INSTRUMENT PREPARED BY:

Ellen J. Pantaenius At Husch Black well LLP AND WHEN RECORDED MAIL TO:

Husch Blackwell LLP 4801 Main Street - Suite 1000 Kansas City, Missouri 64112

P.I.N. 31-26-311-003-0000, 31-26-311-004-0000, 31-26-311-005-0000, 31-26-311-006-0000, 31-26-311-0½-0000

3700-3740 Sauk Trai.. Richton Park, Illinois



Doc# 1914034047 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF BEEDS

DATE: 05/20/2019 01:58 PM PG: 1 OF 18

LOAN ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS LOAN ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made effective as of the 14 day of May, 2019 (the "Effective Date"), by and between SEOUOIA #1 LLC, an Illinois limited liability company, having an address of 402 N. Main Street, Wauconda, Illinois 60084, TERAGRAM ROCK LLC, an Illinois limited liability company, having an address of 402 N. Ma n Street, Wauconda, Illinois 60084, MNST, LLC, an Illinois limited liability company, having an address of 2012 N. Cleveland, Chicago, Illinois 60614, and JNST, LLC, an Illinois limited liability company, having an address of 2012 N. Cleveland, Chicago, Illinois 60614, as tenants in common ("Assignor"), as assignor; ALLEN ENAYATIAN, having an address of 10 Broadlawn Avenue, Kingspoint, NY 11024, and EDMOND ENAYATIAN, having an address of 4 Emmers Road, Kingspoint, NY 11024 ("Guarantor"), as guarantor; SAUK TRAIL Z PLAZA LLC an Illinois limited liability company, having an address of 175 Great Neck Road, Suite 406, Great Neck, NY 11021 ("Borrower"); and INNOVATIVE CAPITAL ADVISORS, LLC, an Illinois limited liability company, with an address at 8700 State Line Road, Suite 380, Leawood, Kansas 66206, as agent ("Agent") for the benefit of the lenders described in the Note as hereinatier defined (collectively, "Lenders").

RECITALS

- A. Lenders made a loan in the amount of \$2,175,000.00 (the "Loan") to Sauk Trail Plaza, LLC, an Illinois limited liability company ("Sauk Trail Plaza"), which Loan is evidenced by that certain Promissory Note dated February 3, 2017 (the "Note") from Sauk Trail Plaza to Agent for the benefit of Lenders.
- B. As security for Sauk Trail Plaza's obligation to pay the Note and its other obligations under the Loan, Sauk Trail Plaza granted to Agent for the benefit of Lenders a Mortgage, Assignment of Leases and Rents, Security Agreement, and Financing Statement dated as of February 3, 2017 (the "Mortgage"), which Mortgage was recorded in the records of Cook County, Illinois, on February 6, 2017, as Document No. 1703719107, and an Assignment of

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Loan No. 2016-03-1414

Leases and Rents dated as of February 3, 2017 (the "<u>Assignment of Rents</u>"), which Assignment of Rents was recorded in the records of Cook County, Illinois, on February 6, 2017, as Document No. 1703719108.

- C. Sauk Trail Plaza assigned to Assignor all of Sauk Trail Plaza's rights, benefits, title and interest under the Note, Mortgage, Assignment of Rents and any and all other documents or instruments executed by Sauk Trail Plaza evidencing or securing its obligations under the Loan, and Assignor assumed Sauk Trail Plaza's duties and obligations under such documents pursuant to that certain Loan Assignment and Assumption Agreement dated March 12, 2018, recorded in the records of Cook County, Illinois, on March 15, 2018, as Document No. 1807408079 (the "2018 Loan Assumption Agreement").
- D. The Note, Mortgage, Assignment of Rents and any and all other documents or instruments executed by Sauk Trail Plaza, Assignor, and Borrower evidencing or securing such parties' obligations under the Loan are hereinafter collectively referred to as the "Loan Documents".
- E. The Loan Documents encumber the property described therein and also described on Exhibit A, attached hereto and incorporated herein by reference (the "Mortgaged Estate").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the covenants and obligations contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among Assignor, Guarantor, Borrower, and Agent, for the benefit of Lenders, as 10/10 ws:

- 1. <u>Assignment of Loan</u>. Assignor hereby assigns to Borrower all of Assignor's rights, benefits, title and interest under the Loan Documents.
- 2. <u>Assumption of Loan</u>. Borrower hereby accepts such assignment from Assignor and assumes and agrees to pay and perform all of the "<u>Secured Obligations</u>" (as defined in the Mortgage), and any and all other duties and obligations under the Loan Pocuments from and after the Effective Date of this Agreement.
- 3. <u>Agent's Consent</u>. Agent, on behalf of the Lenders, hereby consents to the conveyance of the Mortgaged Estate by Assignor to Borrower and to the assumption of the Loan by Borrower.
- 4. <u>Obligations Unconditional</u>. Borrower's assumption of the Secured Obligations and Borrower's liability to Agent and Lenders under the Loan Documents is unconditional as to Agent and Lenders, notwithstanding any arrangement or agreement between Assignor and Borrower.
- 5. <u>Endorsement to Title Policy</u>. As a condition to, and contemporaneous with, the execution of this Agreement, Borrower shall provide Agent with an endorsement to the policy of First American Title Insurance Company, No. 827778 (the "<u>Policy</u>") showing Borrower as the owner of the Mortgaged Estate and insuring the first lien priority of the Mortgage effective as of

the date of the recording of this Agreement, subject only to those exceptions approved by Agent on or before the Effective Date.

- 6. <u>Environmental Indemnity</u>. As a condition to, and contemporaneous with, the execution of this Agreement, Borrower and Guarantor shall execute and deliver to Agent an Environmental Indemnity Agreement for the benefit of Agent and Lenders, in form acceptable to, and approved on or before the Effective Date by, Agent.
- 7. <u>Limited Guaranty</u>. As a condition to, and contemporaneous with, the execution of this Agreement, Guarantor shall execute and deliver to Agent a Limited Guaranty Agreement for the benefit of Agent and Lenders, in form acceptable to, and approved by, Agent.
- 8. <u>Borrower's and Guarantor's Certificates</u>. As a condition to, and contemporaneous with, the execution of this Agreement, Borrower shall execute and deliver to Agent a Certificate of Borrower for the borefit of Agent and Lenders in form acceptable to, and approved by, Agent. As a condition to, and contemporaneous with, the execution of this Agreement, Guarantor shall execute and deliver to Agent a Certificate of Guarantor for the benefit of Agent and Lenders in form acceptable to, and approved by, Agent.
- 9. Opinion of Counsel. As a condition to, and contemporaneous with, the execution of this Agreement, Borrower and Guaracter shall cause their legal counsel to execute and deliver to Agent an opinion of counsel for the berufit of Agent and Lenders in form acceptable to, and approved by, Agent.
- 10. <u>Insurance and Tax and Insurance Escrows</u>. As a condition to, and contemporaneous with, the execution of this Agreement, Borrower shall provide Agent with all policies and certificates of insurance and all tax and insurance escrows required under the terms of the Mortgage.
- 11. <u>Representations and Warranties</u>. Assignor hereby represents and warrants that, to the best of its actual knowledge, Assignor is not in default of its colligations under the Loan Documents, nor is there any fact or condition of which the giving of notice or the passage of time would constitute a default by Assignor or Agent under the Loan Documents.
- 12. <u>Notices</u>. Borrower's address for receipt of all notices under the Loro Documents is as follows, and all Loan Documents shall be deemed to be modified and ar ended, as necessary, to reflect the same, as of the Effective Date:

If to Borrower: Sauk Trail Z Plaza LLC

175 Great Neck Road, Suite 406

Great Neck, NY 11021

With a Copy to: Alan Merovitch

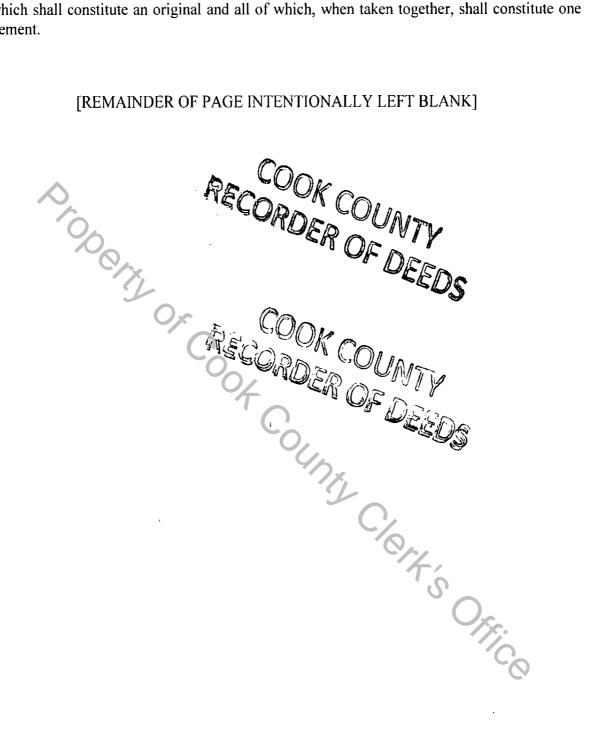
153 Stevens Avenue, Suite 8 Mount Vernon, NY 10550

13. <u>Original Guaranty and Environmental Indemnity Agreement</u>. Assignor's obligations under the Loan have been guaranteed by Michael Nemlich, Janet Nemlich, Richard

Blaurock, and Margaret Blaurock (collectively, "Original Guarantor") pursuant to the Limited Guaranty Agreement in favor of Agent for the benefit of Lenders of even date with the Note (the "Original Guaranty"). Original Guarantor also executed and delivered to Lender an Environmental Indemnity Agreement in favor of Agent for the benefit of Lenders of even date with the Note (the "Original Environmental Indemnity Agreement"), and Assignor executed and delivered to Lender an Environmental Indemnity Agreement in favor of Agent for the benefit of Lenders of even date with the 2018 Loan Assumption Agreement (the "2018 Environmental Indemnity Agreement"). Original Guarantor hereby consents to the transfer of the Mortgaged Estate and the assumption of the Loan. Guarantor hereby assumes all liability of Assignor and Original Guarantor and agrees to pay and perform all of the duties and obligations of Assignor and Original Guarantor under the Original Guaranty, the Original Environmental Indemnity Agreement, and the 2018 Environmental Indemnity Agreement. Agent hereby releases Assignor and Original Cua antor from any liability, loss, claim, damage, or expense under the Original Environmental Indemnity Agreement and the 2018 Environmental Indemnity Agreement as a result of any acts of release of any Hazardous Substances (as defined in the Original Environmental Indemnity Agreement and the 2018 Environmental Indemnity Agreement) first occurring after the date of this Agreement. Agent further releases Original Guarantor from any liability, loss, claim, damage, or expense under the Original Guaranty, other than with respect to acts or omissions by Assignor and Original Guarantor occurring before the date of this Agreement.

- 14. <u>Release of Assignor</u>. Agert hereby releases Assignor from any liability, loss, harm, damage or expenses under the Loan Documents, other than with respect to acts or omissions by Assignor occurring on or before the date of this Agreement.
- 15. <u>Costs, Expenses and Fees</u>. Borrower shall be responsible for all costs, expenses, and fees incurred in good faith by Agent in connection with this Agreement, including but not limited to title insurance, recording fees, escrow or closing fees, and Agent's attorneys' fee.
- 16. <u>Successors and Assigns</u>. All rights, benefits and colligations of Assignor and Agent under the Loan Documents, and any other document or instrument executed by Assignor for the benefit of Agent and Lenders and assumed by Borrower, shall inure to and bind Borrower and Agent, respectively, and this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns.
- 17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Mortgaged Estate is located.
- 18. <u>Loan Balance</u>. The parties acknowledge and agree that, as of the Effective Date, (i) the outstanding principal balance of the Loan is Two Million Nineteen Thousand Seventy-Eight and 73/100 U.S. Dollars (\$2,019,078.73) and (ii) interest under the Loan has been paid through April 30, 2019.
- 19. <u>Assumption Fee.</u> As a condition to, and contemporaneous with, the execution of this Agreement, Borrower shall pay to Agent a one-time assumption fee equal to one percent (1.00%) of the outstanding principal balance of the Loan or Twenty Thousand One Hundred Ninety and 79/100 U.S. Dollars (\$20,190.79).

20. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.



IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year first above written.

ASSIGNOR:

	TISSIST OTT
	SEQUOIA #1 LLC, an Illinois limited liability company
A .	Name: Hichard L. Plaurock
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NO CONTRACTOR OF THE PARTY OF T	Title: MANAGET
DOO OF	
Oje	TEREGRAM ROCK LLC,
	an Illinois limited liability company
	By:
	Name:
	Title:
	MNST, LLC, an Illinois limited liability company
	By:

Title:

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year first above written.

ASSIGNOR:

SEQUOIA #1 LLC, an Illinois limited liability company

DOOP OF By:_____ Name: Title:

TEREGRAM ROCK LLC, an Illinois limited liability company

Name: MIRGARET BLAUROCK

Title: MEMPER/MANAGER

MNST, LLC, an Illinois limited liability company

Title:

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IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year first above written.

ASSIGNOR:

SEQUOIA #1 LLC, an Illinois limited liability company

A	By:
	Name
6	Name:
700	Title:
Ox	TEREGRAM ROCK LLC,
	an Illinois limited liability company
	OZ
	By:

By:	<u> </u>	
Name:_	0/.	
Title:	Dr.	
		_

MNST, LLC, an Illinois limited liability company

Name: Title:_

JNST, LLC, an Illinois limited liability company

	By: Henlice
	Name: Janet C. Nemliel
	Title: Mg.
	U
Ô.	GUARANTOR:
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900 PM	Allen Enayatian
	Titlon Endy actain
	00/
	Edmond Enayatian
	0,
	BORROWER:
	SAUK TRAIL Z PLAZALLC,
	an Illinois limited liability company
	By: Z.E.A. Capital Realty Holoings, LLC,
	a Delaware limited liability company
	Its: Sole and Managing Member
	By:Allen Enayatian
	Managing Member
	D
	By: Edmond Enayatian
	Managing Member

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JNST, LLC, an Illinois limited liability company

By:			
Name	e:		
Title:			

GUARANTOR:

Allen Enayatian

DOOP OF C Edmond Enzyatian

BORROWER

SAUK TRAIL Z PLAZA LLC, an Illinois limited liability company

By: Z.E.A. Capital Realty Holangs, LLC, a Delaware limited liability company Its: Sole and Managing Member

Allen Enayatian

Managing Member

Edmond Enayatian Managing Member

STATE OF ILLINOIS)
county of Lake) ss.
On this day of May, 2019, before me, a Notary Public, in and for said County and State, personally appeared Michael L. Blaurock, known to me to be the person who executed the within instrument, and who stated that he is a Manager of Sequoia #1 LLC, an Illinois limited liability company, and that he executed the same as a Manager, for and on behalf of said limited liability company and as the free act and deed of said limited liability company.
IN WINESS WHEREOF, I have hereunto subscribed my name and affixed my official
"OFFICIAL" [SYAILHIA M TYSLAVD NOTARY PUBLIC, STATE OF ILLINOIS IN COmmission Expires 11/23/2020 Notary Public Notary Public
My Commission Expires: 1/123/20
604
STATE OF ILLINOIS)
COUNTY OF) ss.
On this day of, 2019, before me, a Notary Public, in and for said County and State, personally appeared, known to me to be the person who executed the within instrument, and who stated that he is a of Teregram Rock LLC, an Illinois limited liability company, and that he executed the same as a, for and on behalf of said limited liability company and as the free act and deed of said limited liability company.
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.
[SEAL]
Notary Public
My Commission Expires:

STATE OF ILLINOIS)
COUNTY OF) ss.
On this day of, 2019, before me, a Notary Public, in and for said County and State, personally appeared, known to me to be the person who executed the within instrument, and who stated that he is a of Sequoia #1 LLC, an Illinois limited liability company, and that he
executed the same as a, for and on behalf of said limited liability company and as the free act and deed of said limited liability company.
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written. [SEAL]
Notary Public
My Commission Expires:
STATE OF ILLINOIS) ss. COUNTY OF Lake On this 13 day of 120, 2019, before r.e. a Notary Public, in and for said County and State, personally appeared 120, known to me to be the person who executed the within instrument, and who stated that She is a 12 manager of Teregram Rock LLC, an Illinois limited in ability company, and that She executed the same as a 12 manager, for and on behalf of said limited liability company and as the free act and deed of said limited liability company.
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.
"OFSEAUAL SEAL" CYNTHIA IN TYSLAND NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires: 11/23/2020 My Commission Expires: 11/23/20

STATE OF ILLINOIS) ss. COUNTY OF
On this 10th day of May, 2019, before me, a Notary Public, in and for said County and State, personally appeared Michael Mem (ich , known to me to be the person who executed the within instrument, and who stated that he is a MADANEC of MNST, LLC, an Illinois limited liability company, and that he
County and State, personally appeared
company and as the free act and deed of said limited liability company.
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.
RAME PAITY Official Seal y Public - State of Illinois uission Expires Mar 23, 2022 Notary Public
My commission Expires: Ma-2 23, 2022
04
STATE OF ILLINOIS)
COUNTY OF COOK) ss.
On this lot day of May of May of Janet L. Wendier, and vine stated that he is a Manager of JNST, LLC, an Illinois limited liability company, and that he executed the same as a Manager of Joseph of
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.
RAYMOND BAITY L'Oinclar Seal y Public - State of Illinois nission Expires Mar 23, 2072 Notary Public
My Commission Expires: march 23,202]

STATE OF NEW YORK)	
) ss. COUNTY OF NASSAU)	
On this 10th day of	Member of Z.E.A. ich is the sole and ompany, and that he sole and Managing ity company and as
IN WITNESS WHEREOF, I have hereunto subscribed my name and seal, on the day and year last above written.	affixed my official
[SEAL] Much M. ALA Notary Public	
My Commission Expires: 8-21-2021 NICHOLAS R. AL Notary Public, State of Registration and	IOTO New York
STATE OF NEW YORK) State of	363600
	aid DO HEDERY
I, the undersigned, a Notary Public in and for said State afores CERTIFY that Allen Enayatian, personally known to me to be the same persubscribed to the foregoing instrument, appeared before me this datacknowledged that he signed, sealed and delivered the said instrument as his act, for the uses and purposes therein set forth.	rson whose name is ay in person, and s free and voluntary
Given under my hand and official seal this 10th day of may	2019.
[SEAL] Motary Public Notary Public	jv-
My Commission Expires: 8-21-2041	
NICHOLAS R. AL Notary Public, State of Registration #02AL6 Qualified in Westcheste Commission Expires Augus	New York

1914034047 Page: 15 of 18

STATE OF NEW YORK)
COUNTY OF NASSAU) ss.
LOUNTY OF NASSAU)
CERTIFY that Edmond Enayatian subscribed to the foregoing acknowledged that he signed, seact, for the uses and purposes the	
Given under my hand and	d official seal this 10th day of May, 2019.
[SEAL]	Mobil R. Kiter
Q.	Notary Public
My Commission Expires:	
STATE OF	NICHOLAS R. ALIOTO Notary Public, State of New York Registration #02AL6363600 Qualified in Westchester County Commission Expires August 21, 2021
COUNTY OF) ss.)
On this day of	, 2019, before me, a Notary Public, in and for
executed the within instrument, Advisors, LLC, an Illinois limite	ally appeared Kevin Ellis, known to me to be the person who, and who stated that he is the Director of Innovative Capital ed liability company, and that he executed the same as Director, d liability company and as the free act and deed of said limited
IN WITNESS WHEREC seal, on the day and year last abo	OF, I have hereunto subscribed my name and affixed my official ove written.
[SEAL]	
	Notary Public
My Commission Expires:	· ·

STATE OF NEW YORK)) cc
COUNTY OF NASSAU) ss.)
CERTIFY that Edmond Enayatian subscribed to the foregoing in acknowledged that he signed, sea act, for the uses and purposes there	
Given under my hand and [SEAL]	official seal this day of, 2019.
My Commission Expires:	Notary Public
STATE OF LANSAS COUNTY OF Johnson	
COUNTY OF Johnson	
executed the within instrument, Advisors, LLC, an Illinois limited	, 2019, before me, a Notary Public, in and for y appeared Kevin Ellis, known to me to be the person who and who stated that he is the Director of Innovative Capital liability company, and that he executed the same as Director, liability company and as the free act and deed of said limited
IN WITNESS WHEREOF seal, on the day and year last above REBA ROBERTSON My Appointment Expires June 7, 2022 My Commission Expires: June 1	F, I have hereunto subscribed my name and affixed my official e-written. Polyphysical Public Tables 1.

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EXHIBIT A

Legal Description

Real property in the City of Richton Park, County of Cook, State of Illinois, described as follows:

LOTS 1 TO 11, BOTH INCLUSIVE, IN BLOCK 6 IN SAUK TRAIL ESTATE, A SUBDIVISION OF PART OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD COMPANY, ACCORDING TO THE PLAT RID.

DESTRICTION

CONTRICTOR

CONTRICTOR THEREOF RECORDED APRIL 6, 1945, AS DOCUMENT NO. 13480686 IN COOK COUNTY, ILLINOIS.

1914034047 Page: 18 of 18

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INSTRUMENT PREPARED BY:

Ellen J. Pantaenius
At Husch Black weil LLP
AND WHEN RECORDED MAIL TO:

Husch Blackwell LLP 4801 Main Street - Suite 1000 Kansas City, Missouri 64112

P.I.N. 31-26-311-003-0000, 31-26-311-004-0000, 31-26-311-005-9000, 31-26-311-006-0000, 31-26-311-072-0900

3700-3740 Sauk Train Richton Park, Illinois



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EDWARD M. MOODY

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- A. Lenders made a loan in the amount of \$2,175,000.00 (the "Loan") to Sauk Trail Plaza, LLC, an Illinois limited liability company ("Sauk Trail Plaza"), which Loan is evidenced by that certain Promissory Note dated February 3, 2017 (the "Note") from Sauk Trail Plaza to Agent for the benefit of Lenders.
- B. As security for Sauk Trail Plaza's obligation to pay the Note and its other obligations under the Loan, Sauk Trail Plaza granted to Agent for the benefit of Lenders a Mortgage, Assignment of Leases and Rents, Security Agreement, and Financing Statement dated as of February 3, 2017 (the "Mortgage"), which Mortgage was recorded in the records of Cook County, Illinois, on February 6, 2017, as Document No. 1703719107, and an Assignment of

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Loan No. 2016-03-1414