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# MORTGAGE EXTENSION AGREEMENT

Doc#: 0736109065 Fee: \$32.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 12/27/2007 02:29 PM Pg: 1 of 5

AGREEMENT, made as of the <u>19</u> day of December, 2007, between,

**Orchard Properties, Inc.,** whose address is 711 Shermer Road, Glenview, Illinois 60025 ("Mortgagor"),

Sulliva: Builders, Inc., whose address is 711 Shermer Road, Glenview, Illinois 60025 ("Borrower") and

Stephen P. Sullivac, whose address is 821 West Buckingham Place, Chacago, Illinois 60657 ("Lender" and "Mortagagee").

### WITNESSETH

WHEREAS, the Lender and Mortgagee is the holder of that certain Mortgage dated May 23, 2006 made by Orchard Properties, Inc., the Mortgagor, to Stephen P. Sullivan, as Lender and Mortgagee, to secure an indebtedness not to exceed \$1,500,000.00, and recorded with the Cook County Recorder as Document No. 066614310188 which Mortgage is a valid lien upon the Premises located at 2357 Larkdale Drive, Glenview, Illinois and legally described on Schedule A attached hereto and made a part hereof, as well as the Borrower's Note dated May 23, 2006 (the "Note") which is secured by the Premises on which the outstanding or incipal balance with accrued interest thereon is now due and owing as provided in said Note; and

WHEREAS, the parties hereto desire to extend the term of the Mortgage and Note; NOW, THEREFORE, in consideration of Ten (\$10.00) dollars paid by the Borrower to the Lender and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto agree as follows:

- 1. The Lender agrees to and does hereby extend the time of payment of the principal indebtedness evidenced by the Note and secured by the Mortgage so that the Note shall be due and payable on July 1, 2009.
- 2. The Lender agrees to and does hereby waive and release all defaults, late payment charges, and penalty interest and other charges, if any, incurred by Borrower for failure to meet Borrower's obligations and covenants under the terms of the Mortgage and Note which occurred prior to the date of this Mortgage Extension.
- 3. All payments, notices and other correspondence to Lender shall be sent to Lender at the above address.
- 4. The Borrower, in consideration of the above extension, does hereby covenant and

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- agree to pay said principal sum, interest and all accrued interest, including interest that has accrued on the Note to date, if any, and to comply with all other terms of the Note and mortgage as hereby extended.
- The Borrower further covenants with the Lender that the principal, interest and all 5. accrued interest, if any, hereby agreed to be paid shall be a lien on the mortgaged premises and be secured by the Note and Mortgage and that when the terms and provisions of the Note and Mortgage in any way conflict with the terms and provisions contained in this Extension Agreement, the terms and provisions herein contained shall prevail, and that except as modified by this Extension Agreement, the Note and Mortgage are hereby ratified and confirmed.
- This Extension Agreement, and all of its terms and provisions heretofore and hereinafter set forth, shall bind and inure to the benefit of the parties hereto and their successors and assigns and may not be changed or terminated orally.

IN WITNESS WIEREOF, the parties have duly executed this agreement as of the day and year first above writter.

Borrower:	C	Borrower:
Sullivan Builders, Inc.	04	Orchard Properties, Inc.
By: Syrem & Jully	n	By: Stephen & Julleran
Bryan R. Sullivan, Its Pre	sident	Stephen P. Sullivan, Its President
Attest:		Attest:
By: Cheel M	U	By: Form R Jullym
Charles F. Moles, Its Secr	retary	Bryan P. Sullivan, Its Secretary
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		<b>'</b> C_
Lender and Mortgagee:		-0
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State of Illinois )						
) SS.						
County of Cook )						
I, Notary Public in and for said County, in the State						
aforesaid, DO HEREBY CERTIFY that Bryan R. Sullivan, personally known to me to be the						
President of Sullivan Builders, Inc., a corporation, and Charles F. Moles, personally known to me						
to be the Secretary of said corporation, and 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 severally acknowledged that as such President and Secretary, they signed and delivered the						
said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant						
to authority given by the Board of Directors of said corporation to be affixed thereto, pursuant to						
authority given by the Board of Directors of said corporation as their free and voluntary act and						
as the free and voluntary act and deed of said corporation, for the uses and purposes therein set						
forth.						
GIVEN under my han a and official seal this // day of December, 2007.						
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"OF L. SEAL"						
State of Illinois ) Rav. 2. Romei						
Notary Pie Cate of Illinois My Commission Exp. 01/08/2009						
County of Cook )						
I, Landow C Kne, a Notary Public in and for said County, in the State						
aforesaid, DO HEREBY CERTIFY that Stephen P. Sullivan, personally known to me to be the						
President of Sullivan Builders, Inc., a corporation, and Bryan R. Sullivan, personally known to						
me to be the Secretary of said corporation, and personally known to me to be the same persons						
whose names are subscribed to the foregoing instrument, appeared before the this day in person						
and severally acknowledged that as such President and Secretary, they signed and delivered the						
said instrument and caused the corporate seal of said corporation to be affixed there, o, pursuant						
to authority given by the Board of Directors of said corporation to be affixed thereto, pursuant to						
authority given by the Board of Directors of said corporation as their free and voluntary act and						
as the free and voluntary act and deed of said corporation, for the uses and purposes therein set						
forth.						
GIVEN under my hand and official seal this // day of December, 2007.						
GIVEN under my hand and official seal this <u>77</u> day of December, 2007.						
Note Dublic						
Notary Public Randon Notary Randon Notary Public Randon Notary Randon Ra						
Notary P ha Late of Illinois						
My Commission Fixp. 01/08/2009						

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State of Illinois	) ) ss.		
County of Cook	) 55.		
aforesaid, DO HERE same person whose r in person and signed and purpose; therein	EBY CERTIFY that shame is subscribed to and delivered the sales set forth.	Stephen P. Sullivan, per the foregoing instrume	or said County, in the State resonally known to me to be the ent, appeared before me this day e and voluntary act for the uses December, 2007.
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Notary Public	milan	240	Rat Romei Notary P. Ease of Illianis My Commission Exp. 01/08/2009
·		OHNY (	
			C/t/SOx
Prepared By and Mail to:			Tico Co

Randall C. Romei Ashcraft & Ashcraft, Ltd. !80 North Stetson Avenue, Suite 1940 Chicago, Illinois 60601

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### **SCHEDULE A**

#### LEGAL DESCRIPTION

Lot 8 in Orchard Properties Subdivision Unit 2, Being a Resubdivision of Outlot C in Orchard Properties Subdivision Unit 1, Being a Subdivision of Part of the South ½ of the Southeast 1/4 of Section 34, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: 04-34-413-126-0000

Property Address: 2357 Larkdale Drive, Glenview, Illinois 60025