

# UNOFFICIAL COPY



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1998-11-12 16:47:23  
Cook County Recorder 33.50

THE FIRST COMMERCIAL BANK

September 15, 1998  
\$120,000.00

## EXTENSION AGREEMENT

THIS AGREEMENT, made this 15th day of September, 1998 by and between THE FIRST COMMERCIAL BANK, an Illinois Banking Corporation, 6945 N. Clark Street, Chicago, Illinois (the Bank") and The Chicago Trust Company, as Trustee under Trust Agreement dated August 15, 1995 and known as Trust Number 1101812 (herein collectively called "Borrower" the "Obligor"), witnesseth:

WHEREAS, the Bank is the legal holder of a Promissory Note (the "Note") in the amount of \$120,000.00 dated September 11, 1997 made by the Obligor, which Note is secured by a mortgage (the "Mortgage") and an Assignment of Rents of even date executed by the Obligor and recorded September 22, 1997 with the Cook County Recorder of Deeds as Document 97-697681 & 97-697682 respectively covering the following described real estate:

See legal description attached hereto and made a part hereof as Exhibit "A"

PIN: 17-10-318-031-1206

ADDRESS: 360 E. Randolph Street #2906, Chicago, IL

AND WHEREAS, the parties hereto desire to modify, alter and amend the provision of said Note and Mortgage with respect to the maturity date of said Note and Mortgage;

NOW, THEREFORE, in consideration of the mutual covenants herein expressed and other valuable consideration it is agreed that the Note, Mortgage and Assignment of Rents is hereby modified and amended in such a manner that the maturity date of the Note is hereby extended from September 15, 1998 to September 15, 1999; that accrued interest shall be due and payable the Fifteenth day of each quarter, if not sooner paid; and that the entire unpaid principal sum and all accrued interest shall be due and payable, unless sooner paid on September 15, 1999; and that in all other respects said Note, Mortgage and Assignment of Rents shall be unchanged and remain in full force and effect.

THIS AGREEMENT shall not become operative and shall be null and void if its execution and recording shall result in the loss to the Note Holder of the priority position of the Mortgage and Assignment of Rents securing said Note. Any written declaration executed by the Note Holder and recorded to the effect that this Extension Agreement threatens the priority position of said Mortgage shall be sufficient to rescind this agreement and expunge the effect of its recording.

5/19/98

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IN WITNESS WHEREOF, the Bank has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed; and the Obligor have hereunto set their hand and seals; all on the day and year first above written.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and the instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, be expressly waived and released.

IN WITNESS WHEREOF, Chicago Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

Chicago Title Land Trust Co. ETLTC  
Chicago Trust Company, As Trustee as  
aforesaid and not personally,

By: See attached rider CLTC  
ASSISTANT VICE-PRESIDENT

Attest: \_\_\_\_\_  
ASSISTANT SECRETARY

FIRST COMMERCIAL BANK

By: [Signature]  
RICK D. SALM  
SENIOR VICE PRESIDENT

Attest: [Signature]  
GREGORY D. SALM  
EXECUTIVE VICE PRESIDENT



MAIL TO  
THE FIRST COMMERCIAL BANK  
6945 N. CLARK STREET  
CHICAGO, ILLINOIS 60626

STATE OF ILLINOIS)

)SS

COUNTY OF COOK)

92191080

EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST 1101812 ATTACHED TO AND MADE A PART OF THE Extension Agreement DATED Sept. 15, 1998, TO The First Commercial Bank

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 made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, 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.

Date: Sept. 15, 1998

CHICAGO TITLE LAND TRUST COMPANY, as Trustee Under Trust No. 1101812

By: [Signature] Assistant Vice President

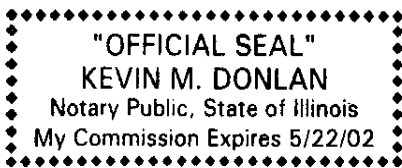
Attest: [Signature] Assistant Secretary



State of Illinois County of Cook SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President and Assistant Secretary of CHICAGO TITLE LAND TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, 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 Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that the said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 9th day of November 1998.



[Signature] MAIL TO: THE FIRST COMMERCIAL BANK 6945 N. CLARK STREET CHICAGO, ILLINOIS 60626

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I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_ of Chicago Trust Company \_\_\_\_\_ and \_\_\_\_\_ 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 TRUST OFFICER 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 TRUST OFFICER then and there acknowledged the he/she, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank as aforesaid, for the uses and purposes therein set forth.

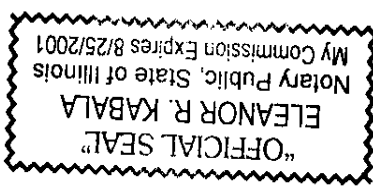
Given, under my hand and Notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

\_\_\_\_\_  
Notary Public

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 Rick D. Salm, Senior Vice President of The First Commercial Bank, and Gregory D. Salm, Executive Vice President and Cashier of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Senior Vice President and Executive Vice President and Cashier, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their 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 Executive Vice President and Cashier then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate 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 aforesaid, for the uses and purposes therein set forth.

Given, under my hand and Notarial seal this 9<sup>TH</sup> day of November, 1998.



Eleanor R. Kabala

Notary Public

MAIL TO:  
THE FIRST COMMERCIAL BANK  
6945 N. CLARK STREET  
CHICAGO, ILLINOIS 60626

## EXHIBIT "A"

UNIT NUMBER 2906 IN THE BUCKINGHAM CONDOMINIUM PRIVATE RESIDENCES AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

THAT PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, BEING THE WHOLE OF THE SOUTH WEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE, EXTENDED EAST, OF EAST RANDOLPH STREET, WITH A LINE 564.001 FEET, MEASURED PERPENDICULARLY, EAST FROM AND PARALLEL WITH THE EAST LINE, AND A SOUTHWARD EXTENSION THEREOF, OF NORTH COLUMBUS DRIVE, 110 FEET WIDE, AS SAID NORTH COLUMBUS DRIVE WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON JUNE 5, 1972 AS DOCUMENT NUMBER 21925615, AND RUNNING THENCE NORTH ALONG SAID PARALLEL LINE A DISTANCE OF 72.191 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID LAST DESCRIBED COURSE A DISTANCE OF 42.00 FEET; THENCE NORTH ALONG A LINE 606.001 FEET, MEASURED PERPENDICULARLY, EAST FROM AND PARALLEL WITH SAID EAST LINE OF NORTH COLUMBUS DRIVE, A DISTANCE OF 105.00 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID LAST DESCRIBED COURSE A DISTANCE OF 179.065 FEET TO AN INTERSECTION WITH THE WEST LINE OF NORTH FIELD BOULEVARD, 98.00 FEET WIDE, AS SAID NORTH FIELD BOULEVARD WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON DECEMBER 12, 1986 AS DOCUMENT NUMBER 86597179 AND IS LOCATED AND DEFINED IN THE AMENDATORY LAKE FRONT ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON SEPTEMBER 17, 1963; THENCE SOUTH ALONG SAID WEST LINE OF NORTH FIELD BOULEVARD A DISTANCE OF 159.574 FEET TO A POINT 20.00 FEET, MEASURED ALONG A SOUTHWARD EXTENSION OF SAID WEST LINE, NORTH FROM THE POINT OF INTERSECTION OF SAID SOUTHWARD EXTENSION OF SAID WEST LINE WITH THE NORTH LINE, EXTENDED EAST, OF SAID EAST RANDOLPH STREET; THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 28.13 FEET TO A POINT ON SAID NORTH LINE, EXTENDED EAST, OF EAST RANDOLPH STREET, A DISTANCE OF 20.00 FEET, MEASURED ALONG SAID NORTH LINE, EXTENDED EAST OF EAST RANDOLPH STREET, WEST FROM THE POINT OF INTERSECTION OF SAID NORTH LINE, EXTENDED EAST, WITH THE SOUTHWARD EXTENSION OF SAID WEST LINE OF NORTH FIELD BOULEVARD; AND THENCE WEST ALONG SAID NORTH LINE OF EAST RANDOLPH STREET EXTENDED EAST, A DISTANCE OF 201.095 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 25, 1994 AND KNOWN AS TRUST NUMBER 118330-01 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS AS DOCUMENT NUMBER 94993981 AND AS AMENDED FROM TIME TO TIME; TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 27

~~THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID, RECORDED AS DOCUMENT NUMBER 94993981.~~