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RECORDATION REQUESTED BY:

Firstar Bank Milwaukee, N.A.
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

WHEN RECORDED RETURN TO:

Firstar Bank Milwaukee, N.A.
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

Attention: Collateral Dept.

SEND TAX NOTICES TO:

Firstar Bank Milwaukee, N.A.
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

Attention: Collateral Dept.

DEPT-01 RECORDING \$41.50
TR6008 TRAN 5656 01/27/95 10:26.40
#7293 # JEB *--95--063980
COOK COUNTY RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

MEMORANDUM OF ASSIGNMENT OF LOAN DOCUMENTS

THIS MEMORANDUM OF ASSIGNMENT OF LOAN DOCUMENTS (this "Memorandum") is dated as of the 5th day of January, 1995, by and between PARK NATIONAL BANK AND TRUST OF CHICAGO, an Illinois banking corporation with an address of 2958 North Milwaukee Avenue, Chicago, Illinois 60618, ("Assignor") and FIRSTAR BANK MILWAUKEE, N.A., a national banking association with an address of 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 ("Assignee").

WITNESSETH:

WHEREAS, Assignor has heretofore made a loan to Candyland Candies, Inc. ("Borrower"), as evidenced by that certain Amended and Restated Term Note dated April 30, 1994, from Borrower to Assignor, in the face principal amount of \$4,866,663.00 (the "Note"); and

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WHEREAS, Borrower's obligations under the Note are secured by, among other collateral, that certain Mortgage executed by David Babiarz, a married man whose address is 1035 Glencrest, Inverness, Illinois 60010 (the "Individual Guarantor"), in favor of Assignor, dated February 26, 1993, and recorded in the Office of the Cook County, Illinois, Recorder on March 4, 1993, as Document No 93-164996 (the "Mortgage"), and by that certain Assignment of Rents executed by Individual Guarantor in favor of Assignor, dated February 26, 1993, and recorded in the Office of the Cook County, Illinois, Recorder on March 4, 1993, as Document No 93-164997 (the "Assignment of Rents"); and

WHEREAS, the Mortgage and the Assignment of Rents affect and encumber the real estate and interests associated therewith described in Exhibit A, which is attached hereto and incorporated herein, having an address of 1665 East Birchwood, Des Plaines, Illinois 60018 (the "Real Property"); and

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WHEREAS, in conjunction with the loan evidenced by the Note, the Borrower, the Individual Guarantor, and Dae-Julie, Inc. (the "Corporate Guarantor") also executed and delivered to Assignor (in addition to the Note, the Mortgage, and the Assignment of Rents), among other things, those certain documents listed in Exhibit B attached hereto (the "Other Loan Documents"); and

WHEREAS, Assignor and Assignee are parties to that certain Omnibus Assignment of Agreements and Instruments dated December ____, 1994, a copy of which is attached hereto as Exhibit C (the "Transfer Agreement"), pursuant to which Assignor has granted, conveyed, transferred, and assigned to Assignee its entire right, title, and interest in and to the Note, the Mortgage, the Assignment of Rents, and the Other Loan Documents (the Note, the Mortgage, the Assignment of Rents, and the Other Loan Documents are hereinafter sometimes individually and collectively called the "Mortgage Loan Documents"); and

WHEREAS, Assignor and Assignee wish to place in the public records notice of the aforementioned grant, conveyance, transfer and assignment of the Mortgage Loan Documents and the existence of the Transfer Agreement.

NOW, THEREFORE, for ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby acknowledge and agree as follows:

1. **Assignment.** Assignor has granted, conveyed, transferred, and assigned to Assignee, Assignor's entire right, title, and interest in, to, and under the Mortgage Loan Documents pursuant to the terms and conditions set forth in the Transfer Agreement attached hereto and incorporated herein.

2. **Acceptance.** Assignee has accepted the grant, conveyance, transfer, and assignment to it of the Mortgage Loan Documents in accordance with the terms of the Transfer Agreement attached hereto, and has accepted delivery to it of the Note as the same has been endorsed by Assignor.

3. **Counterparts.** This Memorandum may be executed in one or more counterparts, all of which when taken together shall constitute one and the same instrument.

4. **Notice.** This Memorandum is made and executed and is to be recorded in the Office of the Cook County, Illinois, Recorder for the purpose of giving notice of the grant, conveyance, transfer, and assignment to Assignee of the Mortgage Loan Documents and for the purpose of giving notice of the Transfer Agreement to the same extent as if the Transfer Agreement were fully set forth herein, such Transfer Agreement being fully incorporated herein.

5. **No Modification.** This Memorandum is subject in each and every respect to the terms, covenants, and conditions contained in the Transfer Agreement and is made and executed by the parties hereto with the understanding and agreement that nothing herein

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contained shall in any manner alter, modify, or vary the terms, covenants, or conditions of the Transfer Agreement.

6. **Successor Ownership.** By virtue of this Memorandum, it is Assignor's and Assignee's express intent to evidence the fact that Assignee is the holder and successor in ownership of the indebtedness secured by the Mortgage and the Assignment of Rents for title insurance purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed as of the date and year first written above.

Assignor:

PARK NATIONAL BANK AND TRUST OF CHICAGO, an Illinois banking corporation

By: *Allen S. Lucioni*
Name Printed: Allen S. Lucioni
Title: President

Attest: *George R. Fieldman*
Name Printed: George R. Fieldman
Title: VP, Vice President

Assignee:

FIRSTAR BANK MILWAUKEE, N.A.,
a National banking association

By: *Azad Virani*
Name Printed: AZAD VIRANI
Title: Vice President

Attest: *Philip D. Koepke*
Name Printed: PHILIP D. KOEPKE
Title: VICE PRESIDENT

This document was drafted by and after recording should be returned to: Hugh J. O'Halloran, Foley & Lardner, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202-5367.

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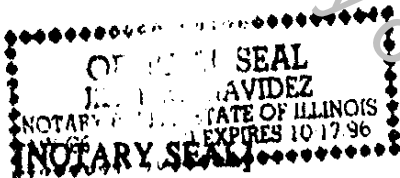
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ASSIGNOR ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS:
COUNTY OF Cook)

On this day before me, the undersigned notary public, personally appeared Allen S. Kenigson and George R. Feldman, to me known to be the President and SR Vice Pres, respectively, of PARK NATIONAL BANK AND TRUST OF CHICAGO, an Illinois banking corporation, who acknowledged that they executed the foregoing instrument on behalf of said Park National Bank and Trust of Chicago, as such officers and with its authority.

Given under my hand and official seal this 5th day of January, 1995.

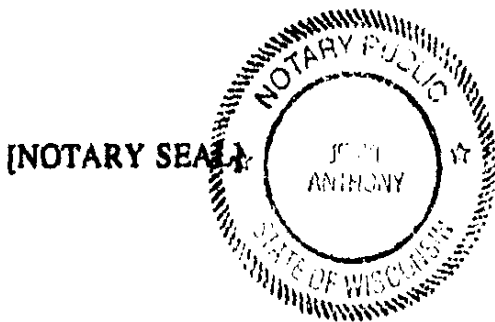


Jill J. Igaravidez
Name Printed: Jill J. Igaravidez
Notary Public, _____
County, Illinois. _____
My Commission: _____
OFFICIAL SEAL
JILL J. IGARAVIDEZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/17/96

ASSIGNEE ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS:
COUNTY OF Milwaukee)

Personally came before me this 5th day of January, 1995, the above-named Philip Hoopke and And Vanni, to me known to be the Vice President and Vice President, respectively, of FIRSTAR BANK MILWAUKEE, N.A., a national banking association, who acknowledged that they executed the foregoing instrument on behalf of Firstar Bank Milwaukee, N.A., as such officers and with its authority.



Jeryl Anthony
Name Printed: Jeryl Anthony
Notary Public, Milwaukee
County, Wisconsin.
My Commission: 11-17-96

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EXHIBIT A

The following real property located in Cook County, State of Illinois:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EAST CORNER OF SAID WEST 1/2; THENCE SOUTH 1196.048 FEET ALONG THE EAST LINE OF SAID WEST 1/2; THENCE WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID WEST 1/2 723.98 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING TRACT OF LAND; THENCE CONTINUING WEST ALONG SAID PARALLEL LINE 450.0 FEET; THENCE NORTH PERPENDICULARLY TO SAID PARALLEL LINE TO A POINT ON A LINE 756.066 FEET SOUTH OF (AS MEASURED ALONG THE EAST LINE OF SAID WEST 1/2) AND PARALLEL WITH THE NORTH LINE OF SAID WEST 1/2; THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE 450.0 FEET; THENCE SOUTH TO THE HEREIN DESCRIBED POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Real Property Address: 1665 East Birchwood, Des Plaines, Illinois 60018.

The Real Property tax identification number is 09-28-300-021-0000.

Clerk of Cook County Clerk's Office

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EXHIBIT B

1. Revolving Credit and Term Loan Agreement, dated February 26, 1993, by and between Candyland Candies, Inc. ("Borrower") and Park National Bank and Trust of Chicago ("Park Bank"), as amended by Amendment to Revolving Credit and Term Loan Agreement, dated January 31, 1994, as further amended by Second Amendment to Revolving Credit and Term Loan Agreement, dated April 30, 1994 (as so amended, the "Credit Agreement").
2. Amended and Restated Revolving Credit Note, dated April 30, 1994, by Borrower in favor of Park Bank, in face principal amount of \$2,000,000.00.
3. Amended and Restated Term Note, dated April 30, 1994, by Borrower in favor of Park Bank, in face principal amount of \$4,866,663.00.
4. General Business Security Agreement, by Borrower in favor of Park Bank, dated February 26, 1993.
5. Continuing Guaranty, dated February 26, 1993, of David E. Babiarz ("Individual Guarantor") and Dae-Julle, Inc. ("Corporate Guarantor").
6. Mortgage, dated February 26, 1993, by Individual Guarantor to Park Bank, as recorded in the office of the Cook County Recorder (Illinois) on March 4, 1993, as Document No. 93164996.
7. Mortgage, dated February 26, 1993, by Individual Guarantor to Park Bank, as recorded in the office of the Cook County Recorder (Illinois) on March 4, 1993, as Document No. 93164998.
8. Assignment of Rents, dated February 26, 1993, by Individual Guarantor to Park Bank, as recorded in the office of the Cook County Recorder (Illinois) on March 4, 1993, as Document No. 93164997.
9. Assignment of Rents, dated February 26, 1993, by Individual Guarantor to Park Bank, as recorded in the office of the Cook County Recorder (Illinois) on March 4, 1993, as Document No. 93164999.
10. Assignment of Policy as Collateral Security relating to Policy No. 40783511 of Transamerica Occidental Life Insurance Company on the life of Individual Guarantor.
11. General Business Security Agreement, dated February 26, 1993, by Corporate Guarantor in favor of Park Bank.
12. Debt Subordination Agreement, dated February 26, 1993, of David Babiarz, Delores Babiarz and Barbara Babiarz in favor of Park Bank.

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13. Lessor's/Landlord's Consent, dated February 26, 1993, by David Babiarz in favor of Park Bank.

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EXHIBIT C TRANSFER AGREEMENT

OMNIBUS ASSIGNMENT OF AGREEMENTS AND INSTRUMENTS

THIS OMNIBUS ASSIGNMENT OF AGREEMENTS AND INSTRUMENTS is made and entered into on and as of this ___ day of December, 1994, among Candyland Candies, Inc. ("Borrower"), David E. Babiarz ("Mr. Babiarz"), Dae-Julie, Inc. ("Dae-Julie" and, together with Mr. Babiarz, the "Guarantors"), Park National Bank and Trust of Chicago ("Park Bank") and Firststar Bank, Milwaukee, N.A. ("Firststar").

WITNESSETH:

WHEREAS, the Borrower has entered into a Revolving Credit and Term Loan Agreement, dated February 26, 1993, between the Borrower and Park Bank, as amended by Amendment to Revolving Credit and Term Loan Agreement, dated January 31, 1994, as further amended by Second Amendment to Revolving Credit and Term Loan Agreement, dated April 30, 1994 (as amended, the "Credit Agreement");

WHEREAS, Dae-Julie has entered into a Revolving Credit Agreement, dated February 26, 1993, between Dae-Julie and Park Bank, as amended by an Amendment to Revolving Credit Agreement dated April 30, 1994 (as amended, the "Revolver");

WHEREAS, Park Bank wishes to transfer and assign to Firststar the Credit Agreement and all other documents, instruments and agreements executed in connection therewith or related thereto including, without limitation, the documents identified on Exhibit A attached hereto and hereby incorporated herein (collectively, the "Loan Documents"); and

WHEREAS, Park Bank wishes to transfer and assign to Firststar the Revolver and all other documents, instruments and agreements executed in connection therewith or related thereto including, without limitation, the documents identified on Exhibit B attached hereto and hereby incorporated herein (collectively, the "Revolver Documents").

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

1. Park Bank hereby sells, transfers, assigns and conveys to Firststar all of the Loan Documents, such that Firststar will have all the same rights and obligations under the Loan Documents as Park Bank previously had, and all of the Loan Documents will apply (without limitation) to any property the Borrower may acquire after the date hereof and any obligations the Borrower may incur to Firststar after the date hereof. For example, the security interest created by the General Business Security Agreement identified on Exhibit A hereto (the "Security Agreement") will apply to property acquired by the Borrower, whether before or after the date hereof, and will secure both obligations incurred by the Borrower to Park Bank before the date hereof and obligations incurred by the Borrower to Firststar after

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the date hereof. All references in the Loan Documents to Park Bank shall be deemed to refer to Firststar. Firststar hereby accepts the sale, transfer, assignment and conveyance of the Loan Documents on the terms and subject to the conditions of this Agreement.

2. Park Bank hereby sells, transfers, assigns and conveys to Firststar all of the Revolver Documents, such that Firststar will have all the same rights and obligations under the Revolver Documents as Park Bank previously had, and all of the Revolver Documents will apply (without limitation) to any property Dae-Julie may acquire after the date hereof and any obligations Dae-Julie may incur to Firststar after the date hereof. For example, the security interest created by the General Business Security Agreement identified on Exhibit B hereto (the "Dae-Julie Security Agreement") will apply to property acquired by Dae-Julie, whether before or after the date hereof, and will secure both obligations incurred by Dae-Julie to Park Bank before the date hereof and obligations incurred by Dae-Julie to Firststar after the date hereof. All references in the Revolver Documents to Park Bank shall be deemed to refer to Firststar. Firststar hereby accepts the sale, transfer, assignment and conveyance of the Revolver Documents on the terms and subject to the conditions of this Agreement.

3. Park Bank represents and warrants to Firststar on the date hereof as follows: (a) Park Bank has good title to and is the sole beneficial owner of the Loan Documents and the Revolver Documents and has not sold, signed, pledged or otherwise transferred or conveyed the whole or any part of the Loan Documents or the Revolver Documents to any person or entity (other than to Firststar); (b) Park Bank has all necessary authority to enter into this Agreement and assign the Loan Documents and the Revolver Documents to Firststar pursuant to the terms hereof; (c) the Loan Documents and the Revolver Documents are enforceable in accordance with their terms and the amount owing by the Borrower and Dae-Julie, respectively, is not subject to set-off, dispute or counterclaims; (d) neither the Borrower nor Dae-Julie has disputed its liability under the Loan Documents or the Revolver Documents; (e) Park Bank has a first priority properly perfected security interest in the Collateral (as such term is defined in the Security Agreement and the Dae-Julie Security Agreement); (f) Park Bank has complied with all of its obligations under the Loan Documents and the Revolver Documents and has not taken any action or failed to take any action, which action or failure to act may impair the ability of Firststar to enforce the terms of the Loan Documents or the Revolver Documents or collect the amount outstanding thereunder; (g) the outstanding principal balance and accrued interest under the Loan Documents on the date hereof is \$ _____ and the outstanding principal balance and accrued interest under the Revolver Documents on the date hereof is \$ _____.

4. Park Bank shall indemnify and hold Firststar harmless from and against all claims, suits, damages, costs, expenses (including, without limitation, attorneys' fees) and other liabilities that Firststar may incur resulting from or arising out of Park Bank's breach of any representation or warranty or other term of this Agreement.

5. The Borrower represents and warrants to Firststar (a) that the outstanding principal balance and all accrued interest under the Loan Documents on the date hereof is

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\$ _____; (b) that the Loan Documents are enforceable against the Borrower in accordance with their terms; (c) that the Borrower has no defenses to the payment and performance of its obligations under the Loan Documents; and (d) that the Borrower has no claims against Park Bank in connection with the Loan Documents.

6. Dae-Julie represents and warrants to Firststar (a) that the outstanding principal balance and all accrued interest under the Revolver Documents on the date hereof is \$ _____; (b) that the Revolver Documents are enforceable against Dae-Julie in accordance with their terms; (c) that Dae-Julie has no defenses to the payment and performance of its obligations under the Revolver Documents; and (d) that Dae-Julie has no claims against Park Bank in connection with the Revolver Documents.

7. The Guarantors, in their capacity as guarantors, each confirm that their respective Continuing Guaranties, dated February 26, 1993, guaranteeing the Obligations (as defined therein) of the Borrower remain in full force and effect. The Guarantors each consent to the sale, transfer, assignment and conveyance contemplated by this Agreement and reaffirm that the consent of the Guarantors to any such sale, transfer, assignment and conveyance is not necessary.

8. The Borrower and Mr. Babiarz, in their capacity as guarantors, each confirm that their respective Continuing Guaranties, dated February 26, 1993, guaranteeing the Obligations (as defined therein) of Dae-Julie remain in full force and effect. The Guarantors each consent to the sale, transfer, assignment and conveyance contemplated by this Agreement and reaffirm that the consent of the Guarantors to any such sale, transfer, assignment and conveyance is not necessary.

9. If any provision hereof shall be held to be void, illegal or unenforceable, it shall be deemed severable from the remaining provisions hereof, which shall remain in full force and effect. The provisions of this Agreement shall inure to the benefit and be binding on any successor to the parties hereto.

10. All agreements, representations and warranties made herein shall survive the execution of this Agreement and the sale, transfer, assignment and conveyance by Park Bank to Firststar of the Loan Documents and the Revolver Documents.

11. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

12. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin.

13. The parties hereto each agree to do such further things and to execute such further documents as may be necessary or desirable to effect the sale, transfer, assignment and conveyance of the Loan Documents and the Revolver Documents by Park Bank to Firststar as contemplated by this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

CANDYLAND CANDIES, INC.

By: _____
Title: _____

PARK NATIONAL BANK AND
TRUST OF CHICAGO

By: _____
Title: _____

FIRSTAR BANK MILWAUKEE, N.A.

By: _____
Title: _____

David E. Babiarz

DAE-JULIE, INC.

By: _____
Title: _____

Delores Babiarz

Barbara Babiarz

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