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Assumption and Modification Agreement

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) (the "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 No. 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 evidencing or securing the loan are collectively hereinafter referred to as the "Loan Documents"); and

WHEREAS, Original Borrower transferred title to the Property to AmericanMidwest Bank and Trust, not personally but as trustee under that certain Trust Agreement (the "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 collectively as the "Old Beneficiaries" and together with Transferee as "Subsequent Borrower"). Subsequent Borrower assumed and agreed to pay the Note and perform all the obligations of the Original Borrower under the Loan Documents by executing an Assumption and Modification Agreement dated June 30, 1995 and recorded as document No. 95433991 in Cook County, Illinois; and

WHEREAS, Subsequent Borrower desires to change the beneficial interest under the Trust Agreement to Sam Roti (the "Beneficiary" and together with Transferee as "New Borrower"), and Transferee and Beneficiary desire to assume and agree to pay the Note and perform all the obligations of the Subsequent Borrower under the Loan Documents, and Noteholder is willing to consent to said transfer of title to Transferee and assumption by Transferee and Beneficiary of all of the duties and obligations of Subsequent 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 Subsequent Borrower of title to the Property to Transferee.
2. Transferee hereby assumes and agrees to pay and to perform all of the obligations of Subsequent Borrower under the Note, the Mortgage, the Assignment of Rents, the Indemnity Agreement and the Loan Documents, and the Beneficiary agrees to pay and perform all of the obligations of Subsequent Borrower under the Note, the Mortgage, the Assignment of Rents, the Indemnity Agreement and the Loan Documents.
3. Noteholder hereby releases Subsequent 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.

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Handwritten initials and numbers: 47-10, 44-10, 47, 2

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4. Transferee and 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 Beneficiary contained herein.

5. The unpaid principal balance of the Note as of July 22, 1997 is Three Million Nine Hundred Thirty Thousand Eight Hundred Fifty Three Dollars and 20/100 (\$3,930,853.20), 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.

6. This Assumption and Modification Agreement contains the entire agreement among Noteholder, Subsequent Borrower, Transferee and Beneficiary ("Parties") as to the conveyance of the Property to Transferee and the assumption by Transferee and Beneficiary 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 Beneficiary 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 Beneficiary shall bind them, their heirs, personal representatives, successors and assigns.

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

10. The consideration for this Assumption and Modification Agreement is .50% of the unpaid outstanding principal balance of the Note.

11. New Borrower hereby agrees to pay all expenses incurred by the Noteholder pursuant to the transaction referenced in this Assumption and Modification Agreement, including reasonable attorney's fees and paralegal's fees.

IN WITNESS WHEREOF, the duly authorized Parties have hereto executed this instrument this 27 day of July, 1997.

Noteholder:

LaSalle National Bank, as Trustee for Structured Assets Securities Corporation, Multiclass Pass-Through Certificates, Series 1994-C1 Trust

By: Lennar Partners, Inc., a Florida corporation,
as Special Servicer

By: _____

Mark A. Griffith
Vice President

SIGNATURES CONTINUED ON NEXT PAGE

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Subsequent Borrower:

Transferee:

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

By: [Signature]
Name: Barbara J. Karg
Title: Vice President & Trust Officer

Beneficiaries:

[Signature]
Sam Roti

[Signature]
Robert A. Novelle

[Signature]
Nicholas A. Novelle

[Signature]
Donald N. Novelle

New Borrower:

Transferee:

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

By: [Signature]
Name: Barbara J. Karg
Title: Vice President & Trust Officer

Beneficiary:

[Signature]
Sam Roti

Beneficiary's address:

Dearborn Station
47 West Polk Street
Chicago, IL 60605

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Executed and delivered by the AmericanMidwest Bank, not its individual capacity, but solely in the capacity herein described for the purpose of lending the funds described herein, and subject to the terms and conditions, including any and all amendments thereto, set forth in the original instrument, that on the date hereof, and at the time hereof, the AmericanMidwest Bank, by virtue hereof, is not personally liable, if any being expressly waived and released by all other parties hereto, and those claiming by, through or under them.

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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 GUARANTEED 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. Wabash / 59 E. Randolph
Chicago, Illinois

PIN 17-10-309-003
17-10-309-010
17-10-309-011

prepared by Fabella National Bank
mailed to: Kay Brunk
C T I

14607 San Pedro St 175
San Antonio Texas
78232

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ACKNOWLEDGMENTS

STATE OF _____)
COUNTY OF Clayton) SS

I, Parola Jackson, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Mark G. [unclear] personally known to me to be the Vice President 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 Vice President he/she signed and delivered the said instrument pursuant to the authority duly given, as his/her 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 21st day of Aug, 1997.

Notary Public, Clayton County, Georgia.
My Commission Expires October 10, 2000

[Signature]
Notary Public

Commission Expires: _____

- . DEPT-01 RECORDING \$47.00
- . T#0012 TRAN 6592 09/08/97 12:49:00
- . #5933 + CG *-97-657627
- . COOK COUNTY RECORDER
- . DEPT-10 PENALTY \$44.00

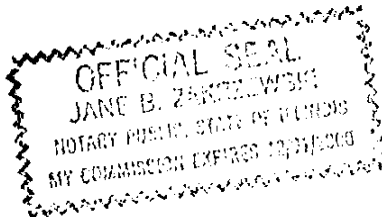
STATE OF Illinois)
COUNTY OF Cook) SS

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Barbara J. K personally known to me to be the Vice President of American Midwest Bank and Trust, an Illinois corporation and personally known to me to be the same person whose name is subscribed to the foregoing instrument as Transferee of Subsequent Borrower, appeared before me this day in person and acknowledged that as such Vice President he/she signed and delivered the said instrument pursuant to the authority duly given, as his/her free and voluntary act and deed of said corporation, for the uses and purpose therein set forth.

GIVEN under my hand and official seal this 15th day of Aug, 1997.

[Signature]
Notary Public

Commission Expires: 12-1-2000



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ACKNOWLEDGMENTS continued

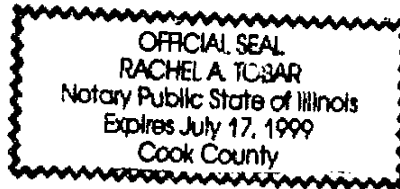
STATE OF ILLINOIS)
)
COUNTY OF Cook) SS

I, Rachel Tobak, 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 as an Old Beneficiary, appeared before me this day in person and acknowledged that as such _____ he signed and delivered the said instrument pursuant to the authority duly given, as his free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 1 day of August, 1997.

Rachel A. Tobak
Notary Public

Commission Expires: 7-17-99



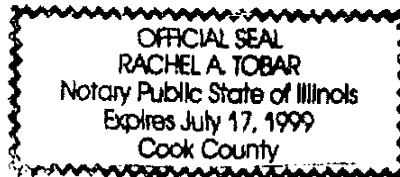
STATE OF ILLINOIS)
)
COUNTY OF Cook) SS

I, Rachel Tobak, 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 as an Old Beneficiary, appeared before me this day in person and acknowledged that as such _____ he signed and delivered the said instrument pursuant to the authority duly given, as his free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 1 day of August, 1997.

Rachel A. Tobak
Notary Public

Commission Expires: 7-17-99



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ACKNOWLEDGMENTS continued

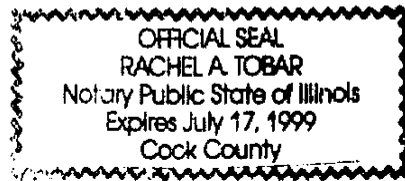
STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, RACHEL TOBAR, 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 as an Old Beneficiary, appeared before me this day in person and acknowledged that as such _____ he signed and delivered the said instrument pursuant to the authority duly given, as his free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 1 day of August, 1997.

Rachel A. Tobar
Notary Public

Commission Expires: 7-17-97



STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, RACHEL TOBAR, 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 as an Old Beneficiary, appeared before me this day in person and acknowledged that as such _____ he signed and delivered the said instrument pursuant to the authority duly given, as his free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 1 day of August, 1997.

Rachel A. Tobar
Notary Public

Commission Expires: 7-17-99



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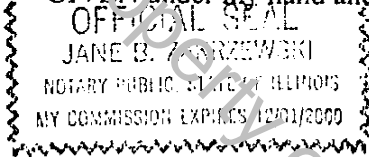
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ACKNOWLEDGMENTS continued

STATE OF Illinois)
)
COUNTY OF Cook) SS

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Barbara J. Kape personally known to me to be the Vice President of Trust Officer American Midwest Bank and Trust, an Illinois corporation and personally known to me to be the same person whose name is subscribed to the foregoing instrument as Transferee of New Borrower, appeared before me this day in person and acknowledged that as such Vice President he/she signed and delivered the said instrument pursuant to the authority duly given, as his/her free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 15th day of Aug., 1997.



Jane B. Zarzewski
Notary Public

Commission Expires: 12-01-2000

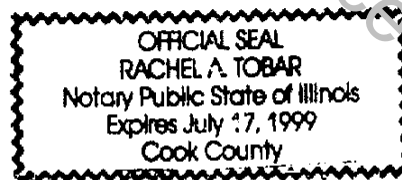
STATE OF ILLINOIS)
)
COUNTY OF Cook) SS

I, Rachel Tobar, 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 as an New Beneficiary, appeared before me this day in person and acknowledged that as such _____ he signed and delivered the said instrument pursuant to the authority duly given, as his free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 15th day of Aug., 1997.

Rachel A. Tobar
Notary Public

Commission Expires: 7-17-99



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