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0520848152

Doc#: 0520848152  
Eugene "Gene" Moore Fee: \$40.00  
Cook County Recorder of Deeds  
Date: 07/27/2005 03:17 PM Pg: 1 of 9

This instrument prepared by and after recording return to:

Alvin J. Helfgot  
Deutsch, Levy & Engel, Chtd.  
225 West Washington Street  
Suite 1700  
Chicago, IL 60606

Address of Property:

Parcel 1: 1110 Pleasant Street  
Oak Park, IL

Parcel 2: 219 S. Marlon Street  
Oak Park, IL

Parcel 3: 123 S. Marlon Street  
Oak Park, IL

PIN: Parcel 1:

- 16-07-301-004
- 16-07-301-014
- 16-07-301-005
- 16-07-301-006

Parcel 2: 16-07-308-012

Parcel 3: 16-07-301-013

02-38578

PRAIRIE TITLE INC.  
21 NORTH AVENUE  
OAK PARK, IL 60302

THIRD EXTENSION AGREEMENT

This THIRD EXTENSION AGREEMENT (this "Agreement") is dated as of the 1st day of April, 2005, by and among LASALLE BANK NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 18, 1998 AND KNOWN AS TRUST NO. 300957-07 and not personally ("Mortgagor No. 1"), LASALLE BANK NATIONAL ASSOCIATION AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 22, 1998 AND KNOWN AS TRUST NO. 30100804 and not personally (Mortgagor No. 2") (Mortgagor No. 1 and Mortgagor No.2 are collectively

5/5/2005  
Extension Agreement (3)

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referred to herein as the "Mortgagors"), and R. P. FOX AND ASSOCIATES, INC., an Illinois corporation (the "Borrower"), and THE PRIVATEBANK AND TRUST COMPANY ("Mortgagee").

**WITNESSETH:**

WHEREAS, on or about March 22, 2002, Mortgagee provided a \$7,000,000.00 revolving line of credit to Borrower (the "Loan") evidenced by that certain Revolving Line of Credit Note payable to Mortgagee dated March 22, 2002 in the principal amount not to exceed \$7,000,000.00, the maturity of which Note was extended to April 1, 2004, pursuant to that certain Extension Agreement dated as of April 1, 2003, and further extended to April 1, 2005, pursuant to that certain Extension Agreement dated as of April 11, 2004 (the "Note"); and

WHEREAS, the Note is secured, in part, by a certain Mortgage, Security Agreement and Assignment of Rents and Leases dated as of March 22, 2002, executed by Mortgagor No. 1 in favor of Mortgagee, and recorded with the Cook County Recorder (the "Recorder") on April 11, 2002 as Document No. 0020418829, which Mortgage encumbers certain real estate located in Cook County, Illinois, and legally described as Parcels 1 and 2 on Exhibit "A" attached hereto (the "Mortgaged Premises"); and

WHEREAS, the Note is also secured, in part, by a certain Mortgage, Security Agreement and Assignment of Rents and Leases dated as of March 22, 2002, executed by Mortgagor No. 2 in favor of Mortgagee, and recorded with the Recorder on April 11, 2002, as Document No. 0020418830, which Mortgage encumbers certain real estate located in Cook County, Illinois, and legally described as Parcel 3 on Exhibit A attached hereto; and

WHEREAS, Borrower has requested, and Mortgagee has agreed to a further extension of the maturity of the Note to September 1, 2006.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. The foregoing recitals are hereby incorporated by this reference into this Agreement. All defined terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Loan Instruments.
2. The maturity of the Note is hereby extended until September 1, 2006.
3. Interest shall continue to be made monthly, on the 1<sup>st</sup> day of each month,

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Extension Agreement (3)

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and at maturity.

4. Nothing herein contained shall impair the Note, Mortgages, Guaranty or any other documents that evidence or secure the Loan (the "Other Loan Documents") in any way, nor alter, waive, annul, vary, nor affect any provision or condition therein contained except as expressly herein provided, nor affect or impair any right, power or remedy of Mortgagee. It is the intention of the parties hereto that the terms and provisions of the Note, Mortgage, Guaranty, and the Other Loan Documents shall continue in full force and effect except as expressly modified in connection herewith.

5. Mortgagors and Borrower hereby acknowledge that (i) as of the date hereof, neither the Mortgagors nor Borrower has any defense, offset or counterclaim with respect to the payment of any sum owed to Mortgagee, or with respect to any covenant in the Mortgages or the Other Loan Documents; (ii) Mortgagors and Borrower hereby remake and ratify all representations, warranties and agreements made by them in and upon the execution and delivery of the Note, Mortgages and the Other Loan Documents.

6. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

7. No extension, change, modification or amendment of any kind or nature whatsoever, to or of this Agreement shall be made or claimed by Mortgagors or Borrower, and no notice of any extension, change, modification or amendment, made or claimed by Mortgagors or Borrower shall have any force or effect whatsoever unless the same shall be reduced to writing and signed by the parties.

8. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

9. This Agreement shall become effective upon delivery to the Bank of (i) a Reaffirmation and Modification of Guaranty executed by Ronald P. Fox and Fox Partners, L.P., an Illinois limited partnership, and (ii) payment to the Mortgagee of all out-of-pocket costs incurred by the Mortgagee, including reasonable attorney's fees, in connection with the extension of the maturity of the Loan.

10. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. This Extension Agreement is executed by LaSalle Bank National Association, as Successor Trustee to American National Bank and Trust Company of Chicago, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby

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warrants in its individual capacity that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on LaSalle Bank National Association personally to pay the Note or any interest that may accrue thereon, or any other indebtedness accruing hereunder, or to perform any covenant, either express or implied herein contained, except the warranty contained in this exculpatory paragraph, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, provided that nothing herein contained shall be construed in any way so as to affect or impair the lien of this Mortgage or Mortgagee's right to foreclosure thereof or the enforceability or validity of any terms or provisions of the Other Loan Documents, or construed in any way so as to limit any of the rights and remedies of Mortgagee in any such foreclosure proceedings or other enforcement of the payment of the Note or other indebtedness due Mortgagee out of the security given thereof.

**All signatures are on the following page.**

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers as of the day and year first above written.

R. P. FOX AND ASSOCIATES, INC.

By: 


Printed Name and Title: Michael Fox VP

THE PRIVATEBANK AND TRUST COMPANY

By: 

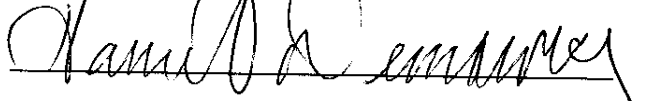
Printed Name and Title: Stacey J. Chlebana, PRIVATE BANKING OFFICER

LASALLE BANK NATIONAL ASSOCIATION,  
as Successor Trustee to AMERICAN  
NATIONAL BANK AND TRUST COMPANY  
OF CHICAGO, as Trustee under Trust  
Agreement dated February 18, 1998 and  
known as Trust No. 300957-07 and not personally

By: 

Printed Name and Title: Harriet Denisewicz - Trust Officer

LASALLE BANK NATIONAL ASSOCIATION,  
as Successor Trustee to AMERICAN  
NATIONAL BANK AND TRUST COMPANY  
OF CHICAGO, as Trustee under Trust  
Agreement dated September 22, 1998 and  
known as Trust No. 30100804 and not personally

By: 

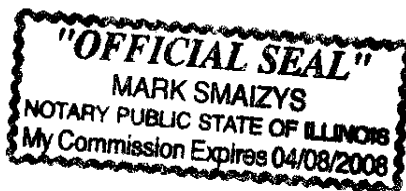
Printed Name and Title: Harriet Denisewicz - Trust Officer





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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )



I HEREBY CERTIFY that as of the 1st day of April, 2004, before me personally appeared Saeng Chubong, the Private Bank Officer of (Name) (Title)

The PrivateBank and Trust Company, to me known to be the same person who signed the foregoing instrument as his/her free act and deed as such officer for the use and purpose therein mentioned, and that the said instrument is the act and deed of said bank.

Given under my hand and official seal as of the 1st day of April, 2005.

[Signature]  
Notary Public

My Commission Expires: 4-8-08

Property of Cook County Clerk's Office



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## EXHIBIT A

### LEGAL DESCRIPTION

PARCEL 1: LOTS 12, 13, 14 AND 15 IN BLOCK 1 AND LOT 5 IN BLOCK 2 IN SCOVILLE'S AND NILES ADDITION TO OAK PARK, A SUBDIVISION OF THE WEST ½ OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 10 IN BLOCK 1 IN SCOVILLE AND NILES ADDITION TO OAK PARK, BEING A SUBDIVISION OF THE WEST 40 ACRES OF THE SOUTHWEST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY.

PARCEL 3: LOT 9 AND THE NORTH 2 FEET OF LOT 12 IN BLOCK 4 OF SCOVILLE AND NILES ADDITION TO OAK PARK, BEING A SUBDIVISION OF THE WEST 40 ACRES OF THE SOUTHWEST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY.