and purposes therein set forth.



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STATE OF ILLINOIS)
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COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that: DMI AA II, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY and DMI MY, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY as MANAGEP. OF DMI AA, II, LLC, and BYONG KIM, a/k/a B.J. KIM_(MEMBER), AND DAVID AHN (MEMBER), are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such MANAGER and MEMBERS respectively, appeared before rie his day in person and acknowledged that they signed and delivered the said instrument as their cwill free and voluntary acts, and as the free and voluntary act of said limited liability companies, for the uses and purposes therein set forth.

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Notary Public

My commission expires: 7.25.17

OFFICIAL SEAL
AMANDA TANGUMA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:07/25/17

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JOHNA CLORAS OFFICE

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STATE OF ILLINOIS)
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COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that: JOHN CRANE, SENIOR VICE PRESIDENT OF COMMUNITY INVESTMENT CORPORATION, is personally known to me to be the same person whose name is subscribed to the foregoing appeared before me this day in person and acknowledged that he signed and achievered the said instrument as his own free and voluntary acts, and as the free and voluntary act of said <u>COMMUNITY INVESTMENT CORPORATION</u> for the uses and purposes therein set forth.

GIVEN UN	DER MY HA	ND AND	OFFICIAL	SEAL,	THIS	_22nd	DAY	OF
November	~ , 2016						1	

"OFFICIAL SEAL"
JENNIFER M. CAPUTO
Notary Public, State of Illinois
My Commission Expires March 08, 2020

My commission expires:

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I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that: Ashley Pinkard (name) Vice President (title) of SELF-HELP CREDIT UNION, A NORTH CAROLINA CHARTERED CREDIT UNION is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice Pesident (title), appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his own free and voluntary acts, and as the free and voluntary act of said Credit Union, for the uses and purposes therein set forth.

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Notary Public

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My commission expires: 5May 2014

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1634210085 Page: 19 of 22

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1634210085 Page: 20 of 22

STATE OF ILLINOIS COUNTY OF COOK))§.)	
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STATE OF ILLINOIS)
)§.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that: DAVID AHN is personally known to me to be the same person whose name is subscribed to the foregoing instrument or appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS

Moverator, 2016.

My commission expires:

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EXHIBIT A

LEGAL DESCRIPTION

LOTS 9 AND 10 IN E.L. SOMMER'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 4 IN COMMISSIONER'S PARTITION, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS: 7041-49 S. MERRILL AVENUE, CHICAGO, IL 60649 MBER(C.)
COOK COUNTY CLERK'S OFFICE

PERMANENT INDEX NUMBER(S): 20-24-424-006-0000