



Doc#: 0620142131 Fee: \$36.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/20/2006 01:56 PM Pg: 1 of 7

Property of Cook County Clerk's Office

EXTENSION AGREEMENT

Dated as of

June 30, 2006,

BETWEEN

Chicago Title Land Trust Company, Successor Trustee to
LaSalle National Trust, N.A. not personally but as Trustee
AS MORTGAGOR

AND

HARRIS N.A., AS SUCCESSOR BY MERGER WITH
HARRIS HINSDALE, N.A., AS MORTGAGEE

This instrument was prepared by and
when recorded return to:

Michelle A. Covert
Harris N.A.
111 West Monroe Street, 2W
Chicago, Illinois 60603

Box 400-CTCC

1410-7576495, PL3, D7

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EXTENSION AGREEMENT

This Extension Agreement (the "*Extension*"), dated as of June 30, 2006, is entered into between Chicago Title Land Trust Company, Successor Trustee to LaSalle National Trust, N.A., not personally, but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated December 10, 1969 and known as Trust Number 40233 (hereinafter referred to as "*Mortgagor*"), with a mailing address of 181 West Madison Street, 17th Floor, Chicago, Illinois 60602, and HARRIS N.A., AS SUCCESSOR BY MERGER WITH HARRIS BANK HINSDALE, N.A. (hereinafter referred to as "*Mortgagee*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603;

WITNESSETH THAT:

WHEREAS, Tennis Corporation of America (the "*Borrower*") is justly indebted to Mortgagee pursuant to the terms of a Business Loan Agreement dated as of September 22, 2004, between Borrower and Mortgagee (said Business Loan Agreement, as the same may be amended, modified, or restated from time to time, being hereinafter referred to as the "*Loan Agreement*"), and the Promissory Note of Borrower issued pursuant to the terms thereof in the principal amount of \$1,800,000 payable to the order of Mortgagee, pursuant to which Borrower promises to pay said principal sum together with interest at the rates and at the times provided for therein, with a final payment of all principal and interest not sooner required to be made of December 28, 2006 (said Promissory Note, as the same may be amended or modified from time to time, including any and all notes issued in extension or renewal thereof or in substitution or replacement therefor, being hereinafter referred to as the "*Note*"); and

WHEREAS, Mortgagor heretofore executed and delivered to Mortgagee that certain Mortgage and Security Agreement with Assignment of Rents dated as of June 28, 1994, and recorded in the Recorder's Office of Cook County, Illinois on June 30, 1994, as Document No. 94574911, and that certain Modification of Mortgage dated as of June 30, 1996, and recorded in the Recorder's Office of Cook County, Illinois on August 5, 1996 as Document No. 96611180, and that certain Modification of Mortgage dated as of September 22, 2004, and recorded in the Recorder's Office of Cook County, Illinois on March 9, 2005 as Document No. 0506826032 (the Mortgage and Security Agreement with Assignment of Rents, as amended and modified, hereafter referred to as the "*Mortgage*"), which Mortgage currently encumbers the real property described on Schedule I attached hereto and made a part hereof, in order to secure, among other things, the Note; and

WHEREAS, Borrower is concurrently herewith entering into an Amendment to Business Loan Agreement and Promissory Note with the Mortgagee dated on or about the date hereof (the "*Amendment*") whereby the parties have agreed, among other things, to extend the final maturity date of the Note to December 28, 2008; and

WHEREAS, as a condition precedent to the Amendment and making certain other financial accommodations to the Borrower, Mortgagee requires Mortgagor, and to accommodate that requirement Mortgagor desires by this Extension, to confirm and assure that all of the real estate and other properties, rights, interests, and privileges of Mortgagor which are currently

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subject to the lien of the Mortgage be and constitute collateral security for the Note as extended; and

NOW, THEREFORE, for and in consideration of the execution and delivery by Borrower of the Amendment, and other good and valuable consideration, receipt whereof is hereby acknowledged, Mortgagor and Mortgagee hereby agree as follows:

1. It is hereby agreed that all the indebtedness evidenced by the Note as extended by the Amendment shall be secured by the Mortgage in the same manner as if such indebtedness was specifically described in the Mortgage as indebtedness secured thereby. All references to the Note and the maturity date of the Note contained in the Mortgage shall be deemed to be references to the Note and the maturity date of the Note as extended pursuant to the Amendment referred to above (as the same may be further amended or modified from time to time, and including any and all notes issued in extension or renewal thereof or in substitution or replacement thereof).

2. This Extension Agreement is supplementary to the Mortgage. All provisions of the Mortgage, the Loan Agreement, and the Note, including the right to declare the principal and accrued interest due thereon for any cause specified therein, shall remain in full force and effect, it being the expressed intent of the parties that the indebtedness heretofore described is not discharged but merely extended pursuant to the terms of this Extension. The provisions of this Extension shall inure to the benefit of any holder of the Note and shall bind the heirs, personal representatives, successors and assigns of the Mortgagor.

3. This Extension may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, and all such counterparts taken together shall be deemed to constitute one and the same instrument.

4. Any note, instrument, or other document that refers to the Mortgage is deemed a reference to the Mortgage as amended hereby and does not need to refer to this Extension. This instrument shall be governed by, and construed in accordance with, the laws of the State of Illinois.

This Extension Agreement is executed by Chicago Title Land Trust Company (as successor Trustee under Trust No. 40233 dated as of December 10, 1969), not personally but 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 warrants that it possesses full power and authority to execute this Extension Agreement), and it is expressly understood and agreed that nothing herein or in the Mortgage or the Loan Agreement or the Note contained shall be construed as creating any liability on said Trustee personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing under the Mortgage, or to perform any covenant, either expressed or implied, herein or in the Mortgage contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as said Trustee personally is concerned, the legal holder or holder of the Notes and owner or owners of any indebtedness accruing thereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien created by the

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Mortgage, in the manner herein or in the Note provided, or by action to enforce the personal liability of the Borrower of the indebtedness hereby secured or by proceeding against any other collateral security therefore.

IN WITNESS WHEREOF, Chicago Title Land Trust Company (successor Trustee under Trust No, 40233 dated as of December 10, 1969), not personally but as Trustee as aforesaid, has caused these presents to be signed by its ASST. VICE PRESIDENT, the day and year first above written.

CHICAGO TITLE LAND TRUST COMPANY, as
successor trustee to LASALLE NATIONAL
TRUST, N.A., as Trustee aforesaid and not
personally

By Lynda S. Barrie
Printed Name LYNDA S. BARRIE
Title ASST. VICE PRESIDENT.

Accepted and agreed to in Chicago, Illinois, as of the day and year first above written.

HARRIS N.A., as successor by merger with
HARRIS BANK HINSDALE, N.A.

By Thomas Smith
Printed Name Thomas Smith
Title Vice President

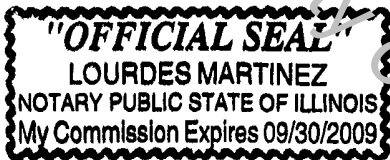
It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein contained on the part of the Trustee with in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are null and void and of no effect inasmuch as the personal liability, indemnity, representation, covenant, and agreement of said Trustee in the performance of the property or service of said Trustee is not a personal liability, indemnity, representation, covenant or agreement of said Trustee in its own right, but only in the exercise of its powers and duties as a trustee and the personal liability or personal responsibility is assumed by the individual and not assumed or incurred by the undersigned lead trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, the undersigned, Notary Public in and for said County, in the State aforesaid, do hereby certify that LYNDA S. BARRIE, ASST. VICE PRESIDENT of Chicago Title Land Trust Company, who is personally known to me to be the same persons whose names are scribed to the foregoing instrument as such ASST. VICE PRESIDENT appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said association for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 3rd day of July, 2006.



Lourdes Martinez
Notary Public
Lourdes Martinez
(Type or Print Name)

(NOTARIAL SEAL)

My Commission Expires:

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, MICHELLE A. COVERT, Notary Public in and for said County, in the State aforesaid, do hereby certify that THOMAS SMITH, VICE PRESIDENT of Harris N.A., a national banking association, who is personally known to me to be the same persons whose names are scribed to the foregoing instrument as such VICE PRESIDENT appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said association for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of JULY, 2006.



Michelle A. Covert
Notary Public

MICHELLE A. COVERT.
(Type or Print Name)

(NOTARIAL SEAL)

My Commission Expires:

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SCHEDULE I

LEGAL DESCRIPTION

LOT 6 IN OWNERS' SUBDIVISION OF LOT 12 IN ASSESSOR'S SUBDIVISION OF PART OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 73 FEET OF SAID LOT 12) AS PER PLAT RECORDED SEPTEMBER 27, 1918 AS DOCUMENT NUMBER 6398589 IN COOK COUNTY, ILLINOIS.

Property Address: 2020 W Fullerton
Chicago, Illinois
P.I.N. No.: 14-30-319-015-0000

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