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ASSUMPTION AGREEMENT

good and valuable consideration, the receipt sufficiency of which are hereby acknowledged, BRIDGEVIEW BANK AND TRUST COMPANY, not personally, but solely as Trustee under Trust Agreement dated January 22, 1993 and known as Trust No. 1-2171 (hereinafter referred to as the "Bridgeview Trust"), the owner of fee simple title to the real estate and improvements located at 5427 West 127th Street, Crestwood, Illinois, and legally described on Exhibit "A" attached hereto and by this reference incorporated (said real estate and improvements are hereinafter collectively referred to as the "Property") having acquired the Property from Heritage Trust Company, not personally but solely as Trustee under Trust Agreement dated March 10, 1989 and known as Trust No. 89-3619 (hereinafter referred to as the "Heritage Trust"), does hereby assume all of the obligations, duties, liabilities, conditions, rights, agreements and covenants of the Heritage Trust contained in and under the documents described in Exhibit "B" attached hereto and all other documents () ereinafter referred to collectively as the "Loan Documents") evidencing and securing a loan in the original principal amount of ONE MILLYON TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 (\$1,275,000.00) DOLLARS (hereinafter referred to as the "Loan") from John Alden Life Insurance Company (hereinafter referred to as "Lender") to American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust Agreement dated April 14, 1987 and

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known as Trust No. 102231-05 (hereinafter referred to as the "ANB Trust"), the Heritage Trust having assumed the obligations of the ANB Trust under the Loan Documents by Assumption Agreement dated June 14, 1989 and recorded as Document No. 89287361, and agree to be bound and faithfully discharge, perform and observe in full, all of the obligations, duties, liabilities, conditions, agreements and covenants contained in the Loan Documents and to be performed, observed and discharged by the Heritage Trust as if the Heritage Trust had executed same. Notwithstanding Lender's acceptance of the transfer of title to the Property to the Bridgeview Trust and this Assumption: (i) no further Transfers (as defined in the Mortgage) shall be permitted without Lender's consent except as provided in Paragraph 41.5(2) of the Mortgage, and (ii) no party, including but not limited to, the beneficiaries of the Heritage Trust and the Bridgeview Trust and the Guarantors of the Loan, shall be released from any liability under any of the Loan Documents or any Guaranty thereof.

This Agreement is executed by BRIDGEVIEW BANK AND TRUST COMPANY, not personally but solely as Trustee under Trust Agreement dated January 22, 1993 and known as Trust No. 1-21/1 in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by BRIDGEVIEW BANK AND TRUST COMPANY are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no

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personal liability shall be asserted or be enforceable against BRIDGEVIEW BANK AND TRUST COMPANY by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this Agreement.

IN WITNESS WHEREOF, this Assumption Agreement has been duly executed this $\underline{\mbox{(44)}}$ day of April, 1993.

BRIDGEVIEW BANK AND TRUST COMPANY, not personally or individually, but as Trustee under Trust Agreement dated January 22, 1993 and known as Trust No. 1-2171

ATTEST:

The Joke Schreiner

y: (Mutos:

Vice President

CONSENT OF GUARANTORS

The undersigned, having guaranteed the Loan pursuant to a Limited Guaranty dated as of June 14, 1989, hereby consent to the transfer of title to the Property to any assumption of the Loan by the Bridgeview Trust and acknowledge and agree that their obligations under such Limited Guaranty (i) shall not in any way be affected by such transfer and assumption, and (ii) remain in full force and effect to the extent provided in such limited Guaranty.

April 1/6, 1993

Staven C. Fau M.D.

Edward W. Fox

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STATE OF ILLINOIS)
COUNTY OF C O O K)
COUNTY OF COOK
I, the undersigned , a Notary Public
in and for the said County, in the State aforesaid, DO HEREBY
CERTIFY that Mitsy Achterhof , as Vice President
and <u>Joyce Schreiner</u> , as <u>Trust Officer</u> of BRIDGEVIEW BANK AND TRUST COMPANY, a national banking association, as Trustee
under Trust Agreement dated January 22, 1993 and known as Trust
No. 1-2171, who are personally known to me to be the same persons
whose rames are subscribed to the foregoing instrument as such
Vice President and Trust Officer Of said Bank, as Trustee.
Vice President and Trust Officer of said Bank, as Trustee, respectivity, appeared before me this day in person and
acknowledges that they signed and delivered the said instrument as
their own free and voluntary act and as the free and voluntary act
of said Bank, as Trustee, for the uses and purposes therein set
forth.
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GIVEN under my hand and notarial seal this 18th day of
May , 1993.
1 Ar Markeira
Of France (March
Notary Public
"OFFICIAL SEAL"
STATE OF ILLINOIS) "OFFICIAL SEAL"
STATE OF ILLINOIS) SS STATE OF ILLINOIS) SS STATE OF ILLINOIS) NOTARY PUBLIC, STATE # ILLINOIS NOTARY PUBLIC, STATE # ALINOIS NOTARY PUBLIC, STATE # ALINOIS NOTARY PUBLIC STATE # ALINOIS NOTARY PUBLIC STATE # ALINOIS
TIDIA MONTH HISTORY
I Josef C Message Public
I Josef C Message Public
in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RANDELL G. HOLMES appeared before me this day in person and
I, Josef C. Messian . a Notary Public in and for said County, in the State afortsaid, DO HEREBY CERTIFY that RANDELL G. HOLMES appeared before me this day in person and acknowledged that he signed and sealed the said instrument as his
in and for said County, in the State afortsaid, DO HEREBY CERTIFY
I, Josef C. Messian . a Notary Public in and for said County, in the State afortsaid, DO HEREBY CERTIFY that RANDELL G. HOLMES appeared before me this day in person and acknowledged that he signed and sealed the said instrument as his
in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RANDELL G. HOLMES appeared before me this day in person and acknowledged that he signed and sealed the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.
in and for said County, in the State afortsaid, DO HEREBY CERTIFY that RANDELL G. HOLMES appeared before me this day in person and acknowledged that he signed and sealed the said instrument as his own free and voluntary act, for the uses and purposes therein set forth. GIVEN under my hand and notarial seal this day of
in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RANDELL G. HOLMES appeared before me this day in person and acknowledged that he signed and sealed the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.
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in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RANDELL G. HOLMES appeared before me this day in person and acknowledged that he signed and sealed the said instrument as his own free and voluntary act, for the uses and purposes therein set forth. GIVEN under my hand and notarial seal this day of hotary Public Notary Public
in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RANDELL G. HOLMES appeared before me this day in person and acknowledged that he signed and sealed the said instrument as his own free and voluntary act, for the uses and purposes therein set forth. GIVEN under my hand and notarial seal this day of notary, Public
in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RANDELL G. HOLMES appeared before me this day in person and acknowledged that he signed and sealed the said instrument as his own free and voluntary act, for the uses and purposes therein set forth. GIVEN under my hand and notarial seal this day of hotary Public Notary Public

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STATE OF ILLINOIS)) SS
COUNTY OF C O O K)
in and for said gounty, in the State aforesaid, DO HEREBY CERTIFY
in and for said \mathscr{A} unity, in the State aforesaid, DO HEREBY CERTIFY
that STEVEN C. FOX, M.D. appeared before me this day in person and
acknowledged that he signed and sealed the said instrument as his
own free and voluntary act, for the uses and purposes therein set
forth.
GIVEN under my hand and notarial seal this 24ke day of
Arril , 1993.
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"OFFICIAL SEAL"
JOSEPH C. MESSINA Notary Public
Notary Public, Str. of Illinois
My Commission Explice 2/8/94
STATE OF ILLINOIS
COUNTY OF C O O K)
COUNTY OF C O O R)
I. Jan d C Marina , a Notary Public
in and for said County, in the State aforesaid, DO HEREBY CERTIFY
that EDWARD W. FOX appeared refore me this day in person and
acknowledged that he signed and scaled the said instrument as his
own free and voluntary act, for the uses and purposes therein set
forth.
GIVEN under my hand and notarial seal this day of
April , 1993.
In the same
Notary Public Notary
"OFFICIAL SEAL"
{ JOSEPH C. MESSINA }
Notary Public, State of Illinois }
see Commission Explans 2/5/64

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EXHIBIT "A"

LEGAL DESCRIPTION FOR PLAYFIELD SHOPPING CENTER 5427 WEST 127TH STREET CRESTWOOD, ILLINOIS

LOT "A" IN PLAYFIELD, A SUBDIVISION OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 AND PART OF THE NORTH WEST 1/4 OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 33 EAST OF THE THIRD PRINCIPAL MERIDIAN, JOUNTY,

COOK COUNTY,

COOK COUNTY CRAK'S OFFICE IN COOK COUNTY, ILLINOIS.

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Arrand Comments

EXHIBIT "B"

LOAN DOCUMENTS

- 1. Promissory Note dated as of September 1, 1987, executed by the ANB Trust and payable to Lender, in the original principal amount of ONE MILLION TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 (\$1,275,000.00) DOLLARS.
- Mortgage and Security Agreement dated as of September 1, 1987 executed by the ANB Trust, and recorded on October 5, 1987, with the Recorder of Deeds of Cook County, Illinois, as Document No. 87539627.
- 3. Assignment of Rents and Lessor's Interest in Leases dated September 1, 1987, recorded as Document No. 87539628 executed by the AND Trust and its Beneficiary.
- 4. UCC-1 and UCC-2 Financing Statements executed by the ANB Trust and its Beneficiary.
- 5. Waiver of Defenses and Estoppel Certificate dated September 1, 1987 executed by the ANB Trust and its Beneficiary.
- 6. Security Agreement date: September 1, 1987 executed by the Beneficiary of the ANB Trust.
- 7. Usury Certificate dated September 1, 1987 executed by the Beneficiary of the ANB Trust.
- 8. Beneficiary's Certificates dated Colober 2, 1987 and June 14, 1989 executed by the Beneficiary of the ANB Trust and the Beneficiary of the Heritage Trust, respectively.
- 9. Certificate of Hazardous Waste dated September 30, 1987 executed by the Beneficiary of the ANB Trust.
- 10. Collateral Assignments of Beneficial Interest in the ANB Trust and the Heritage Trust.

The obligations of the ANB Trust under the aforesaid documents having been assumed by the Heritage Trust by Assumption Agreement dated June 14, 1989.



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