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Recording Requested By and
When Recorded Mail To:
GREAT NORTHERN INSURED
ANNUITY CORPORATION
P.O. Box 490
Seattle, WA 98111-0490
Attention: Debbie Onishi
GNA Loan No. 84

COOK COUNTY RECORDERS
TRUST DEPARTMENT

24 APR -5 PM 2:24

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LOAN ASSUMPTION AND MODIFICATION AGREEMENT

* LaSALLE NATIONAL TRUST is a Successor Trustee to

THIS AGREEMENT is dated as of the 1st day of April, 1994, and is made by GREAT NORTHERN INSURED ANNUITY CORPORATION, a Washington corporation ("Lender"); LA SALLE NATIONAL BANK, a National Banking Association, not personally, but as Trustee under the provisions of a Trust Agreement dated December 1, 1972 and known as Trust Number 45086 ("Borrower"); CHICAGO TITLE AND TRUST COMPANY, not personally, but as Trustee under the provisions of a Trust Agreement dated March 14, 1994, and known as Trust Number 1003298 ("Purchaser"); and SAM AKMAKJIAN ("Beneficiary").

RECITALS

A. Loan Documents. GNA Life Insurance Company, an Oklahoma corporation, has made a loan ("Loan") to Borrower in the principal sum of One Million and No/100 Dollars (\$1,000,000.00), which has been assigned to the Lender, evidenced by the following (together with this Agreement the "Loan Documents"):

1. Adjustable Rate Mortgage Note dated May 5, 1986, ("Note") in the Loan amount duly endorsed to the Lender.

2. Mortgage (the "Mortgage") dated May 5, 1986, recorded May 7, 1986 in the County Recorder's Office for Cook County, Illinois, as Document No. 86179537, and encumbering the property ("Property") legally described on the attached Exhibit A, which Mortgage has been assigned to Lender by an Assignment of Mortgage/Deed of Trust and Loan Documents recorded in the aforesaid County Recorder's Office of Cook County, Illinois, on February 25, 1992, as document No. 92117164.

3. Security Agreement dated May 5, 1986.

4. UCC Financing Statement filed with the Illinois Secretary of State under No. 2138541 and recorded in Cook County under No. 86 U 12458, assigned to the Lender by Assignment under No. 2954585 and 92 U 03354 in said offices, respectively.

B. Assignment to Lender. Lender is the owner and holder of the Loan Documents.

C. Permitted Transfer. Paragraph 4.1 of the Mortgage prohibits the transfer of the Property without the prior written consent of Lender. However, under paragraph 14, of the Mortgage, Lender agreed to consent, on a one-time only basis, to a transfer of the Property and to permit an assumption of the Loan.

D. Request for Consent to Transfer. Borrower has asked Lender to consent to the transfer of the Property to Purchaser and Purchaser's assumption of the Loan. Lender is willing to do so upon the terms below.

E. Extension. Borrower has also asked the Lender to consent to an extension of the terms of the Loan. Lender is willing to do so upon the terms below.

F. Beneficiary. Beneficiary is the sole beneficiary of the Purchaser.

BOX 333-CTI

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THEREFORE, the parties agree as follows:

1. Purchaser's Acknowledgement of Loan Documents. Purchaser acknowledges that he is fully familiar with the terms of the Loan Documents and that they express the entire understanding of the parties regarding the Loan.
2. Purchaser's Assumption of Loan Obligations. Purchaser acquires title subject to the Loan Documents and assumes and agrees to perform all of Borrower's obligations under the Loan Documents in the same manner as if Purchaser has been the original maker of the Note
3. Consent to Conveyance.
 - (a) Lender consents to Borrower's transfer of the Property to Purchaser and agrees that the transfer will not constitute a default under the Mortgage.
 - (b) Borrower and Purchaser agree that Lender's consent to transfer of the Property constitutes full performance of its obligations under paragraph 14 of the Mortgage with respect to the "consent to one sale of the Mortgaged Premises" and does not constitute a waiver of the provisions of paragraph 14 of the Mortgage and that, upon closing of the transfer of the Property to Purchaser, all further sales, conveyances, encumbrances and transfers of the Property will be subject to paragraph 14 of the Mortgage without reference to the section providing for such "one sale of the "Mortgaged Premises "
4. Assumption Fee, Lender's Expenses. Purchaser agrees to pay a Ten Thousand and no/100 Dollars (\$10,000.00) assumption fee to Lender in consideration of Lender's consent to transfer of the Property to Purchaser, and further agrees to pay all of Lender's legal and administrative expenses in connection with this transfer and Agreement.
5. Extension. The Note matures on the Tenth (10th) Anniversary Date, as defined in the Note, which is June 1, 1996. Conditioned upon satisfaction of all of the "Extension Requirements" of this Agreement as set forth in paragraph 6 next, the maturity date of the Note is extended to the Fifteenth (15th) Anniversary Date of June 1, 2001 (the "Maturity Date") as follows:
 - (a) The terms of provision 1 of the Note regarding interest rate adjustments shall continue to apply through the new Maturity Date so that the interest rate shall adjust on each Anniversary Date prior to the Maturity Date pursuant to said provision of the Note.
 - (b) The monthly required installment payments due under the Note shall additionally adjust pursuant to the terms of provision 2.(c) of the Note to the Monthly Payment due on May 1, 2001, and provision 2.(d) of the Note is revised to change the Tenth (10th) Anniversary Date to the Fifteenth (15th) Anniversary Date.
 - (c) To accommodate the extension of the Maturity Date of the Note, provision 3 of the Note with respect to required prepayment fees, is revised to extend the schedule to provided that the applicable prepayment fee shall continue at two percent (2%) of principal prepaid for loan years 11 through 15, without any change to the remaining terms of that provision of the Note.
 - (d) Any references in the Loan Documents to the Maturity Date are amended to refer to June 1, 2001.

If the "Extension Requirements" are not satisfied by December 1, 1994, the provisions of this paragraph 5 shall be of no force and effect and the Note shall mature on the original maturity date of June 1, 1996 as if this paragraph 5 had not been included in this Agreement.

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6. Extension Requirements. The following requirements ("Extension Requirements") must be met to the Lender's satisfaction not later than December 1, 1994:

- (a) No Default (as defined and set forth in the Mortgage) shall then be existing.
- (b) Republic Realty Mortgage Corporation, Chicago, Illinois ("Republic") providing a new appraisal to Lender's satisfaction appraising the Property at a value of at least \$1,245,000.00.
- (c) Republic certifying to Lender that Purchaser has completed rehabilitation of the Property in accordance with its list of rehabilitation items to be completed as furnished to Lender and Purchaser under its correspondence dated March 31, 1994 ("Rehabilitation Work"), including:
 - i) Installing new parking area surface
 - ii) Installing new Mansard across front of building
 - iii) Installing new tenant signage
 - iv) Installing new pylon sign.
- (d) All Rehabilitation Work to be completed free and clear of any liens that may be asserted for the furnishing of labor and materials (commonly known as Mechanic Liens).
- (e) Evidence provided that all invoices for Rehabilitation Work and labors and materialmen performing such work have been paid in full.
- (f) Evidence that all building code and zoning requirements of any governing authority have been satisfied and all required inspections have been satisfactorily completed.
- (g) If required by Lender, an endorsement to its Mortgagee's Policy of Title Insurance downgrading coverage and insuring over any exceptions for Mechanic Liens arising out of the Rehabilitation Work.

The aforesaid requirements shall be conclusively presumed satisfied upon the delivery by the Lender to Beneficiary of its letter certifying satisfaction of the above Extension Requirements.

7. Notice to Purchaser. Purchaser requests that all notices under the Loan Documents be given to the address indicated by its signature to this Agreement.

8. Purchaser's Tax Identification. Purchaser certifies to Lender that its federal tax identification number or social security number is as set forth below its signature to this Agreement.

9. Attorneys' Fees. If any suit or action is brought to enforce or interpret the terms of this Agreement, the losing party shall pay the prevailing party's direct, out of pocket costs and expenses, including reasonable attorneys' fees, incurred in such suit or action. Such fees shall include, without limitation, reasonable attorneys' fees incurred at or in preparation for any trial, appeal or review or in any bankruptcy proceeding.

10. Conditions. This Agreement is effective only when all of the following conditions are satisfied:

- (a) A deed conveying to Purchaser fee title to the Property has been recorded in the land records of Cook County, Illinois.
- (b) This Agreement has been duly executed by all parties in the manner indicated and has been recorded in the land records of Cook County, Illinois.

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(c) A UCC Amendment Statement naming Purchaser as debtor and in a form reasonably acceptable to Lender has been executed by the parties and filed with the Illinois Secretary of State and the County Recorder's Office of Cook County, Illinois, and UCC-1 Financing Statements naming Purchaser as Debtor have likewise been filed in said offices.

(d) Chicago Title Insurance Company shall have issued its endorsement to its Mortgagee's Policy of Title Insurance, Policy No. 70-38-969 conforming to Lender's requirements.

(e) Purchaser has paid all of Lender's expenses and fees arising out of this transfer and Agreement, including title, title endorsement, recording, attorney's fees, and other out-of-pocket costs.

11. Beneficiary's Joinder. The Beneficiary joins in the execution of this Agreement for the purpose of acknowledging and consenting to the terms and conditions of this Agreement and agrees that its beneficial interest in the Purchaser shall be subject to and bound by the terms and conditions of this Agreement and the Loan Documents.

12. Miscellaneous.

(a) The principal balance due of the Loan as of April 1, 1994, is NINE HUNDRED THIRTY THOUSAND NINE HUNDRED AND 82/100 DOLLARS (\$930,900 82) in principal bearing interest at Seven and Three-Quarters Percent (7.750%) per annum and with interest paid up to but not including March 1, 1994. Borrower represents and warrants to Lender that it has no defenses or claims of offset to payment of the Loan or enforcement of the Loan Documents or any other defenses or offsets with respect to Lender's lending of funds to Borrower. As further consideration for this Agreement, Borrower and Purchaser release Lender from any and all liability, known or unknown, arising out of any act or circumstance to date with respect to the Loan or any collateral for repayment of the Loan.

(b) Borrower, Purchaser and Beneficiary warrant to Lender that they have full right, power and authority to enter into this Agreement and to perform all its obligations, and that all information and materials submitted to Lender in connection with the request for this modification contain no material misstatement or misrepresentation nor omit to state any material fact or circumstance.

(c) This document constitutes the entire agreement among the parties with respect to the assumption of the Loan and shall not be amended, modified or terminated except by a writing signed by the party to be charged therewith.

(d) Except as provided in this Agreement, the terms of the Loan Documents remain in full effect and are ratified. This Agreement is not intended to and shall not be construed to impair the validity, priority or enforceability of the Mortgage of the other Loan Documents and shall not constitute a novation of the Loan Documents.

(e) This Agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

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EXHIBIT A
TO
LOAN ASSUMPTION AND MODIFICATION AGREEMENT

Legal Description:

Loan No. 00084

Village of Arlington Heights, County of Cook and State of Illinois

Unit No. 5 Brandenberry Park East by Zale being a Subdivision of the South East 1/4 of Section 21, Township 42 North, Range 11 East of the Third Principal Meridian (excepting therefrom that part described as follows): Commencing at the South East Corner of said Unit 5, thence West on the South Line of said Unit 25.00 Feet to the Point of Beginning of this exception, thence continuing West on the South Line of said Unit 149.25 Feet to the South West Corner of said Unit, thence Northwesterly on the Southwesterly Line of said Unit 152.0 Feet, thence North at Right Angles to the Southwesterly Line of said Unit 80.0 Feet to its intersection with a Line 160.52 Feet North of and Parallel to the South Line of said Unit, thence East on said Parallel Line 81.89 Feet to its intersection with a Line 134.15 Feet Northeasterly of and Parallel with the Southwesterly Line of said Unit, thence Southerly on said Parallel Line 170.17 Feet thence South 48.0 Feet to the Point of Beginning in Cook County, Illinois.

PIN# 03-21-102-013

Cook County Clerk's Office

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