

# UNOFFICIAL COPY

## EXTENSION AGREEMENT

EXTNAGR.DOC



Doc#: 0509706128  
Eugene "Gene" Moore Fee: \$32.50  
Cook County Recorder of Deeds  
Date: 04/07/2005 01:33 PM Pg: 1 of 5

### Return to:

Albany Bank and Trust Company N.A.  
3400 W. Lawrence Ave.  
Chicago, Illinois 60625  
or **BOX 35**

This indenture, made this March 8, 2005 by and between Albany Bank and Trust Company N.A. the holder and owner of the Mortgage or Trust deed hereinafter described ("Mortgage") and LaSalle Bank National Association, successor Trustee to American National Bank and Trust Company of Chicago U/T/A 65395 representing himself or themselves to be the owner or owners of the real estate hereinafter and in said Trust Deed or Mortgage described ("owner"). WITNESSETH:

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal promissory Note or Notes of LaSalle Bank National Association, successor Trustee to American National Bank and Trust Company of Chicago dated November 8, 1999, secured by a Mortgage(s) or Trust deed(s) in the nature of Mortgage(s) recorded December 7, 1999, in the office of the Recorder of Cook County, Illinois as document No. 09138007 conveying to Albany Bank and Trust Company N.A. certain real estate in Cook County, Illinois described as follows:

SEE ADDENDUM "A" ATTACHED HERETO AND MADE A PART HEREOF

2. The amount remaining unpaid on the indebtedness is \$ 134,283.09.

3. Said remaining indebtedness of \$ 134,283.09 shall be paid on or before October 1, 2006, and the Owner in consideration of such extension promises and agrees to pay the entire indebtedness secured by said Mortgage(s) or Trust deed(s) as therein provided, as hereby extended, at the rate of 6.50 percent per annum in installments as follows: One Thousand Ninety Eight and 12/100 Dollars on the first day of May, 2005 and One Thousand Ninety Eight and 12/100 Dollars on the first day of each month thereafter until maturity of said principal sum as hereby extended at the aforementioned rate of interest together with the aforesaid sum, if any and interest after maturity at the higher of the then existing rate or at the rate of Albank Prime plus 4% per annum. Said payments are to be made at such banking house or trust company in the City of Chicago, Illinois as the legal holder or holders of the principal Note or Notes secured by said Trust Deed(s) or Mortgage(s) may from time to time in writing appoint, and in absence of such appointment then at ALBANY BANK AND TRUST COMPANY N.A., 3400 W. Lawrence Avenue, Chicago, Illinois.

4. If any part of said indebtedness or interest thereon be not paid at the maturity thereof as herein provided, or if default in the performance of any other covenant of the Owner shall continue for three days after written notice thereof, the entire principal sum secured by said Mortgage(s) or Trust Deed(s), together with the then accrued interest thereon shall, without notice, at the option of the holder or holders of said principal Note or Notes, become and be due and payable, in the same manner as if extension had not been granted.

5. The Owners are prohibited from selling, conveying, assigning the beneficial interest in and to, entering into Articles of Agreement for the sale of, leasing, renting, or in any manner transferring title to the mortgaged premises without the prior written consent of the mortgagee. Failure to obtain prior written consent shall constitute a default hereunder entitling the mortgagee to declare the whole of the debt immediately due and payable.

6. A late charge in the amount of 5 (five) percent of this monthly payment due hereunder will be assessed for any payment made more than 15 (fifteen) days after due date.

7. This loan is payable in full at the end of 18 months. At maturity, or if the holder or holders of the Note demand payment the entire principal balance of the loan and unpaid interest then due shall be paid forthwith. The holder or holders of the Note are under no obligation to refinance the loan at that time. The Owner therefore will be required to make payment out of other

# UNOFFICIAL COPY

assets, or will have to find a lender willing to lend the money at prevailing market rates which may be considerably higher than the interest rate on this loan.

8. This Agreement is supplementary to said Mortgage(s) or Trust Deed(s). All the provisions of the principal Note or Notes, including the right to declare principal and accrued interest due for any cause specified in said Mortgage(s) or Trust Deed(s) or Notes, including any prepayment privilege unless herein expressly provided for, shall remain in full force and effect except as herewith expressly modified. The Owner agrees to perform all the covenants in said Mortgage(s) or Trust Deed(s). The provisions of this indenture shall inure to the benefit of any holder of said principal Note or Notes and Interest Notes and shall bind the heirs, personal representatives and assigns of the Owner. The Owner hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois with respect to said real estate. If the Owner consists of two or more persons or entities, their liability hereunder shall be joint and several.

9. The Mortgagee under the Mortgage(s) or Trust Deed(s) extended herein shall execute this document solely as a party to the agreement and reserves the right of acceptance of this agreement subject to receipt of an acceptable endorsement to a title insurance policy covering the recording of this agreement, showing conditions of title which are acceptable to the Mortgagee.

10. The Beneficiary of Borrower/Guarantor may be required to provide Albank with annual personal financial statements and annual business statements during the term of the loan. Additionally, the Borrower/Guarantor will be required to provide Albank with annual operating statements for the property. These statements minimally will show the total rental income for the subject property as well as the annual expenses. All statements, as well as any supporting documentation i.e. leases, estoppel letters, financial statements on major tenants, or other information Albank may require, shall be in the hands of Albank within 90 days after the close of the year end. Personal Financial Statements shall be due on the anniversary date of the loan.

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year first above written.

LaSalle Bank National Association, Successor Trustee  
To American National Bank & Trust Company of Chicago  
U/T/A 65395 as aforesaid and not personally

By: [Signature]  
Trust Officer

Attest: [Signature]  
Vice-President

ALBANY BANK AND TRUST COMPANY N.A.

By: [Signature]  
Vice-President

Attest: [Signature]  
Sr. Vice-President

This instrument is executed by LASALLE BANK National Association, and is hereby fully and validly executed, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations and conditions to be performed by LASALLE BANK National Association, as herein made are hereby acknowledged and agreed to by the undersigned herein, and the undersigned hereby certifies that the same are true and correct, and no legal liability shall be asserted or be enforceable against LASALLE BANK National Association by reason of any of the terms, provisions, stipulations or conditions contained herein.

# UNOFFICIAL COPY

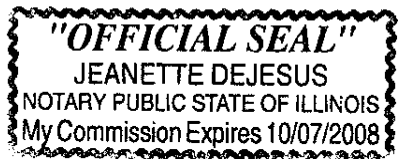
STATE OF ILLINOIS)  
  )SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ~~Michael A. Bentcover of ALBANY BANK AND TRUST COMPANY N.A. and Gary A. Worcester of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Sr. Vice President 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 Bank, for the uses and purposes therein set forth, and the said officers then and there acknowledged that said officers, as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said officers own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

*the above named  
Michael A. Trust Officer  
and Vice  
President  
of LaSalle  
Bank,  
National  
Association*

GIVEN under my hand and notarial seal this 25 day of March 2005.

*Jeanette DeJesus*  
\_\_\_\_\_  
Notary Public



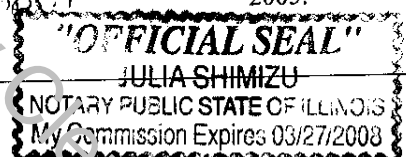
STATE OF ILLINOIS)  
  )SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County and State aforesaid; DO HEREBY CERTIFY that the above named ~~Trust officer and Vice President of LaSalle Bank National Association, successor Trustee to American National Bank and Trust Company of Chicago~~ who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, 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 Bank as Trustee aforesaid for the uses and purposes therein set forth, and the said Vice-President then and there acknowledged that as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee aforesaid, for the uses and purposes herein set forth.

*Vice  
President  
and  
Senior  
Vice  
President*

Given under my hand and notarial seal this 1st day of April 2005.

*Julia Shimizu*  
\_\_\_\_\_  
Notary Public



RETURN TO: Box 35

Albany Bank and Trust Company N.A.  
3400 W Lawrence Avenue  
Chicago, Illinois 60625

THIS DOCUMENT PREPARED BY:  
Michael A. Bentcover  
Albany Bank and Trust Company N. A.  
3400 W Lawrence Avenue  
Chicago, Illinois 60625

**UNOFFICIAL COPY****EXHIBIT "A"**

PARCEL 1: LOTS 31 AND 32 (EXCEPT THE NORTHERLY 3.9 FEET THEREOF) IN OGDEN AND PLAINFIELD ROAD SUBDIVISION OF PART OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 23 AND THAT PART OF LOTS 24, 25 AND 26 THAT LIES WEST OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID LOT 26 SAID POINT BEING 14.06 FEET EASTERLY (AS MEASURED ON THE NORTHWESTERLY LINE OF LOT 26) FROM THE NORTHWEST CORNER OF LOT 26; THENCE SOUTH ON A STRAIGHT LINE 157.62 FEET TO A POINT 25 FEET EASTERLY (AS MEASURED ON THE SOUTHEASTERLY LINE OF LOT 24) OF THE SOUTHWEST CORNER OF LOT 24 ALL IN OGDEN AND PLAINFIELD ROAD SUBDIVISION OF PART OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: ALL THE EASTERLY AND WESTERLY 16 FOOT VACATED ALLEY, SAID ALLEY VACATED BY DOCUMENT NUMBER 17841079 RECORDED APRIL 28, 1960 AND DATED APRIL 19, 1960 LYING SOUTHERLY OF AND ADJOINING LOT 31 AND NORTHERLY OF AND ADJOINING LOTS 23 AND 26 BOTH INCLUSIVE, AND LYING WESTERLY OF THE WEST LINE OF LAND CONVEYED TO THE COUNTY OF COOK IN DOCUMENT NUMBER 11934103 AND LYING EASTERLY OF THE EAST LINE OF FERN AVENUE AS DEDICATED BY PLAT OF SUBDIVISION, ALL IN OGDEN AND PLAINFIELD ROAD SUBDIVISION OF PART OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, RECORDED SEPTEMBER 15, 1923 AS DOCUMENT NUMBER 8104900, IN COOK COUNTY, ILLINOIS.

PARCEL 4: THE WEST ½ OF THE NORTH AND SOUTH 16 FOOT VACATED ALLEY, SAID ALLEY VACATED BY DOCUMENT NUMBER 17202237 RECORDED MAY 12, 1958 LYING EAST OF AND ADJOINING LOTS 31 AND 32, LYING SOUTH OF THE SOUTH LINE OF THE NORTH 3.9 FEET OF LOT 32 EXTENDED EAST AND LYING NORTHWESTERLY OF A LINE BEGINNING AT THE SOUTHEAST CORNER OF LOT 31; THENCE NORTHEASTERLY OF THE SOUTHWEST CORNER OF LOT 30 ALL IN OGDEN AND PLAINFIELD ROAD SUBDIVISION OF PART OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 18-02-113-008, 18-02-113-010, 18-02-113-011, 18-02-113-012,  
18-02-113-013, 18-02-113-015, 18-02-113-018

COMMONLY KNOWN AS: 4146 S FIRST AVENUE, LYONS, IL

# UNOFFICIAL COPY

This EXTENSION AGREEMENT is executed by the undersigned, LaSalle Bank National Association, successor Trustee to American National Bank and Trust Company of Chicago not individually but solely as Trustee, as aforesaid, and said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this EXTENSION AGREEMENT shall be payable only out of the trust property which is the subject of this EXTENSION AGREEMENT, and it is expressly understood and agreed by the parties hereto, notwithstanding anything herein contained to the contrary that each and all of the undertakings and agreements herein made are made and intended not as personal undertakings and agreements of the Trustee, or for the purpose of binding the Trustee personally, but this EXTENSION AGREEMENT is executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforced against said Trustee on account of any undertaking or agreement herein contained, either expressed or implied or for the validity or condition of the title to said property, or for any agreement with respect thereto. Any and all personal liability of LaSalle Bank National Association, as successor Trustee to American National Bank and Trust Company of Chicago is hereby expressly waived by the parties hereto, and their respective successor and assigns.

Dated at Chicago, Illinois this 3/25/05

LaSalle Bank National Association, Successor Trustee to American National Bank and Trust Company of Chicago, not personally, but solely as Trustee as aforesaid, pursuant to terms of that TRUST AGREEMENT dated August 1, 1985 bearing the TRUST NUMBER 65395

BY: Lion Wilburn  
Trust Officer

ATTEST: LaSalle Bank National Association  
Vice President

Property of Cook County Clerk's Office