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PREPARED BY AND AFTER
RECORDING RETURN TO:
William B. Phillips, Esq.
Levin, McParland, Phillips & Minetz
180 North Wacker Drive
Chicago, Illinois 60606

9901181



FOR RECORDERS USE ONLY

ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT made as of the 30th day of July, 1999 between HERITAGE CAPITAL VENTURES II, L.L.C., an Illinois limited liability company ("Heritage II") and HERITAGE CAPITAL VENTURES III, L.L.C., an Illinois limited liability company ("Heritage III") for the benefit of COUNTRY LIFE INSURANCE COMPANY, an Illinois corporation (the "Lender").

WITNESSETH:

A. Cole Taylor Bank, not personally, but solely as successor to Harris Trust and Savings Bank, as Trustee under Trust Agreement dated April 9, 1984 and known as Trust No. 42698 ("Trust 42698"), Cole Taylor Bank, not personally, but solely as successor to Harris Trust and Savings Bank, as Trustee under Trust Agreement dated December 1, 1986 and known as Trust No. 43873 ("Trust 43873") and Cole Taylor Bank, not personally, but solely as successor to Harris Trust and Savings Bank, as Trustee under Trust Agreement dated December 30, 1986 and known as Trust No. 44034 ("Trust 44034") have previously executed and delivered to the Lender:

1. a promissory note dated as of February 7, 1996 in the principal amount of Three Million Nine Hundred Seventy-Five Thousand Dollars (\$3,975,000.00) (the "Note") payable to the order of GMAC Commercial Mortgage Corporation, a California corporation ("GMAC");
2. a mortgage dated as of February 7, 1996 and recorded on March 5, 1996 as Document No. 96164975 in Cook County, Illinois (the "Mortgage") which secures the Note;
3. an assignment of rents and leases dated as of February 7, 1996 and recorded on March 5, 1996 as Document No. 96164976 in Cook County, Illinois (the "Assignment of Rents") which secures the Note;
4. specific assignment of leases and rents dated as of February 7, 1996 and recorded on March 5, 1996 as Document No. 96164977 in Cook County, Illinois (the "Specific Assignment");

5. security agreement-chattel mortgage dated as of February 7, 1996 (the "Security Agreement").

B. GMAC has endorsed the Note to the order of the Lender and has assigned all its right, title and interest in and to the Mortgage, Assignment of Rents, Specific Assignment and Security Agreement to the Lender pursuant to an Assignment recorded on March 5, 1996 as Document No. 96164978 in Cook County, Illinois.

C. Trust 42698 and Trust 43873 have agreed to convey to Heritage II the real estate legally described on Exhibit "A" attached hereto ("Parcel 1 and 2") and Trust 44034 has agreed to convey to Heritage III the real estate legally described on Exhibit "B" attached hereto ("Parcel 3"). Parcel 1 and 2 and Parcel 3 are subject to the lien of the Mortgage, the Assignment of Rents and the Specific Assignment and the Security Agreement (collectively the "Loan Documents").

D. As a condition of the Lender consenting to the conveyance of Parcel 1 and 2 and Parcel 3 (collectively the "Real Estate") to Heritage II and Heritage III, respectively, Heritage II and Heritage III have jointly and severally agreed to assume the obligations of Trust 42698, Trust 43873 and Trust 44034 (collectively the "Borrower") under the Note, and the Loan Documents.

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

1. The Lender hereby consents to the sale of the Real Estate by the Borrower to Heritage II and Heritage III (collectively the "Purchasers"), and the Purchasers executing a second mortgage on Parcel 1 and 2 and Parcel 3 as security for indebtedness not to exceed Five Hundred Thousand Dollars (\$500,000.00) (the "Subordinate Financing") and agrees that such sale and Subordinate Financing shall not constitute a default under the Note and the Loan Documents, which consent is expressly conditioned upon the Lender receiving the following items contemporaneously herewith:

a). A fully executed original of this Assumption Agreement, which shall be recorded in Cook County, Illinois;

b). UCC-1 and UCC-2 Financing Statements executed by the Purchasers which shall be filed with the Illinois Secretary of State and recorded in Cook County, Illinois, respectively;

c). Guaranty Agreement executed by Stanley Weissbrot, in form and content as required by the Lender;

d). An endorsement issued by Chicago Title Insurance Company extending the effective date of Chicago Title Insurance Company Policy No. 1409

007598006SK to cover the date of recording of this Agreement, and showing no changes to Schedule B except those acceptable to the Lender;

e). Payment of a processing and assumption fee in the amount of Thirty-Six Thousand Five Hundred Eighty-Four Dollars (\$36,584.00);

f). Opinion of Purchasers' Counsel in form and content acceptable to the Lender.

g). Subordination Agreements with Bluff City Materials, Inc. with respect to the Subordinate Financing in form and content acceptable to the Lender which shall be recorded in Cook County, Illinois;

h). Such other documents reasonably required by the Lender; and

i). Payment of the Lender's out-of-pocket expenses including reasonable attorneys' fees.

2. The Purchasers hereby jointly and severally agree to assume, perform and be bound by each and every agreement, covenant, condition and obligation required to be performed by the Borrower in the Note and the Loan Documents as fully as though the Purchasers had executed the Note and the Loan Documents.

3. The Purchasers and the Lender agree that as of the date of this Agreement the unpaid principal balance on the Note is Three Million Six Hundred Fifty-Eight Thousand Three Hundred Forty-Nine and 09/100 Dollars (\$3,658,349.09) and interest accrued during July, 1999 is in the amount of Twenty-Three Thousand Six Hundred Twenty-Eight and 84/100 Dollars (\$23,628.84). The next principal and interest payment is due August 1, 1999 in the amount of Thirty-Two Thousand Six Hundred Thirty-Five Dollars (\$32,635.00).

4. The Lender acknowledges that to the best of its knowledge, as of the date hereof, there is no default in the Note and/or the Loan Documents, nor has any event occurred which with the giving of notice, if required, and/or the passage of time would constitute a default in the Note and/or the Loan Documents.

5. The Purchasers hereby agree that the Note and the Loan Documents are expressly amended to provide that a default in any of the documents which evidence and secure the Subordinate Financing shall constitute a Non-Monetary Default in the Note and the Loan Documents.

6. This Assumption Agreement shall be construed in connection with the Note and the Loan Documents. Except as may be expressly modified herein, all of the terms, covenants, conditions and agreements set forth in the Note and the Loan Documents shall remain in full force and effect.

7. The Purchasers acknowledge that the consent to the conveyance of the Real Estate by the Borrower to the Purchasers, and the Subordinate Financing, shall not be construed as a waiver by the Lender of its right to approve any future sale, transfer, conveyance or encumbrancing of the Real Estate.

8. Any notices required to be given in connection herewith or in connection with the Loan Documents shall be sufficiently given if either personally delivered, or sent by United States Certified Mail, return receipt requested, postage prepaid, and addressed as follows:

If to the Purchasers: c/o Stanley Weissbrot
2775 Sanders Road, Suite B4
Northbrook, Illinois 60062

With a copy to: Ms. Cynthia Jared
Sachnoff & Weaver
30 South Wacker Drive
Chicago, Illinois 60606

If to the Lender: c/o GMAC Commercial Mortgage Corporation
Suite 400, 100 South Wacker Drive
Chicago, Illinois 60606
Attn: Loan Servicing

All such notices shall be deemed to have been received either the date they are personally delivered, or if mailed, three (3) days after having been mailed as provided above.

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

PURCHASERS:

HERITAGE CAPITAL VENTURES II,
L.L.C., an Illinois limited liability company

By: HERITAGE CAPITAL VENTURES,
L.L.C., an Illinois limited liability
company, its Member

By: Stanley Weissbrot
Stanley Weissbrot, Manager

HERITAGE CAPITAL VENTURES III,
L.L.C., an Illinois limited liability company

By: HERITAGE CAPITAL VENTURES,
L.L.C., an Illinois limited liability
company, its Member

By: Stanley Weissbrot
Stanley Weissbrot, Manager

LENDER:

COUNTRY LIFE INSURANCE COMPANY

By: Richard T. Scott
Title: Asst. Treasurer

ATTEST:

By: Heinz A. Thacker
Title: Asst. Secretary

STATE OF ILLINOIS)

) SS:

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for and residing in said County, in the state aforesaid, DO HEREBY CERTIFY that Stanley Weissbert, Member of HERITAGE CAPITAL VENTURE II, L.L.C., an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Member appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 23rd day of July, 1999.

Lynn A. Nichols
"OFFICIAL SEAL"
Notary Public
LYNN A. NICHOLS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/12/2001

STATE OF ILLINOIS)

) SS:

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for and residing in said County, in the state aforesaid, DO HEREBY CERTIFY that Stanley Weissbert, Member of HERITAGE CAPITAL VENTURE III, L.L.C., an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Member appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 29th day of July, 1999.

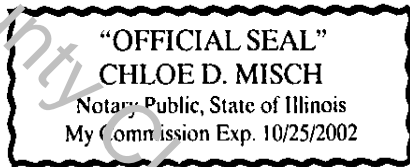
Lynn A. Nichols
"OFFICIAL SEAL"
Notary Public
LYNN A. NICHOLS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/12/2001

STATE OF ILLINOIS)
)
) SS:
COUNTY OF MCLEAN)

I, Chloe D. Misch, a Notary Public in and for and residing in said County, in the state aforesaid, DO HEREBY CERTIFY that Richard L. Scott, Assistant Treasurer of COUNTRY LIFE INSURANCE COMPANY, and Elaine L. Thacker, Assistant Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Treasurer and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that she as custodian of the corporate seal of said Corporation, did affix the said corporate seal of said Corporation to said instrument as her own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27th day of July, 1999.

Chloe D. Misch
Notary Public



Clerk's Office

EXHIBIT "A"
LEGAL DESCRIPTION
(Parcel 1 and 2)

That part of the South 13 acres of the East Half of the Northwest Quarter of Section 15, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows:

Beginning on the South line of said East Half of the Northwest Quarter of Section 15, at a point which is 447 feet East of the West line of said East Half, and running thence North parallel to the West line of said East Half of the Northwest Quarter, a Distance of 222 feet; thence West parallel to the South line of said East Half of the Northwest Quarter, a distance of 203.78 feet to an intersection with the Easterly right of way line of the Chicago, Milwaukee and St. Paul Railroad; thence Southeastwardly along said Easterly right of way line, a distance of 232.73 feet to an intersection with the South line of the East Half of the Northwest Quarter, aforesaid, and thence East along said South line, a distance of 133.75 feet, to the point of beginning, in Cook County, Illinois, except that portion lying within the right of way of Techny Road, in Cook County, Illinois.

Address of Property: **1894-1902 Techny Court, Northbrook, Illinois**
Permanent Index No.: 04-15-101-022

That part of the East Half of the Northwest Quarter of Section 15, Township 42 North, Range 12, East of the Third Principal Meridian, described as follows:

Beginning at a point in the South line of the East Half of the Northwest Quarter of Section 15, 507 feet East of the Southwest Corner thereof and running thence North parallel to the West line of said East Half of said Northwest Quarter, 525.40 feet; thence West parallel to the South line of said Northwest Quarter, 355.65 feet to the Easterly right of way of the Chicago, Milwaukee and St. Paul Railroad; thence Southeasterly along said Easterly right of way line, 317.94 feet to a point 222 feet North of the South line of said Northwest Quarter; thence East parallel to said South line 199.59 feet to a point 447.0 feet East of the West line of said East Half of the Northwest Quarter of said Section 15; thence South parallel to said West line 222 feet to the South line of said Northwest Quarter and thence East along said South 60 feet to the point of beginning in Cook County, Illinois.

Address of Property: **1828-1892 Techny Court, Northbrook, Illinois**
Permanent Index No.: 04-15-101-012

EXHIBIT "B"
LEGAL DESCRIPTION
(Parcel 3)

That part of the South 926.75 feet (as measured along the West line thereof) of the Southwest Fractional Quarter of Section 30, Township 41 North, Range 12, East of the Third Principal Meridian, lying West of a line (hereinafter described as Line "A") drawn from a point on the South line of the Southwest Quarter of said Section; 563.85 feet East of the Southwest Corner (as measured along said South line), to a point on the North line of the South 926.75 feet aforesaid; said point being 564.17 feet East of the West line of the Southwest Quarter of said Section 30 (as measured along said North line); lying Northeasterly of a line drawn from a point on the West line of the Southwest Fractional Quarter of Section 30 (said point being 887.35 feet North of the Southwest Corner of said Section) (as measured along the West line thereof), to a point on the South line of the North half of the Northwest Fractional Quarter of Section 31, Township 41 North, Range 12, East of the Third Principal Meridian, said point being 1,302.14 feet East of the West line of the Northwest Quarter of Section 31 (as measured along the South line (hereinafter described as Line "B")); lying North of the following described line: Beginning at a point on the West line of the Southwest Fractional Quarter of Section 30, said point 50.51 feet North of the South line of said Southwest Quarter measured perpendicular thereto; thence Easterly 203.02 feet to a point 51.11 feet North of the South line of said Southwest Quarter measured perpendicular thereto; thence Southerly along a line parallel with the West line of said Southwest Quarter to a point 45.11 feet North of the South line of said Southwest Quarter measured perpendicular thereto; thence Easterly 360 feet, more or less, to a point hereinabove described as Line "A", said point being 46.9 feet North of the South line of said Southwest Quarter measured perpendicular thereto; lying South of a line at right angles to the heretofore described Line "A" through a point on said Line "A" 285.43 feet South of (as measured on said Line "A") the North line of the heretofore described South 926.75 feet;

Together with a strip of ground 25 feet in width lying Northeast of, parallel to and measured perpendicular to the heretofore described Line "B" and running Northwesterly from the above-described right angle line (285.43 feet South of the North line of said South 926.75 feet as measured on said Line "A"), to the East line of the West 50 feet of the Southwest Fractional Quarter of Section 30, being the East line of the land taken for highway purposes by the County of Cook, Case Number 84L52805, all in Cook County, Illinois.

Address of Property: **100-180 Touhy Court, Des Plaines, Illinois**
Permanent Index No.: **09-03-300-031**