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Karen A. Yarbrough
Cook County Clerk
Date: 09/30/2021 09:43 AM Pg: 1 of 6

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WHEN RECORDED, RETURN TO: "

Kutak Rock LLP
1650 Farnam Street
Omaha, Nebraska 68102
Attention: Patricia E. Riley, Esq.

THIS INSTRUMENT PREPARED BY:
Kutak Rock LLP
1650 Farnam Street
Omaha, Nebraska 68102
Patricia E. Riley, Esq.

ASSIGNMENT AND ASSUMPTION OF CONSTRUCTION MORTGAGE

This ASSIGNMENT AND ASSUMPTION OF CONSTRUCTION MORTGAGE (the "*Assumption Agreement*") is made as of September 24, 2021 and is made effective as of August 2, 2021, by ALA CARTE ENTERTAINMENT LIMITED PARTNERSHIP, a Delaware limited partnership (the "*Original Mortgagor*"), whose mailing address is 2300 Hammond Drive, Suite G, Schaumburg, IL 60173; ALA CARTE ENTERTAINMENT II LIMITED PARTNERSHIP, a Delaware limited partnership (the "*New Mortgagor*"), whose mailing address is c/o Ala Carte Entertainment Limited Partnership, 2300 Hammond Drive, Suite G, Schaumburg, IL 60173; and BARRINGTON BANK & TRUST COMPANY, N.A., a subsidiary of Wintrust Financial Corporation ("*Lender*") whose mailing address is 727 North Bank Lane, Lake Forest, Illinois 60045, Attention: Wintrust Franchise Finance.

RECITALS

A. Lender made certain loans to the Borrower (including Original Mortgagor) (the "*Loan*") pursuant to that certain Business Loan Agreement dated September 19, 2014 (as amended, restated, supplemented, extended, renewed or otherwise modified prior to the effectiveness of this Assumption Agreement, the "*Loan Agreement*").

B. The obligations pursuant to the Loan Agreement are secured by the Construction Mortgage dated as of September 19, 2014, executed by Original Mortgagor, as mortgagor, in favor of Lender, and recorded in the real estate records of Cook County, Illinois on December 8, 2014, as Instrument No. 1434222015, as modified by that certain Modification of Mortgage and Cross Collateralization and Cross Default Agreement executed by Existing Borrower, as mortgagor, in favor of Lender, and recorded in the real estate records of Cook County, Illinois

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on November 30, 2020, as Instrument No. 2033349268, (the “*Security Instrument*”). The Security Instrument encumbers the real property described on *Exhibit A* hereto (the “*Premises*”).

- C. Original Mortgagor has since conveyed the Premises to New Mortgagor (the “*Conveyance*”).
- D. Original Mortgagor, New Mortgagor and Lender desire to enter into this Assumption Agreement in connection with the Conveyance.
- E. Capitalized terms used but not otherwise defined in this Assumption Agreement shall have the meanings ascribed in the Security Instrument.

AGREEMENT:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Original Mortgagor, New Mortgagor and Lender agree as follows:

1. Accuracy of Recitals. Original Mortgagor and New Mortgagor acknowledge the accuracy of the Recitals and agrees that the Recitals are a part of this Assumption Agreement.
2. Assignment and Assumption. Original Mortgagor grants, conveys, transfers and assigns to New Mortgagor, and New Mortgagor assumes, all right, title, interest, benefits, burdens and obligations of Original Mortgagor as the “Mortgagor” in, to and under the Security Instrument. All references under the Security Instrument to the “Mortgagor” shall mean and refer to New Mortgagor.
3. Entire Agreement. The Security Instrument, as affected by this Assumption Agreement, remains in full force and effect and contains the entire understanding and agreement of the parties in respect of the Security Instrument and supersedes all prior representations, warranties, agreements and understandings. No provision of this Assumption Agreement may be changed, discharged, supplemented, terminated or waived except in a writing signed by Lender. The execution, delivery, recordation, terms and conditions of this Assumption Agreement shall not subordinate or otherwise adversely affect the lien, encumbrance and priority of the Security Instrument.
4. Binding Effect. The Security Instrument, as affected by this Assumption Agreement, shall be binding upon, and inure to the benefit of, Mortgagor and Lender and their respective successors and assigns.
5. Further Assurances. Original Mortgagor and New Mortgagor shall execute, acknowledge (as appropriate) and deliver to Lender such additional agreements, documents and instruments as are reasonably required by Lender to carry out the intent of this Assumption Agreement.
6. Counterpart Execution. This Assumption Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Signature pages may be detached from the counterparts and attached to a single copy of this Assumption Agreement to physically form one document.
7. Governing Law. This Assumption Agreement shall be governed by and construed in accordance with the same law as that governing the Security Instrument.

[SIGNATURE PAGE FOLLOWS]

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Executed and effective as of the date first set forth above.

LENDER:

BARRINGTON BANK & TRUST COMPANY, N.A., a subsidiary of Wintrust Financial Corporation

By: [Signature]
Name: Nick Howard
Its: Authorized Signatory

Acknowledgement

STATE OF Illinois)
COUNTY OF Cook) SS

Before me, a notary public in and for said county and state, appeared Nick Howard, the Authorized signatory of BARRINGTON BANK & TRUST COMPANY, N.A., a subsidiary of Wintrust Financial Corporation, who acknowledged to me that he/she did execute the foregoing Instrument and the same is his/her free act and deed, personally and on behalf of said company.

In testimony whereof, I have hereunto subscribed my name, and affixed my official seal on this 21st day of September, 2021.

[Signature]
NOTARY PUBLIC

[EXECUTION PAGE OF THE ASSUMPTION AGREEMENT - 2475 WEST HIGGIN ROAD, HOFFMAN ESTATES, IL]



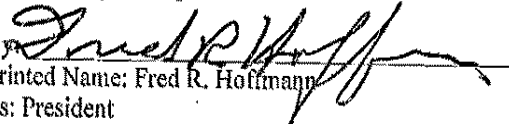
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Executed and effective as of the date first set forth above.

ORIGINAL MORTGAGOR:

ALA CARTE ENTERTAINMENT LIMITED PARTNERSHIP, a Delaware limited partnership

By: **HOFFMAN ENTERPRISES, INC.**, an Illinois corporation, its general partner

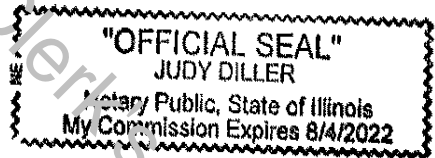
By: 
Printed Name: Fred R. Hoffmann
Its: President

STATE OF ILLINOIS)
COUNTY OF COOK) SS

Before me, a notary public in and for said county and state, appeared Fred R. Hoffmann, the President of HOFFMAN ENTERPRISES, INC. an Illinois corporation, the general partner of ALA CARTE ENTERTAINMENT LIMITED PARTNERSHIP, a Delaware limited partnership, who acknowledged to me that he/she did execute the foregoing Instrument and the same is his/her free act and deed, personally and on behalf of said company.

In testimony whereof, I have hereunto subscribed my name, and affixed my official seal on this 21 day of SEPTEMBER, 2021.


NOTARY PUBLIC



[EXECUTION PAGE OF THE ASSUMPTION AGREEMENT - 2475 WEST HIGGINS ROAD, HOFFMAN ESTATES, IL]

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Executed and effective as of the date first set forth above.

NEW MORTGAGOR:

ALA CARTE ENTERTAINMENT II LIMITED PARTNERSHIP, a Delaware limited partnership

By: **HOFFMAN ENTERPRISES, INC.** an Illinois corporation, its general partner

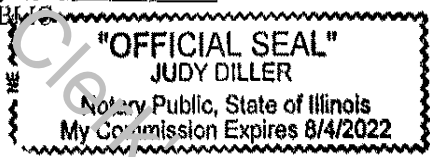
By: *[Signature]*
Printed Name: Fred R. Hoffmann
Its: President

STATE OF ILLINOIS)
COUNTY OF COOK) SS

Before me, a notary public in and for said county and state, appeared Fred R. Hoffmann, the President of HOFFMAN ENTERPRISES, INC. an Illinois corporation, the general partner of ALA CARTE ENTERTAINMENT II LIMITED PARTNERSHIP, a Delaware limited partnership, who acknowledged to me that he/she did execute the foregoing Instrument and the same is his/her free act and deed, personally and on behalf of said company.

In testimony whereof, I have hereunto subscribed my name, and affixed my official seal on this 21 day of SEPTEMBER 2021.

[Signature]
NOTARY PUBLIC



[EXECUTION PAGE OF THE ASSUMPTION AGREEMENT – 2475 WEST HIGGINS ROAD, HOFFMAN ESTATES, IL]

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EXHIBIT A LEGAL DESCRIPTION

PARCEL 1:

LOT 5 IN RESTAURANT MALL, BEING A SUBDIVISION OF PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 04016244, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER OUTLOT "D" AND SIGNAGE IN OUTLOTS "B" AND "C" IN RESTAURANT MALL, BEING A SUBDIVISION OF PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM SAID OUTLOTS "C" AND "D" THAT PORTION TAKEN BY CONDEMNATION IN CASE NO. 02L051383, CONSOLIDATED, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF OUTLOT "C" AFORESAID; THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES 47 MINUTES 22 SECONDS EAST ALONG THE NORTH LINE OF SAID OUTLOT "C", A DISTANCE OF 3.353 METERS (11.00 FEET); THENCE SOUTH 00 DEGREES 12 MINUTES 38 SECONDS EAST, 25.762 METERS (84.52 FEET) TO THE SOUTHEASTERLY LINE OF OUTLOT "D"; THENCE SOUTH 44 DEGREES 47 MINUTES 11 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE OF OUTLOT "D", A DISTANCE OF 4.742 METERS (15.56 FEET) TO THE WEST LINE OF OUTLOT "D"; THENCE NORTH 00 DEGREES 12 MINUTES 38 SECONDS WEST ALONG SAID WEST LINE OF OUTLOT "D" AND ALONG WEST LINE OF OUTLOT "C" AFORESAID, 29.115 METERS (95.52 FEET) TO THE POINT OF BEGINNING), AS CREATED BY THE RESTAURANT MALL SUBDIVISION RECORDED DECEMBER 5, 1994 AS DOCUMENT 04016244 AND DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED AS DOCUMENT 04071137.

PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR DRAINAGE OVER AND UPON OUTLOT A IN RESTAURANT MALL SUBDIVISION, AFORESAID, BEING THE "COMMON PARCEL" AS CREATED BY THE DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED AS DOCUMENT 04071138.