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Doc# 1811616037 Fee \$50.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/26/2018 12:02 PM PG: 1 OF 7

Prepared by, Recorded at the Request of
and After Recording Return To:

Symetra Life Insurance Company
Mortgage Loan Department
PO Box 84066
Seattle, WA 98124-8466

Loan No. 5590

ABOVE SPACE FOR RECORDER'S USE ONLY

Tax Parcel Nos: 14-33-406-060-1001; 14-33-406-060-1002; 14-33-406-060-1003; 14-33-406-060-1004; 14-33-406-060-1005;
14-33-406-060-1006; 14-33-406-060-1007; 14-33-406-060-1008; 14-33-406-060-1009; 14-33-406-060-1010; 14-33-406-060-
1011; 14-33-406-060-1012; 14-33-406-060-1013; 14-33-406-060-1015; 14-33-406-060-1016; 14-33-406-060-1017; 14-33-406-
060-1018

1 of 4

LOAN ASSUMPTION AGREEMENT

THIS LOAN ASSUMPTION AGREEMENT ("Agreement"), made and entered into this 16th day of April, 2018; by and among SACIR VUKIC AND JASMINA VUKIC, husband and wife, whose address for notices is 6630 N. Lemai, Lincolnwood, IL 60712 (collectively, "Seller"), and 334 MENOMONIE LLC, an Illinois limited liability company, whose address for notices is 6630 N. Lemai, Lincolnwood, IL 60712 ("Transferee"), SACIR VUKIC AND JASMINA VUKIC, husband and wife, whose address for notices is 6630 N. Lemai, Lincolnwood, IL 60712 (collectively, "New Guarantors"), and SYMETRA LIFE INSURANCE COMPANY, an Iowa corporation, whose address for notices is Mortgage Loans, PO Box 84066, Seattle, WA 98124-8466 ("Lender").

14WSA318657LFE

RECITALS:

A. Lender made a loan to Seller (the "Loan") in the original principal amount of THREE MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 U.S. Dollars (\$3,250,000.00) evidenced by a Real Estate Note dated August 22, 2016 (the "Note"), which Note is secured by a Mortgage, Assignment of Rents, Security Agreement and Fixture Filing of even date therewith (the "Security Instrument") encumbering the real property in Cook County, Illinois, legally described on Exhibit A hereto (the "Property"), and recorded in the real property records of said County under Document No. 1624213054.

B. Seller executed and delivered to Lender an Environmental Agreement and Indemnity of even date with the Note (the "Environmental Agreement").

C. Seller has conveyed the Property to Transferee, Transferee desires to assume the Loan, and Seller and Transferee have requested Lender's consent to the conveyance and assumption; Lender is willing to grant such consent, on the terms and conditions set forth herein.

D. The Note, Security Instrument, Existing Guaranty, and Environmental Agreement are hereinafter collectively referred to as the "Loan Documents" for purposes of this Agreement. From and after the date of this Agreement, all references herein and/or in any other Loan Documents to any of the Loan Documents shall mean the Loan Documents as amended hereby.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. **Approval of Loan Documents.** Transferee and New Guarantors have received copies of, and have had an adequate opportunity to review, the Loan Documents, and understand the obligations they are undertaking pursuant to this Agreement.

2. **Assumption of Loan.** Transferee assumes and agrees to pay, strictly perform and observe at the times and in the manner specified therein all of the terms, covenants and conditions in the Loan Documents, including, without limitation, the obligation to pay the Note. Transferee agrees that this assumption is absolute and unconditional, is not subject to any existing defenses, claims or offsets of Seller, and the obligations of Transferee hereunder shall not be impaired by any agreement, statement or representation of

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Seller. Lender, in accepting this Assumption Agreement, agrees that the transfer of the Property to Transferee does not constitute the "one-time" transfer of the Property and assumption of the Loan permitted under the Security Instrument. Transferee and New Guarantor(s) will execute upon the closing of the loan assumption Lender's standard Environmental Agreement and Indemnity.

3. **Acknowledgment of Loan Balance and Payment Terms.** The parties hereto confirm and agree that the unpaid principal balance of the Note is \$3,079,205.66 as of *April 10, 2018* and interest is paid through April 9, 2018. Principal and interest shall be paid in monthly payments in the amounts and at the times specified in the Note. Payments shall be first credited to interest then to reduction of principal. All payments made on the Note shall be paid by Transferee to Lender by a pre-authorized debit from Transferee's bank account using electronic funds transfer initiated by Lender through the automated clearing house network ("ACH") for settlement on the due date. No prepayment of the Loan is permitted except as specified in the Note.
4. **New Guaranty.** New Guarantors shall execute a full Guaranty of the obligations of Transferee under the Loan in a form satisfactory to Lender under which New Guarantor shall guarantee the full and timely repayment of the Loan and performance of all of Transferee's other obligations with respect to the Loan.
5. **Release of Seller.** Effective upon the recording of this Assumption Agreement, Seller shall be released from liability for repayment of the indebtedness evidenced by the Note and secured by the Security Instrument and from any obligation or liability under the Environmental Agreement; provided, however, that such release shall not alter or impair the obligations under such documents being executed as New Guarantor.
6. **Processing Fee; Other Fees and Costs.** Transferee has paid to Lender a non-refundable processing fee of \$3,500.00 as consideration for Lender's review of Transferee's request for consent to the transaction described herein and the documentation of the transaction described herein. Transferee agrees to pay all of the costs, fees and expenses of Lender incurred in connection herewith, including but not limited to those of its attorneys (if required) and the title and recording charges.
7. **Title Endorsement.** As a condition of Lender's consent to the conveyance of the Property by Seller to Transferee, Seller or Transferee shall provide Lender, at their sole cost and expense, with endorsements to the lender's policy of title insurance in favor of Lender insuring the lien of the Security Instrument (the "Title Policy"), insuring that the conveyance of the Property does not affect the priority or validity of the lien of the Security Instrument, insuring that Transferee is vested with fee title to the Property, and, either updating the policy date with no exception for intervening matters or, if any modifications to the terms of the Loan and the Loan Documents are made pursuant to this Agreement, insuring that the validity and priority of the lien of the Security Instrument is not affected by such modification(s).
8. **Amendment of UCC Financing Statement.** Transferee authorizes Lender to file a Uniform Commercial Code financing amendment statement identifying Transferee as the new Debtor under an existing financing statement filed upon closing of the Loan and describing such personal property collateral.
9. **Lender's Consent.** Subject to the terms and conditions of this Agreement, Lender consents to (i) the conveyance of the Property from Seller to Transferee and (ii) the assumption of the Loan by Transferee.
10. **Seller Authorization.** The parties executing this instrument on behalf of Seller represent and warrant to Lender that they have full authority to act for Seller hereunder without the consent or joinder of any other party.
11. **Transferee's Authorization.** As a condition of Lender's consent to the assumption of the Loan as provided herein, Transferee and any Guarantor that is not a natural person shall provide Lender with copies of Transferee's and such Guarantor's organizational documents, and those of any other entity exercising authority on behalf of Transferee and such Guarantor, and shall certify the completeness and correctness of such documents and of any other evidence of the authority of the person(s) executing this Agreement or any new guaranty of the Loan.
12. **Priority of Security Documents.** Nothing contained in this Agreement or done pursuant to it shall affect the lien of the Security Instrument, or the priority thereof over other liens or encumbrances, or release or affect the liability of any party.
13. **No Other Modifications; No Waiver of Lender's Rights.** All terms and conditions of the Loan Documents shall remain unchanged unless the terms and conditions are specifically amended by this Agreement. The right of Lender to accelerate payment of the Loan upon conveyance of the Property is hereby waived with respect only to the conveyance transaction described herein.

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Lender reserves its right to accelerate payment of the Loan for any future Conveyance or Change of Control (as defined in the Security Instrument) or upon the occurrence of any other default. Lender's consent in this Agreement is limited to this transaction only, and shall not constitute a consent or waiver with respect to any other or future transaction. If any provision of this Agreement shall be invalid, illegal or unenforceable, such provision shall be severable, and the remaining provisions shall not be affected.

14. **Governing Law.** This Agreement and the transactions described herein shall be governed by the laws of the State of Illinois.

15. **Notices.** Any notices to be given by any party to the other hereunder or under the Loan Documents shall be given in the manner set forth in the Security Instrument at the address for such party stated herein.

16. **Effectiveness of Agreement.** This Agreement shall become effective upon its execution by each of the parties, conveyance of the Property to Transferee, and recording of this Agreement; provided that this Agreement is mutually delivered by the parties hereto and all conditions to its effectiveness as provided herein are satisfied on or before April 17, 2018. This Agreement shall be the binding upon the parties hereto and their respective successors and assigns. If more than one party is executing this Agreement as "Transferee" then their obligations hereunder shall be joint and several.

17. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. The signature pages or exact copies of this Agreement may be attached to one copy to form one complete document.

18. **Headings.** The titles and headings of the various paragraphs and sections hereof are intended solely for means of reference and are not intended for any purpose whatsoever to modify, explain or place any construction on any of the provisions of this Agreement.

19. **Severability.** If any of the provisions of the Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement by the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby, and every remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. **Integration; Amendment.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior or contemporaneous written or oral agreements relating hereto. This Agreement may not be modified, amended or otherwise changed in any manner except by a writing executed by the party against whom enforcement is sought. The Recitals and all exhibits attached hereto are incorporated herein by reference.

21. **Time of the Essence.** Time is of the essence of every provision herein contained.

22. **Construction.** The parties acknowledge that with respect to the actions contemplated herein (A) each party and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto; (B) none of the parties hereto has received from the others any accounting, tax, legal or other advice, and (C) each party has relied solely upon the advice of their own accounting, tax, legal and other advisor.

23. **RELEASE. IN ORDER TO INDUCE LENDER TO ENTER INTO THIS AGREEMENT, EACH OF SELLER, TRANSFEREE, EXISTING GUARANTOR(S) AND NEW GUARANTOR(S) FOREVER RELEASE AND DISCHARGE LENDER AND LENDER'S OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, SUITS AND DAMAGES (INCLUDING CLAIMS FOR ATTORNEYS' FEES AND COSTS) WHICH IT, JOINTLY OR SEVERALLY, EVER HAD OR MAY NOW HAVE AGAINST ANY OF THE RELEASED PARTIES FOR ANY MATTER, INCLUDING WITHOUT LIMITATION ANY CLAIMS ARISING OUT OF OR RELATED IN ANY WAY TO THE LOAN, THE LOAN DOCUMENTS, THE COLLATERAL FOR THE LOAN, WHETHER KNOWN OR UNKNOWN, INCLUDING BUT NOT LIMITED TO ANY AND ALL CLAIMS BASED UPON OR RELYING ON ANY ALLEGATIONS OR ASSERTIONS OF DURESS, ILLEGALITY, UNCONSCIONABILITY, BAD FAITH, BREACH OF CONTRACT, REGULATORY VIOLATIONS, NEGLIGENCE, MISCONDUCT, OR ANY OTHER TORT, CONTRACT OR REGULATORY CLAIM OF ANY KIND OR NATURE. THIS RELEASE IS INTENDED TO BE FINAL AND IRREVOCABLE AND IS NOT SUBJECT TO THE SATISFACTION OF ANY CONDITIONS OF ANY KIND.**

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Lender:

SYMETRA LIFE INSURANCE COMPANY, an Iowa corporation

By:

[Handwritten Signature]
Colin M. Elder, Senior Vice President

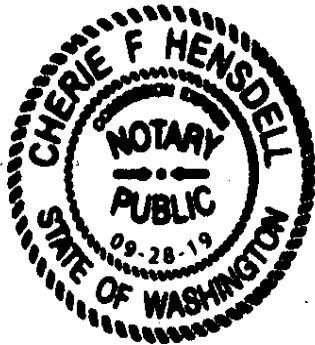
STATE OF WASHINGTON

ss.

COUNTY OF King

I certify that I know or have satisfactory evidence that **Colin M. Elder** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Senior Vice President of Symetra Life Insurance Company, an Iowa corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 19th day of April, 2018.



Cherie F. Hensdell

(Signature of Notary)

Cherie F. Hensdell

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at Woodville
My appointment expires 9/28/19

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IN WITNESS WHEREOF, this Agreement has been executed as of the day and year stated above.

TRANSFeree:

334 MENOMONEE LLC, an Illinois limited liability company

By: [Signature]
SACIR VUKIC, its Manager and Member

By: [Signature]
Jasmina Vukic, its Manager and Member

SELLER AND NEW GUARANTORS:

[Signature]
SACIR VUKIC

[Signature]
JASMINA VUKIC

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, KRISTINE A. JOZWIK, a Notary Public in and for said county in the state aforesaid, do certify that SACIR VUKIC, 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 he signed and delivered the foregoing instrument as his voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official stamp or notarial seal, this 16th day of April, 2018.



[Signature]
Notary Public
Residing at: Cook County
My Commission expires: 8-1-20

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, KRISTINE A. JOZWIK, a Notary Public in and for said county in the state aforesaid, do certify that JASMINA VUKIC, personally known to me to be the same person whose name is subscribed to the foregoing instrument,
Loan Assumption Agreement- Related Party
4
Symetra Loan No. 5590

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appeared before me this day in person and acknowledged that she signed and delivered the foregoing instrument as her voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official stamp or notarial seal, this 16th day of April, 2018.



Kristine A. Jozwik

 Notary Public
 Residing at: Cook County

 My Commission expires: 8-1-20

Property of Cook County Clerk's Office

COOK COUNTY
 RECORDER OF DEEDS

Lender:

SYMETRA LIFE INSURANCE COMPANY, an Iowa corporation

By: _____
Colin M. Elder, Senior Vice President

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EXHIBIT A

Legal Description of Real Property

Land and Improvements situated in the County of Cook, State of Illinois, and legally described as follows:

UNIT 101, 102, 103, 104, 105, 106, 107, 108, 201, 202, 203, 204, 205, 302, 303, 304 AND 305 IN THE 334 MEMOMONEE CONDOMINIUM, AS DELINEATED AND DEFINED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE SOUTH 48 FEET OF LOTS 26 TO 30 BOTH INCLUSIVE IN WARD'S SUBDIVISION OF BLOCK 44 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT 'D' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0722403/65 TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PROPERTY ADDRESS: 324 W. Menomonee Street, Chicago, IL 60614

- PROPERTY TAX INDEX #s:
- 14-33-406-060-1001
 - 14-33-406-060-1002
 - 14-33-406-060-1003
 - 14-33-406-060-1004
 - 14-33-406-060-1005
 - 14-33-406-060-1006
 - 14-33-406-060-1007
 - 14-33-406-060-1008
 - 14-33-406-060-1009
 - 14-33-406-060-1010
 - 14-33-406-060-1011
 - 14-33-406-060-1012
 - 14-33-406-060-1013
 - 14-33-406-060-1015
 - 14-33-406-060-1016
 - 14-33-406-060-1017
 - 14-33-406-060-1018

COOK COUNTY
 RECORDER OF DEEDS