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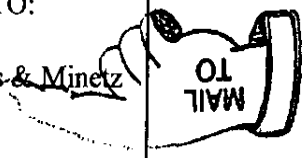
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PREPARED BY AND AFTER  
RECORDING RETURN TO:

1999-08-09 11:14:22  
Cook County Recorder 33.50

William B. Phillips, Esq.  
Levin, McParland, Phillips & Minetz  
180 North Wacker Drive  
Chicago, Illinois 60606



9901178

FOR RECORDERS USE ONLY

**ASSUMPTION AGREEMENT**

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

**WITNESSETH:**

*TW*

A. Cole Taylor Bank, not personally, but solely as successor to Harris Trust and Savings Bank, as Trustee under Trust Agreement dated October 31, 1986 and known as Trust No. 43948 (the "Borrower") has previously executed and delivered to the Lender:

1. a promissory note dated as of December 17, 1997 in the principal amount of Two Million Eight Hundred Thousand Dollars (\$2,800,000.00) (the "Note") payable to the order of the Lender;
2. a mortgage dated as of December 17, 1997 and recorded on December 24, 1997 as Document No. 97967567 in Cook County, Illinois (the "Mortgage") which secures the Note;
3. a specific assignment of leases and rents dated as of December 17, 1997 and recorded on December 24, 1997 as Document No. 97967568 in Cook County, Illinois (the "Specific Assignment");
4. a security agreement-chattel mortgage dated as of December 17, 1997 (the "Security Agreement").

B. The Borrower has agreed to convey to the Purchaser the real estate legally described on Exhibit "A" attached hereto (the "Real Estate") which is subject to the lien of the Mortgage, the Assignment of Rents and the Specific Assignment (collectively the "Loan Documents").

C. As a condition of the Lender consenting to the conveyance of the Real Estate by the Borrower, the Purchaser has agreed to assume the obligations of 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 the Purchaser, and the Purchaser executing a second mortgage of the Real Estate as security for indebtedness not to exceed Five Hundred Thousand Dollars (\$500,000.00) (the "Subordinate Financing") and agrees that such sale and the 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 Purchaser which shall be filed with the Illinois Secretary of State and recorded in Cook County, Illinois, respectively;
- c). Agreement Assuming Personal Liability 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. 710099107 00004873 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 Twenty-Seven Thousand Seventy-Three Dollars (\$27,073.00);
- f). Opinion of Purchaser's counsel in form and content acceptable to the Lender.
- g). Subordination Agreement 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 Purchaser hereby agrees 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 Purchaser had executed the Note and the Loan Documents.

3. The Purchaser and the Lender agree that as of the date of this Agreement the unpaid principal balance on the Note is Two Million Seven Hundred Seven Thousand Two Hundred Sixty-Seven and 64/100 Dollars (\$2,707,267.64) and interest accrued during July, 1999 is Seventeen Thousand Five Hundred Ninety-Seven and 24/100 Dollars (\$17,597.24). The next principal and interest payment is due August 1, 1999 in the amount of Twenty-Three Thousand Seventy-Three Dollars (\$23,073.00).

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 Purchaser hereby agrees 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 Purchaser acknowledges that the consent by the Lender to the conveyance of the Real Estate by the Borrower to the Purchaser, 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 Purchaser:

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 ben mailed as provided above.

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

PURCHASER:

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

By: HERITAGE CAPITAL VENTURES, L.L.C.  
its Member

By: Stanley Weissbrot  
Stanley Weissbrot, Manager

LENDER:

COUNTRY LIFE INSURANCE COMPANY

By: Richard J. Scott  
Title: Asst. Treasurer

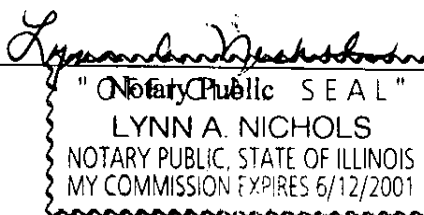
ATTEST:

By: Eraine G. 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 WIESSBROT, Manager of HERITAGE CAPITAL VENTURES, L.L.C., an Illinois limited liability company, the Member of HERITAGE CAPITAL VENTURES I, L.L.C., 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 29<sup>th</sup> day of July, 1999.



STATE OF ILLINOIS )  
                                  )     SS:  
COUNTY OF             )

I, \_\_\_\_\_, a Notary Public in and for and residing in said County, in the state aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, \_\_\_\_\_ President of COUNTRY LIFE INSURANCE COMPANY, and \_\_\_\_\_ 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 \_\_\_\_\_ President and \_\_\_\_\_ 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 \_\_\_\_\_ Secretary did also then and there acknowledge that \_\_\_\_\_, as custodian of the corporate seal of said Corporation, did affix the said corporate seal of said Corporation to said instrument as \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 1999.

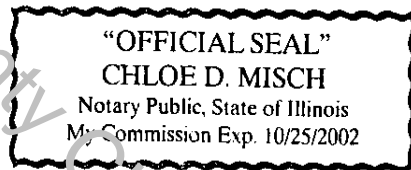
\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS )  
 )  
COUNTY OF MCLEAN ) SS:

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



Property of Cook County Clerk's Office

EXHIBIT "A"  
LEGAL DESCRIPTION

Lots 10, 11 and 12 in Krohn's Chestnut Avenue Subdivision of parts of the Northwest 1/4 of Section 26 and the Northeast 1/4 of Section 27, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Address of Property: **1997-2019 and 1941-1989 Johns Drive, Glenview, Illinois**  
Permanent Index No.: 04-27-203-009, 04-27-203-010, 04-27-203-008

Property of Cook County Clerk's Office