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the maximum principal amount of Nine Hundred Thousand and No/100 Dollars (\$900,000.00) (collectively, the "Notes"), which Notes are secured by, among other things, the following documents:

(a) Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated June 5, 1995, from Transferor in favor of Lender and recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on June 14, 1995, as Document No. 95385090 (the "Mortgage").

(b) Absolute Assignment of Rents and Leases dated June 5, 1995, from Transferor in favor of Lender and recorded in the Recorder's Office on June 14, 1995, as Document No. 95385091 (the "Assignment").

(c) Environmental Indemnity Agreement dated June 5, 1995, from Transferor, Robert J. Bobb and Donald L. Shoemaker in favor of Lender (the "Indemnity").

(d) Irrevocable Letter of Credit No. C7276026 issued by Bank of America in favor of Lender in the amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00) (the "Letter of Credit").

The Mortgage, Assignment, Indemnity, Letter of Credit and all other documents related thereto are sometimes hereinafter collectively referred to as the "Loan Documents".

D. Lender is the present holder of the Notes.

E. Transferor desires to sell a portion of the Property described on Exhibit B hereto (the "Transfer Property") to Transferee, and Transferee desires to purchase the Transfer Property from Transferor.

F. Concurrent with the transfer of the Transfer Property to Transferee, the balance of the Land not included in the Transfer Property shall be released from the lien of the Mortgage by a partial release of mortgage.

G. As a condition to Transferee's eventual purchase of the Transfer Property, Transferor and Lender require that Transferee assume all of the obligations under the Notes and the Loan Documents.

H. Notwithstanding the terms of the Loan Documents, Lender has agreed to waive any and all rights to accelerate the Loans due to Transferor's transfer of the Transfer Property to Transferee, to release Transferor from all obligations under the Notes and the Loan Documents, to consent to the aforesaid assumption in accordance with the terms of this Agreement, and to waive any and all rights to accelerate the Loans due to Transferor's failure to pay the principal sum of the Loans on or before July 1, 1997.

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

1. Recitals. The recitals set forth above are accurate and complete and are hereby restated by this reference.

2. Assumption. Transferee by these presents does hereby irrevocably and unconditionally assume, from and after the date hereof, all of Transferor's obligations contained in the Notes, including without limitation, all obligations to pay, perform and discharge all debts, obligations and liabilities of Transferor under the Notes. Transferee by these presents does hereby irrevocably and unconditionally assume, from and after the date hereof, all of Transferor's obligations contained in the Loan Documents, including, without limitation, all obligations to pay, perform and discharge all debts, obligations and liabilities of Transferor under the Loan Documents.

3. Lender's Consent. Notwithstanding the terms set forth in the Loan Documents, Lender hereby consents to the transfer of fee ownership of the Transfer Property from Transferor to Transferee and to Transferee's assumption of all of Transferor's obligations under the Notes and the Loan Documents, as applicable, and waives any and all rights to accelerate the Loans due to said transfer of fee ownership of the Transfer Property.

4. Definitions. Transferor, Transferee and Lender hereby agree that (i) any and all references to "Borrower", "Debtor", "Maker" or "Trustor" in the Loan Documents or the Note shall hereinafter refer to 2721 Edginton, L.L.C., its successors and/or assigns, (ii) any and all references to "Lender", "Secured Party" or "Beneficiary" shall hereinafter refer to Corus Bank, N.A., as successor by merger to Belmont National Bank of Chicago, its successors and/or assigns, and (iii) any and all references to "Property" in the Loan Documents shall hereinafter refer to the Transfer Property.

5. Present Balance of Note. The parties hereto acknowledge and agree that the present outstanding principal balance of the Notes as of the date hereof (following the required partial prepayment described in Section 5(f) hereof) are as follows:

Tranche A Promissory Note:	\$6,787,349.73;
Tranche B Promissory Note:	450,000.00;
Tranche C Promissory Note:	828,911.99;
Tranche D Promissory Note:	0.00;
Mezzanine Note:	0.00;

and all required principal installments and accrued interest have been paid through July 1, 1997.

6. Conditions Precedent. Notwithstanding anything to the contrary contained herein, Lender's consent to the execution of this Agreement and the transfer of the Transfer Property to Transferee is conditioned upon Lender's verification of the satisfaction, in Lender's sole and absolute discretion, of the following conditions:

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8. Successors and Assigns. This Agreement shall be binding and inure to the benefit of Transferor, Transferee, Lender and their respective successors, assigns and legal representatives.

9. Continued Validity/Conflicts/Partial Invalidity. Except as otherwise provided in this Agreement, all other terms and conditions set forth in the Notes and the Loan Documents shall remain in full force and effect with the same effect as if all such terms and conditions were reprinted in full herein. In the event of any conflict between the provisions of this Agreement and the provisions of the Notes and the Loan Documents, the provisions of this Agreement in each case shall govern and control. The invalidity or unenforceability of any of the provisions of this Agreement shall not affect or impair any of the other provisions hereof.

10. Costs and Expenses. Transferee and/or Transferor shall pay any and all costs and expenses, including, without limitation, reasonable attorneys' fees and costs and title charges incurred by Lender in connection with or arising as a result of this Agreement, including, without limitation, the preparation and negotiation of this Agreement, and any other documents required in connection herewith.

11. Time of Essence. Time is of the essence of this Agreement.

12. Reaffirmation of Terms. All other terms, provisions and conditions of the Loan Documents as modified hereby are hereby reaffirmed and confirmed.

13. Transferor's Representations. Transferor represents and warrants that, as of the date hereof, no default has occurred and is continuing beyond any applicable grace or cure period under the Notes or any of the Loan Documents.

14. Release of Lender. Transferor hereby remises, releases, acquits, satisfies and forever discharges Lender of and from any and all manner of action and actions, cause and causes of action, suits, losses, collection costs, expenses (including without limitation attorneys' fees and expenses), covenants, controversies, promises, damages, whatsoever in law or in equity which Transferor has ever had, now has, or which any personal representative, successor, assignee or beneficiary thereof hereafter can, shall, or may have against Lender arising under or in connection with this Agreement, any action taken or actions not taken by Lender in connection with the Notes, the Loan Documents or any other documents related thereto.

15. Release of Transferor. Upon the full and complete compliance with all of the terms of this Agreement, Lender hereby remises, releases, acquits, satisfies and forever discharges Transferor of and from any and all obligations, liabilities and covenants under the Notes, the Loan Documents and all other documents related thereto.

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15. Counterparts. This Agreement may be executed in counterparts, all of which shall be considered one and the same instrument, and shall become effective when each of the counterparts has been signed by each of the parties hereto and delivered to all of the others.

16. Final Agreement. This Agreement shall represent the entire final contract and agreement among the parties hereto with respect to the subject matter hereof, and shall not be modified or affected by any offer, proposal, statement or representation, oral or written, made by or for any party in connection with the terms hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first written above.

TRANSFEROR:

9401 GRAND L.L.C.,
an Illinois limited liability company

By: [Signature]
Its: MAR 01 2017

TRANSFeree:

2721 EDGINGTON, L.L.C.,
an Illinois limited liability company

By: [Signature]
Its: MAR 01 2017

LENDER:

CORUS BANK, N.A.

By: [Signature]
Its: CLC

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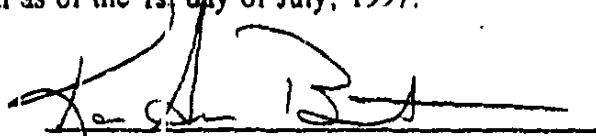
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06/06/97

STATE OF Illinois)
)SS.
COUNTY OF Cook)

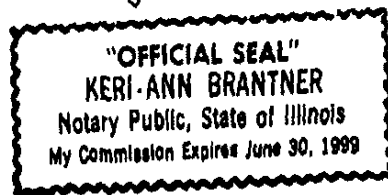
I, Keri-Ann Brantner, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donald L. Shoemaker, personally known to me to be the Manager of 9401 GRAND L.L.C., an Illinois limited liability company, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he has signed and delivered the said instrument as his free and voluntary act as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal as of the 1st day of July, 1997.


NOTARY PUBLIC

My commission expires: June 30, 1999

STATE OF Illinois)
)SS.
COUNTY OF Cook)

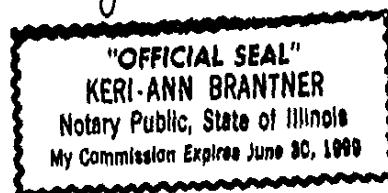


I, Keri-Ann Brantner, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donald L. Shoemaker, personally known to me to be the Manager of 2721 EDGINGTON, L.L.C., an Illinois limited liability company, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he has signed and delivered the said instrument as his free and voluntary act as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal as of the 1st day of July, 1997.


NOTARY PUBLIC

My commission expires: June 30, 1999



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EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PART OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF GRAND AVENUE (EXCEPT THEREFROM THE EAST 156.8 FEET AND EXCEPT THAT PART FALLING IN WASHINGTON STREET) IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 2:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING ON THE SOUTH LINE OF SAID WEST 1/2 AT A POINT 156.8 FEET WEST OF THE SOUTH EAST CORNER OF SAID WEST 1/2; THENCE RUNNING NORTH PARALLEL WITH THE EAST LINE OF SAID WEST 1/2 174.65 FEET; THENCE WEST PARALLEL WITH THE SAID SOUTH LINE 498.7 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID WEST 1/2 174.65 FEET TO THE SOUTH LINE; THENCE EAST ON SAID SOUTH LINE 498.7 FEET TO THE POINT OF BEGINNING (EXCEPT THEREFROM THAT PART THEREOF CONVEYED TO THE VILLAGE OF FRANKLIN PARK BY DEED RECORDED JULY 21, 1925 AS DOCUMENT NUMBER 8981920 OF RECORD AND ALSO EXCEPTING THEREFROM THE NORTH 37 1/2 FEET OF THAT PART OF THE ABOVE DESCRIBED PROPERTY LYING EAST OF THE WASHINGTON STREET AS EXTENDED AND WEST OF ALLEY IMMEDIATELY EAST AND ADJOINING THERETO AND EXCEPT PART CONVEYED BY DEED RECORDED AS DOCUMENT NUMBER 12518201), ALSO EXCEPTING THEREFROM THOSE PARTS FALLING WITHIN EDGINGTON STREET AND GRAND AVENUE) IN COOK COUNTY, ILLINOIS

PARCEL 3:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 327.48 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, AND 625.00 FEET WEST OF THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE NORTH 00 DEGREES 00 MINUTES 20 SECONDS WEST ALONG A LINE 625 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27 A DISTANCE OF 1583.46 FEET TO THE SOUTH LINE OF GRAND AVENUE; THENCE SOUTH 82 DEGREES 24 MINUTES 30 SECONDS EAST ALONG THE SOUTH LINE OF SAID GRAND AVENUE A DISTANCE OF 630.53 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE SOUTH 00 DEGREES 00 MINUTES 20 SECONDS EAST ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27 A DISTANCE OF 1175.03 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE NORTH 89 DEGREES 47 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 118.12 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 50 SECONDS EAST A DISTANCE OF 69.25 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 24 SECONDS WEST A DISTANCE OF 233.08 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 59 SECONDS WEST A DISTANCE OF 3.82 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 36 SECONDS WEST A DISTANCE OF 40.82 FEET; THENCE SOUTH 00

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DEGREES 01 MINUTES 59 SECONDS WEST A DISTANCE OF 352.11 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 34 SECONDS WEST A DISTANCE OF 55.05 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 32 SECONDS EAST A DISTANCE OF 41.82 FEET; THENCE NORTH 89 DEGREES 10 MINUTES 30 SECONDS WEST A DISTANCE OF 177.96 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART DESCRIBED AS FOLLOWS:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 327.48 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, AND 625.00 FEET WEST OF THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 01 MINUTES 16 SECONDS WEST ALONG A LINE 625.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, SAID LINE BEING THE EASTERLY LINE OF EDGINGTON STREET, A DISTANCE OF 1583.46 FEET TO THE POINT OF BEGINNING ON THE SOUTH LINE OF GRAND AVENUE. FROM THE POINT OF BEGINNING THENCE SOUTH 82 DEGREES 25 MINUTES 15 SECONDS EAST ALONG THE SOUTH SOUTHERLY LINE OF GRAND AVENUE A DISTANCE OF 30.00 FEET TO AN ILLINOIS DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS SURVEY MARKER; THENCE SOUTH 49 DEGREES 45 MINUTES 29 SECONDS WEST A DISTANCE OF 39.78 FEET TO AN ILLINOIS DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS SURVEY MARKER ON THE SAID EASTERLY LINE OF EDGINGTON STREET; THENCE NORTH 00 DEGREES 01 MINUTES 16 SECONDS WEST ALONG SAID EASTERLY LINE A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 3 AS CREATED BY THE EASEMENT AGREEMENT BY AND BETWEEN MOTOROLA, INC., A DELAWARE CORPORATION AND QUASAR ELECTRONICS CORPORATION, A DELAWARE CORPORATION ATTACHED TO AND MADE A PART OF THE INSTRUMENT DATED APRIL 27, 1995 AND RECORDED MAY 19, 1995 AS DOCUMENT 95330061, FOR PASSAGE OVER THE LAND DESCRIBED THEREIN, FOR THE FOLLOWING PURPOSE:

DRIVEWAY FOR INGRESS AND EGRESS TO THE QUASAR PARCELS FOR VEHICLES OF EVERY KIND AND PEDESTRIANS ALONG AND ACROSS THAT PORTION OF MOTOROLA'S PARCELS DESCRIBED AS PARCEL "E" IN THE EASEMENT RIDER ATTACHED AS EXHIBIT "C" THEREIN.

PIN Nos: 12-27-122-028-0000
12-27-123-091-0000
12-27-300-042-0000

Common Address: 9401 Grand Avenue
Franklin Park, Illinois

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EXHIBIT A -CONTINUED

ALSO KNOWN AS

PARCEL 1:

LOT 1 IN WEST GRAND AVENUE SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED July 31, 1997 AS DOCUMENT 97 557 554, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 2 IN WEST GRAND AVENUE SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED July 31, 1997 AS DOCUMENT 97 557 554, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 2 AS CREATED BY THE EASEMENT AGREEMENT BY AND BETWEEN MOTOROLA, INC., AN ILLINOIS CORPORATION, AND QUASAR ELECTRONICS CORPORATION, A DELAWARE CORPORATION, ATTACHED TO AND MADE A PART OF THE INSTRUMENT DATED APRIL 27, 1995 AND RECORDED MAY 19, 1995 AS DOCUMENT 95330061, FOR PASSAGE OVER THE LAND DESCRIBED THEREIN, FOR THE FOLLOWING PURPOSES: DRIVEWAY FOR INGRESS AND EGRESS TO THE QUASAR PARCELS FOR VEHICLES OF EVERY KIND AND PEDESTRIANS ALONG AND ACROSS THAT PORTION OF MOTOROLA'S PARCELS DESCRIBED PARCEL "E" IN THE EASEMENT RIDER ATTACHED AS EXHIBIT "C" THEREIN.

PIN NOS. 12-27-122-028;12-27-123-091;12-27-300-042

COMMON ADDRESS: 9401 GRAND AND 2721 EDGINGTON, FRANKLIN PARK, IL

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EXHIBIT B

PARCEL 1:

LOT 2 IN WEST GRAND AVENUE SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED July 31, 1997 AS DOCUMENT 97557554, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE EASEMENT AGREEMENT BY AND BETWEEN MOTOROLA, INC., AN ILLINOIS CORPORATION, AND QUASAR ELECTRONICS CORPORATION, A DELAWARE CORPORATION, ATTACHED TO AND MADE A PART OF THE INSTRUMENT DATED APRIL 27, 1995 AND RECORDED MAY 19, 1995 AS DOCUMENT 95330061, FOR PASSAGE OVER THE LAND DESCRIBED THEREIN FOR THE FOLLOWING PURPOSES: DRIVEWAY FOR INGRESS AND EGRESS TO THE QUASAR PARCELS FOR VEHICLES OF EVERY KIND AND PEDESTRIANS ALONG AND ACROSS THAT PORTION OF MOTOROLA'S PARCELS DESCRIBED PARCEL "E" IN THE EASEMENT RIDER ATTACHED AS EXHIBIT "C" THEREIN.

PIN NO.: 12-27-300-042

COMMON ADDRESS: 2721 EDGINGTON, L.L.C., FRANKLIN PARK, IL

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