

ASSUMPTION AND MODIFICATION AGREEMENT

4181690 Hundred Sq ft

WHEREAS, LaSalle National Bank, as Trustee for Structured Assets Securities Corporation, Multiclass Pass-Through Certificates, Series 1994-C1 Trust ("Noteholder") holds a Promissory Note dated as of January 28, 1994 made by LW-SSP2, L.P., a Delaware limited partnership (the "Original Borrower"), payable to LW-SP2, L.P., a Delaware limited partnership, evidencing a loan in the original principal amount of Four Million One Hundred Twenty Thousand and no/100 Dollars (\$4,120,000.00) ("Note"), a Mortgage and Security Agreement ("Mortgage") dated January 28, 1994 executed by Original Borrower and recorded as Document No. 94216717, on March 9, 1994, in Cook County, Illinois, and encumbering real property located in Cook County, Illinois, legally described in Exhibit A attached hereto ("Property"), an Assignment of Leases and Rents ("Assignment of Rents") dated as of January 28, 1994 made by Original Borrower and recorded as Document Number 94216718 on March 9, 1994 in Cook County, Illinois and encumbering the Property, an Indemnity Agreement ("Indemnity Agreement") dated as of January 28, 1994 executed by Original Borrower and regarding the environmental condition of the Property (the Note, Mortgage, Assignment of Rents and Indemnity Agreement and any other documents or instruments evidencing or securing the loan are collectively hereinafter referred to as the "Loan Documents"); and

WHEREAS, Original Borrower desires to transfer title to the Property to AmericanMidwest Bank and Trust, not personally but as trustee under that certain Trust Agreement dated June 16, 1995 and known as Trust Number 6595 (the "Transferee"), the beneficiaries of which are Sam Roti, Robert A. Novelle, Nicholas A. Novelle, and Donald N. Novelle, each as to an undivided one-quarter (1/4) interest, as tenants in common (referred to hereinafter singly as a "Beneficiary," collectively as the "Beneficiaries," and together with Transferee as "Borrower"), and Transferee and Beneficiaries desire to assume and agree to pay the Note and perform all the obligations of Original Borrower under the Loan Documents, and Noteholder is willing to consent to said transfer of title to Transferee and assumption by Transferee and Beneficiaries of all of the duties and obligations of Original Borrower under the Note and the Loan Documents on the terms and conditions stated herein.

THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Loan Documents are hereby modified and IT IS HEREBY AGREED as follows:

1. Noteholder hereby consents to the conveyance by Original Borrower of title to the Property to Transferee.

2. Transferee hereby assumes and agrees to pay and to perform all of the obligations of Original Borrower under the Note, the Mortgage, the Assignment of Rents, the Indemnity Agreement and

4/30
\$ 38.00

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the Loan Documents, and each Beneficiary hereby jointly and severally assumes and agrees to pay and to perform all of the obligations of Original Borrower under the Note, the Mortgage, the Assignment of Rents, the Indemnity Agreement and the Loan Documents.

3. Noteholder hereby releases Original Borrower from any liability under the Note and the Loan Documents for any acts or events occurring or obligations arising from and after the date of this Assumption and Modification Agreement.

4. Transferee and each Beneficiary shall deliver and execute all financing statements and other documents now or hereafter deemed necessary or desirable by Noteholder to evidence, confirm or perfect the lien and security interest of Noteholder under any of the Loan Documents or evidence or confirm the agreements of Transferee and Beneficiaries contained herein.

5. The unpaid principal balance of the Note as of June 30, 1995 is Four Million, Fifty-two Thousand and Six Hundred Dollars and 55/100 (\$4,052,417.55) ^{Nine Ten}, with interest on the unpaid principal balance outstanding from time to time at the rate of Eight and one-half percent (8.50%) per annum. SMB
[Signature]

6. This Assumption and Modification Agreement contains the entire agreement among Noteholder, Original Borrower, Transferee and Beneficiaries ("Parties") as to the conveyance of the Property to Transferee and the assumption by Transferee and Beneficiaries of the obligations under the Loan Documents, and there are no further agreements or understandings of the Parties, whether oral or in writing, that are not contained herein.

7. Except as specifically modified herein, the Note, the Mortgage, the Assignment of Rents, the Indemnity Agreement and all of the Loan Documents remain in full force and effect, enforceable in accordance with their respective terms; it being hereby understood that the obligations and duties of Transferee and Beneficiaries under the Note remain subject to the terms of Section 1.05 of the Note.

8. This Assumption and Modification Agreement, when executed by Noteholder, Transferee and Beneficiaries shall bind them, their heirs, personal representatives, successors and assigns.

9. This Assumption and Modification Agreement may be executed in multiple counterparts.

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IN WITNESS WHEREOF, the duly authorized Parties have hereunto executed this instrument this 30 day of June, 1995.

Noteholder:

LASALLE NATIONAL BANK, AS TRUSTEE FOR, AMONG OTHER PERSONS, THE HOLDERS OF STRUCTURED ASSET SECURITIES CORPORATION, MULTICLASS PASS-THROUGH CERTIFICATES, SERIES 1994-C1

By: Banc One Management and Consulting Corporation, Servicer, pursuant to that certain Servicing Agreement dated as of April 1, 1994 among LaSalle National Bank, Banc One Management and Consulting Corporation and others

By: [Signature]
Name: [Signature]
Its: [Signature]

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Original Borrower:

LW-SSP2, L.P.,
a Delaware limited partnership

By: Lennar Partners, Inc.
a ~~Florida~~ corporation
its attorney in fact

By: _____
Mark A. Griffith,
Vice President

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165 27596

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Excluded and delivered by the AmericanMidwest Bank
its individual capacity, but solely in the capacity, when described
subject to finding the herein described property, and subject to the
Bank's retention, implying herein to the contrary notwithstanding, that
the liability of return shall be assumed by the AmericanMidwest Bank
in its sole and separate liability, all such personal liability of the
property waived and released by all other parties herein, and those of the
Bank or under them.

Transferee:

AmericanMidwest Bank and Trust, not personally, but as Trustee under that Trust Agreement dated June 16, 1995 and, known as Trust Number 6595

By: [Signature]
Name: Barbara J. Karg
Its: Vice President and Trust Officer

Beneficiaries' address:

47 W Polk
Office of the B. J. King
Chicago, IL 60605

Beneficiaries:

[Signature]
Sam Roti
[Signature]
Robert A. Novelle
[Signature]
Nicholas A. Novelle
[Signature]
Donald N. Novelle

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 2 IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 1/2 OF LOT 1 IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE ABOVE DESCRIBED PROPERTY CONTAINS 11,864 SQUARE FEET OF LAND, MORE OR LESS, AND IS SHOWN ON THAT CERTAIN SURVEY PREPARED BY CHICAGO GUARANTEE SURVEY COMPANY, ILLINOIS PROFESSIONAL LAND SURVEYOR CORPORATION NO. 1, FOR LENNAR PARTNERS, DATED DECEMBER 17, 1993, WHICH SURVEY IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS DESCRIPTION.

Property address: 139 N. Oak / 54E. Randolph
Chicago, Illinois

PIN 17-10-309-003

17-10-309-010

17-10-309-011

. DEPT-01 RECORDING \$41.50
. T40001 TRAN 8717 07/05/95 15:08:00
. #5031 # CG *-95-433991
. COOK COUNTY RECORDER
. DEPT-10 PENALTY \$38.00

95600391

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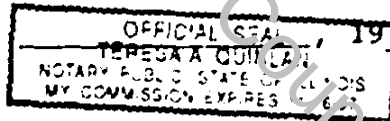
STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, TERESA A. QUINLAN, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that KAREN LEDET personally known to me to be the Attorney-In-Fact of Noteholder as aforesaid and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Attorney-In-Fact he/she signed and delivered the said instrument pursuant to authority duly given, as his/her free and voluntary act and as the free and voluntary act and deed of said association, as Noteholder, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 23rd day of June, 1995.

Teresa A. Quinlan
Notary Public

Commission expires



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STATE OF GEORGIA)
COUNTY OF FULTON) SS

I, Amblerly D. Hurst, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mark A. Griffith personally known to me to be the Vice President of Lennar Partners, Inc. as attorney-in-fact for LW-SSP2 and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such vice president for the attorney-in-fact he signed and delivered the said instrument pursuant to authority duly given, as his free and voluntary act and as the free and voluntary act and deed of said association for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 28th day of June, 19 95.

Amblerly D. Hurst
Notary Public

Notary Public, Cook County, GA
My Commission Expires May 2, 1999

Commission expires _____, 19 ____

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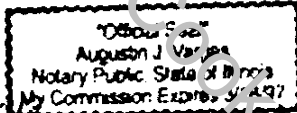
STATE OF Illinois)
COUNTY OF Cook) SS

I, Augustin J. Vargas, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sam Roti, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 27th day of JUNE, 1995.

Augustin J. Vargas
Notary Public

Commission expires March 19, 1997



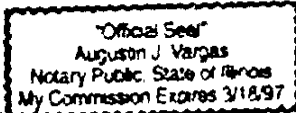
STATE OF Illinois)
COUNTY OF Cook) SS

I, Augustin J. Vargas, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert A. Novelle, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 20th day of JUNE, 1995.

Augustin J. Vargas
Notary Public

Commission expires MARCH 18, 1997



STATE OF Illinois)
COUNTY OF Cook) SS

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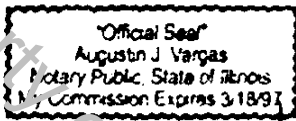
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I, Augustin J. Vargas, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Nicholas A. Novelle, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 29th day of JUNE, 1995.

Augustin J. Vargas
Notary Public

Commission expires March 18, 1997



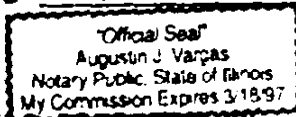
STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, Augustin J. Vargas, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donald N. Novelle, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 29th day of JUNE, 1995.

Augustin J. Vargas
Notary Public

Commission expires March 18, 1997



THIS INSTRUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:

Steven M. Baumer
Hopkins & Sutter
Three First National Plaza
Suite 4200
Chicago, Illinois 60602



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