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ASSUMPTION AGREEMENT

by and among

T. J. FLANAGAN, INC.,
an Illinois corporation

and

HARRIS TRUST AND SAVINGS BANK,
an Illinois banking corporation, as Trustee under
a Trust Agreement dated September 20, 1988, and
known as Trust No. 94266

and

JORDON H. KAISER and WALTER KAISER

and

THE EXCHANGE NATIONAL BANK OF CHICAGO,
a national banking association

Dated as of September 27, 1988

AI-50-062-01

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Permanent Tax Index Numbers:

04-28-300-027
04-28-300-028

Address of Premises:
3701-3703 West Lake Avenue
Glenview, Illinois 60025

This Instrument Prepared by and
to be Returned After Recording to:

Alvin L. Kruse
Elizabeth P. Strand
Seyfarth, Shaw, Fairweather
& Geraldson
Suite 4200
55 East Monroe Street
Chicago, Illinois 60603

BOX 333 - TH

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Property of Cook County Clerk's Office

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ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT is made and entered into as of this 27th day of September, 1988, by and among T. J. FLANAGAN, INC., an Illinois corporation (the "Mortgagor"), HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation, as Trustee under a Trust Agreement dated September 20, 1988, and known as Trust No. 105462-08 (the "Trust"), JORDON H. KAISER and WALTER KAISER (the "Kaisers") and THE EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association (the "Bank").

WHEREAS, the Mortgagor is the owner of the property commonly known as 3701-3703 West Lake Avenue, Glenview, Illinois (the "Premises"), which is legally described in Exhibit A attached hereto; and

WHEREAS, the Mortgagor desires to convey title to the Premises, and the Trust, the ultimate grantee of the Premises, has agreed to take title to the Premises subject to the Mortgage and Security Agreement referred to in Section 1 hereof and related loan documents securing a Mortgage Note dated September 1, 1988 (the "Note"), from the Mortgagor to the Bank, in the principal sum of \$4,350,000; and

WHEREAS, the Kaisers are the sole beneficiaries and holders of the power of direction under the trust agreement by which the Trust was created; and

WHEREAS, the Bank has agreed that it will consent to the conveyance of title to the Premises, provided that, among other things, the parties hereto execute this Agreement;

NOW, THEREFORE, for and in consideration of the mutual agreements expressed herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Assumption. The Trust and the Kaisers hereby jointly and severally assume and agree to pay and perform all of the payment and performance obligations of the Mortgagor arising under the following documents (collectively, the "Documents"):

- (a) The Note;
- (b) Mortgage and Security Agreement dated as of September 1, 1988 (the "Mortgage"), from the Mortgagor to the Bank on the Premises;
- (c) Assignment of Rents and Leases dated as of September 1, 1988, from the Mortgagor to the Bank on the Premises; and
- (d) Security Agreement dated as of September 1, 1988, from the Mortgagor to the Bank.

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

THE MORTGAGE BANK OF CHICAGO, A NATIONAL BANK
(INCORPORATED IN ILLINOIS), HAS ASSIGNED TO THE
MORTGAGE BANK OF CHICAGO, A NATIONAL BANK
(INCORPORATED IN ILLINOIS), ALL OF ITS ASSETS
AND LIABILITIES, INCLUDING THE MORTGAGE BANK
OF CHICAGO, A NATIONAL BANK, AND KNOWS AS
THE "MORTGAGE BANK OF CHICAGO, A NATIONAL BANK"
(THE "MORTGAGE BANK").

THE MORTGAGE BANK OF CHICAGO, A NATIONAL BANK
(INCORPORATED IN ILLINOIS), HAS ASSIGNED TO THE
MORTGAGE BANK OF CHICAGO, A NATIONAL BANK
(INCORPORATED IN ILLINOIS), ALL OF ITS ASSETS
AND LIABILITIES, INCLUDING THE MORTGAGE BANK
OF CHICAGO, A NATIONAL BANK, AND KNOWS AS
THE "MORTGAGE BANK OF CHICAGO, A NATIONAL BANK"
(THE "MORTGAGE BANK").

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(THE "MORTGAGE BANK").

THE MORTGAGE BANK OF CHICAGO, A NATIONAL BANK
(INCORPORATED IN ILLINOIS), HAS ASSIGNED TO THE
MORTGAGE BANK OF CHICAGO, A NATIONAL BANK
(INCORPORATED IN ILLINOIS), ALL OF ITS ASSETS
AND LIABILITIES, INCLUDING THE MORTGAGE BANK
OF CHICAGO, A NATIONAL BANK, AND KNOWS AS
THE "MORTGAGE BANK OF CHICAGO, A NATIONAL BANK"
(THE "MORTGAGE BANK").

(a) The Note

(b) Mortgage and Security Agreement dated
September 1, 1988 (the "Mortgage"), between the
Bank and the Borrower.

(c) Assignment of Lease and Security Agreement
dated September 1, 1988, from the Borrower to the
Bank.

(d) Security Agreement dated August 1, 1988,
from the Borrower to the Bank.

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Section 2. Additional Security. To further secure the obligations to the Bank under the Documents, the Kaisers have, contemporaneously with the execution and delivery of this Agreement, executed and delivered to the Bank a Collateral Assignment of Beneficial Interest dated as of September 1, 1988 (the "Beneficial Interest Assignment") in favor of the Bank covering the Trust. The occurrence of a default by the Kaisers under the Beneficial Interest Assignment shall be deemed to be an event of default under the Note, the Mortgage and the other Loan Documents (as defined in the Mortgage).

Section 3. Guaranty. To further secure the obligations to the Bank under the Documents, the Kaisers have, contemporaneously with the execution and delivery of this Agreement, executed and delivered to the Bank a Guaranty of Payment and Performance dated as of September 27, 1988 (the "Guaranty"), with respect to the Loan Documents (as defined in the Mortgage) and with respect to this Agreement. The occurrence of a default by the Kaisers under the Guaranty shall be deemed to be an event of default under the Note, the Mortgage and the other Loan Documents (as defined in the Mortgage).

Section 4. Consent to Conveyance. The Bank hereby consents to the conveyance of title to the Premises by the Mortgagor.

Section 5. Intention of Parties. It is the intention of the parties by this Agreement to make the Trust and the Kaisers additional obligors under the Documents without disturbing the obligations of the Mortgagor under the Documents.

Section 6. Entire Agreement. This Agreement sets forth all of the covenants, provisions, agreements, conditions and understandings of the parties relating to the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.

Section 7. Successors. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

Section 8. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9. Amendments, Changes and Modifications. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

Section 10. Construction.

(a) The words "hereof", "herein", and "hereunder", and other words of a similar import refer to this Agreement as a whole not to the individual Sections in which such terms are used.

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Section 1. This instrument is intended to be a deed of gift and shall be construed as such. The donor hereby conveys and transfers unto the donee all that certain parcel of land situated in Cook County, Illinois, and described as follows: [Description of land]

Section 2. The donee shall hold the premises unto himself and his heirs forever. The donor hereby releases and discharges the donee from all covenants, conditions and warranties which might be deemed to be in effect in favor of the donor and the other landowners in the premises.

Section 3. This deed is given in full satisfaction of all claims of the donor against the donee and shall constitute the conveyance of this property.

Section 4. The donor hereby warrants to the donee that he is the lawful owner of the premises and that he has the right to make the conveyance hereunder.

Section 5. All the covenants, conditions and warranties contained in this deed shall be deemed to be waived by the donee and there shall be no covenant, condition or warranty, either oral or written, which may be made by the donor in connection with this deed.

Section 6. This deed shall be binding upon the donor and his heirs and assigns forever and shall constitute the entire agreement between the parties.

Section 7. The donor hereby certifies that he is of legal age and sound mind and that he is executing this deed voluntarily and without any undue influence or coercion.

Section 8. This deed shall be binding upon the donor and his heirs and assigns forever and shall constitute the entire agreement between the parties.

Section 9. The words "and his heirs" in this deed shall be deemed to include the donee and his heirs and assigns forever and shall constitute the entire agreement between the parties.

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Construction provision restricting
any liability of Harris Trust and
Savings Bank attached hereto,
hereby expressly made a part hereof.

(b) References to Sections and other subdivisions of this Agreement are to the designated Sections and other subdivisions of this Agreement as originally executed.

(c) The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

Section 11. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12. Governing Law. This Agreement is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction and enforcement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

P. J. FLANAGAN, INC.

(SEAL)

By

Title: V.P.

Attest:

Title:

HARRIS TRUST AND SAVINGS BANK, solely as
Trustee of Trust No. 94266 dated
September 20, 1988, and not personally

(SEAL)

By

Title: Vice President

Attest:

Title: ASSISTANT SECRETARY

Jordan H. Kaiser

Walter Kaiser

THE EXCHANGE NATIONAL BANK OF CHICAGO

By

Title: P.D.

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Property of

EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto, appearing herein to the contrary notwithstanding, that each and all of the warranties, representations, covenants, indemnities, undertakings and agreements herein made on the part of the Harris Trust and Savings Bank while in form purporting to be the warranties, representations, covenants, indemnities, undertakings and agreements of said Harris Trust and Savings Bank are nevertheless each and every one of them made and intended not as personal warranties, representations, covenants, indemnities, undertakings and agreements by the Harris Trust and Savings Bank or for the purpose or with the intention of binding said Harris Trust and Savings Bank personally but are made and intended solely for the purpose of binding that portion of the trust property specifically described herein; and this instrument is executed and delivered by said Harris Trust and Savings Bank not in its own right, but solely in the exercise of the powers conferred on it by virtue of the land trust agreement; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against the Harris Trust and Savings Bank on account of this instrument or on account of any warranties, representations, indemnities, covenants, undertakings or agreements in this instrument contained, either expressed or implied, as such personal liability, if any, being expressly waived and released by the other parties to this instrument and by all persons claiming by, through, or under said parties. The parties to this instrument hereby acknowledge that under the terms of the land trust agreement the Harris Trust and Savings Bank has no obligations or duties in regard to the operation, management and control of the trust premises, nor does it have any possessory interest therein; and that said bank has no right to any of the rents, avails and proceeds from said trust premises. Notwithstanding anything to the contrary contained in this instrument the Harris Trust and Savings Bank is not the agent for the Beneficiary of its trust; and in the event of any conflict between the provisions of this exculpatory paragraph and the body of this instrument, the provisions of this paragraph shall control.

X-7315 (N-8-82)

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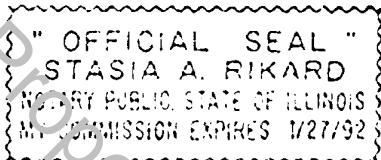
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

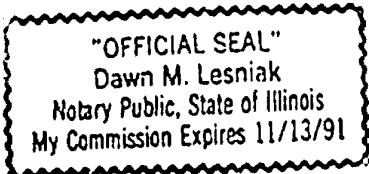
The foregoing instrument was acknowledged before me this 37th day of September, 1988, by Vance A. Johnson and Eugene L. Shepp, Vice President and Asst. Secretary, respectively, of T. J. Flanagan, Inc., an Illinois corporation, on behalf of the corporation.



Stasia A. Rikard
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

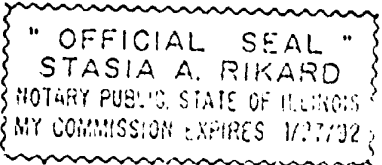
The foregoing instrument was acknowledged before me this 26th day of September, 1988, by JAMES J. PERNER and BRANDY H. PIEKUT, respectively, of Harris Trust and Savings Bank, a national banking association, Trustee under a Trust Agreement dated September 20, 1988, and known as Trust No. 94266, on behalf of said Trustee.



Dawn M. Lesniak
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 27th day of September, 1988, by Jordon H. Kaiser and Walter Kaiser.



Stasia A. Rikard
Notary Public

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STATE OF ILLINOIS

ss

COUNTY OF COOK

The following instrument was acknowledged
by XXXXXXXXXXXXXXXXXXXX, by XXXXXXXXXXXXXXXXXXXX,
on this XX day of XXXXXXXXXXXXXXXXXXXX, 1988, by XXXXXXXXXXXXXXXXXXXX,
representative of XXXXXXXXXXXXXXXXXXXX, an Illinois
entity of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and
the seal of said County of Cook, Illinois, this
XX day of XXXX, 1988.

STATE OF ILLINOIS

ss

COUNTY OF COOK

The following instrument was acknowledged
by XXXXXXXXXXXXXXXXXXXX, by XXXXXXXXXXXXXXXXXXXX,
on this XX day of XXXXXXXXXXXXXXXXXXXX, 1988, by XXXXXXXXXXXXXXXXXXXX,
representative of XXXXXXXXXXXXXXXXXXXX, an Illinois
entity of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and
the seal of said County of Cook, Illinois, this
XX day of XXXX, 1988.

STATE OF ILLINOIS

ss

COUNTY OF COOK

The following instrument was acknowledged
by XXXXXXXXXXXXXXXXXXXX, by XXXXXXXXXXXXXXXXXXXX,
on this XX day of XXXXXXXXXXXXXXXXXXXX, 1988, by XXXXXXXXXXXXXXXXXXXX,
representative of XXXXXXXXXXXXXXXXXXXX, an Illinois
entity of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and
the seal of said County of Cook, Illinois, this
XX day of XXXX, 1988.

Property of Cook County Clerk's Office

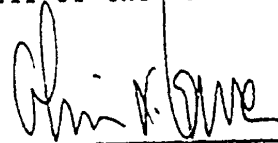
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this
27th day of September, 1988, by Jerry J. Metz
Vice President of The Exchange National Bank of Chicago, a
national banking association, on behalf of the association.



Notary Public

Property of Cook County Clerk's Office

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STATE OF ILLINOIS
COUNTY OF COOK

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 22nd day of [Month] 19[Year].

[Signature]
Clerk of Cook County

Property of Cook County Clerk's Office

2025.04.25

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EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

Lots 1 and 2 in Morelli's Resubdivision of Lots 1, 2 and 3 of Part of the West 1/2 of the South West 1/4 of Section 28, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

... and 2 in ... Resolution of ...
... of the ... of ...
... of the ...
... Illinois

Property of Cook County Clerk's Office

11/11/11