THIS INSTRUMENT PREPARED BY: AND RECORD AND RETURN TO:

Alvin J. Helfgot Deutsch, Levy & Engel, Chtd. 225 West Washington Street Suite 1700 Chicago, IL 60606 (312) 346-1460

Address of Property: 2061 - 2103 N. Kedzie Chicago, IL

PIN Nos.: 13-36-113 110-0000

13-36-113-011-0000 13-36-113-012-0000

13-36-113-013-0000

Doc#: 0723550026 Fee: \$36.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/23/2007 02:01 PM Pg: 1 of 7

For Recorder's Use Only

EXTENSION AGREEMENT

THIS EXTENSION AGREEMENT (this "Agreement") made as of August 8, 2007, by and between 2061 N. KEDZIE, LLC, an Illinois limited liability company (the "Mortgagor"), and COMMUNITY FIRST PANK-CHICAGO (the "Mortgagee"), witnesseth:

RECITALS

Pursuant to the certain Construction Loan Agreement entered into as of August 8, 2006, by and among, Borrower, Guarantors and Bank (the "Loan Agreement") Borrower executed a Promissory Note dated August 8, 2006, in the principal amount of Nine Million Fifty Thousand Dollars (\$9,050,000.00) made payable to Mortgagee (the "Note"), which Note matures on August 8, 2007.

Repayment of the Note is secured, in part, by that certain Mortgage, Security Agreement and Assignment of Rents and Leases, executed by Mortgagor, dated August 8, 2006 and recorded in the Office of the Recorder of Cook County, Illinois (the "Recorder") on August 10, 2006, as Document No. 0622234088, and legally described on Exhibit "A" attached hereto.

Mortgagor has requested and the Mortgagee has agreed to extend the maturity of the Note until February 8, 2008 on the terms and conditions stated below.

254406.3

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. The recital provisions are incorporated herein by reference and made a part hereof.
- 2. All capitalized terms which are not defined herein shall have the definitions set forth in the Loan Agreement.
- 3. Interest on the unpaid principal balance shall continue to be paid monthly, or the $8^{\rm th}$ day of each month.
- 4. The maturity date of the Note is extended from August 8, 2007 to February 8, 2006 at which time the entire unpaid principal balance, plus all accrued and urpaid interest, shall be due and payable.
- 5. Nothing herein contained shall in any manner whatsoever impair the Note, the Mortgage, the Loan Agreement and the other Loan Documents, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above-mentioned documents, nor affect or impair any rights, powers, or remedies of Mortgagee under any of the above-mentioned documents. Except as hereinabove otherwise provided, all terms and provisions of the Note, Loan Agreement Mortgage, and all of the other Loan Documents, shall remain unchanged and in full force and effect and shall be binding upon the parties hereto, their successors and assigns.
- 6. Mortgagor represents and warrants to Mortgagee that, to the best of its knowledge, as of the date hereof, no Event of Default or event or condition which could become an Event of Default with the giving of notice or passage of time or both, exists under the Note, Lean Agreement, Mortgage, or any of the other Loan Documents.
- 7. The extension of the maturity of the Note as provided for herein shall be effective upon the complete satisfaction of the following conditions:
 - a. Execution and delivery to the Mortgagee of this Agreement.
 - b. Execution and delivery to the Mortgage of a Reaffirmation of Guaranty.
 - c Evidence of good standing of the Mortgagor and Brighton Development, LLC, in the State of Illinois.

d Payment to the Mortgagee of \$22,625.00 Extension Fee and all costs and expenses incurred by Mortgagee in connection with the transactions contemplated herein.

Signature Page Follows.

Proberty of Cook County Clark's Office

IN WITNESS WHEREOF, the parties hereto have executed this Extension Agreement as of the date set forth above.

2061 M. KEDZIE, LLC

Printed Name and Title:

TAME BARDIERI, MANAGING
PARTNER

Printed Name and Title;

IRST BANK-CHICAGO

By:

or Cook Colling Clarks Office Steiner, Vice Prested

STATE OF ILLINOIS) SS:
COUNTY OF)
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that (Name) (Name) (Title) of 2061 N. Kedzie, LLC, personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed and delivered the said instrument as own free and voluntary act and as the free and voluntary act of 32id limited liability company, for the uses and purposes therein set forth.
Given under my hand and official seal, as of the 8 th day of August, 2007.
Commission expires: OFFICIAL SEAL Notary Public State of State

0723550026 Page: 6 of 7

UNOFFICIAL COPY

STATE OF ILLINOIS)) SS:
COUNTY OF COOK)
note that the county and
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that
Jay A. Steiner Vice treslaent
(Title)
of COMMUNITY FIRST BANK-CHICAGO, personally known to me to be the same
person whose name is subscribed to the foregoing instrument appeared befor
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 bank, for the uses and purposes therein set forth.
Given under my rand and notary seal as of the 8th day of
August, 2007.
Darem kar-
+
Notary Public
Notary Public
Commission Expires:
My Commission Expires
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(0)08101
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UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THE NORTH HALF OF LOT 10 IN CIRCUIT COURT PARTITION OF THE WEST 10 ACRES OF THE SOUTH 91.07 ACRES OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH HALF OF LCT 10 IN THE CIRUIT COURT COMMISSIONER'S PARTITION OF OF THE WEST 10 ACRES OF THE SOUTH 91 7/100 ACRES OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 11 IN CIRCUIT COURT COMMISSIONER'S PARTITION OF THE WEST 10 ACRES OF THE SOUTH 91-7/100 ACRES OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE 7 HIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE SOUTH HALF OF LOT 9 IN PLAT OF WEST 10 ACRES OF THE WEST 30 ACRES OF THE SOUTH 91.7 ACRES OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.