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Doc#: 0907818036 Fee: \$48.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/19/2009 10:55 AM Pg: 1 of 7

First American Title Order # NCS 345629 (10F1) SM/DEC

Property of Cook County Clerk's Office

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## EXTENSION AGREEMENT

Dated as of  
February 23, 2009,

BETWEEN

ORLAND PARK FAMILY LLC,  
AS GRANTOR

AND

HARRIS N.A.,  
AS LENDER

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This instrument was prepared by and  
when recorded return to:

Margaret O'Donoghue  
Harris N.A.  
111 West Monroe, 12C  
Chicago, Illinois 60603

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## EXTENSION AGREEMENT

This Extension Agreement (the "*Extension*"), dated as of February 23, 2009, is entered into between Orland Park Family LLC, an Illinois limited liability company (hereinafter referred to as "*Grantor*"), with a mailing address of 1251 West Thorndale, Itasca, Illinois 60143, and HARRIS N.A. (hereinafter referred to as "*Lender*") with its mailing address at 111 West Monroc Street, Chicago, Illinois 60603;

### WITNESSETH THAT:

WHEREAS, Grantor is justly indebted to Lender pursuant to the terms of a Business Loan Agreement dated as of February 25, 2003, between Grantor and Lender (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 Grantor issued pursuant to the terms thereof in the principal amount of \$2,600,000 payable to the order of Lender, pursuant to which Grantor 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 on February 28, 2009 (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, Grantor heretofore executed and delivered to Lender that certain Mortgage dated as of February 25, 2003, and recorded in the Recorder's Office of Cook County, Illinois on February 26, 2003 as Document No. 0030275831 (the "*Mortgage*"), as amended by that certain Extension Agreement dated as of February 22, 2008 and recorded in the Recorder's Office of Cook County, Illinois on February 25, 2008 as document No. 0805631014, which Mortgage currently encumbers the real property described on Schedule L attached hereto and made a part hereof, in order to secure, among other things, the Note; and

WHEREAS, Grantor is concurrently herewith entering into a Change in Terms with the Lender dated on or about the date hereof (the "*Amendment*") whereby the parties have agreed, among other things, to extend the final maturity of the Note to February 28, 2010; and

WHEREAS, as a condition precedent to the Amendment, Lender requires Grantor, and to accommodate that requirement Grantor desires by this Extension, to confirm and assure that all of the real estate and other properties, rights, interests, and privileges of Grantor which are currently 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 Lender of the Amendment, and other good and valuable consideration, receipt whereof is hereby acknowledged, Grantor and Lender 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

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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 therefor).

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 Grantor.

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.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed and sealed the day and year first above written.

ORLAND PARK FAMILY LLC

By 

Printed Name Walter E. Smith III

Title Manager

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

HARRIS N.A.

By 

Printed Name Antonio Robledo

Title VICE President

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DuPage )

The foregoing instrument was acknowledged before me this 4 day of ~~February~~ **MARCH**, 2009.  
by Walter E. Smith III, the manager of Orland Park Family LLC, an Illinois limited liability company, on behalf of the limited liability company.

Given under my hand and Notarial Seal this 4 day of MARCH, 2009.



Phyllis M. Krage  
Notary Public

Phyllis M. KRAGE  
(Type or Print Name)

(NOTARIAL SEAL)

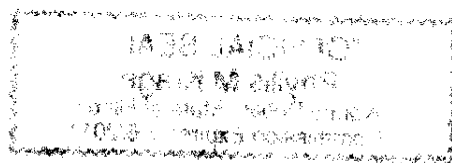
My Commission Expires:

July 6 2011

CLERK OF COOK COUNTY Clerk's Office

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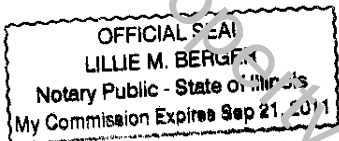


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STATE OF ILLINOIS                    )  
  ) SS  
COUNTY OF COOK                    )

The foregoing instrument was acknowledged before me this 8 day of ~~February~~ <sup>March</sup>, 2009, by Antonio Roldan, the VICEMAN of Harris N.A., a national banking association, on behalf of the association.

Given under my hand and Notarial Seal this 9<sup>th</sup> day of March, 2009.



Lillie M. Berger  
Notary Public

LILLIE M. BERGER  
(Type or Print Name)

(NOTARIAL SEAL)

My Commission Expires:

Sept 21, 2011

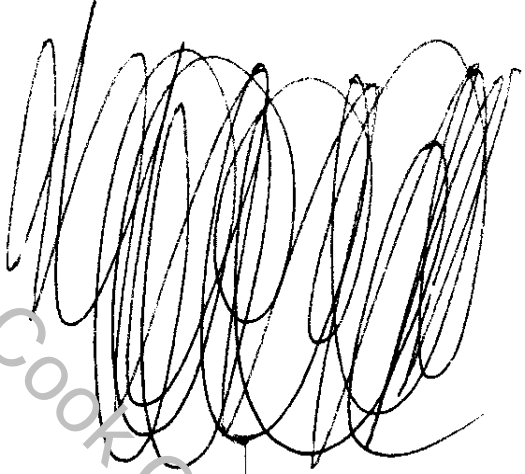
Property of Cook County Clerk's Office

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## SCHEDULE I

### LEGAL DESCRIPTION

Property of Cook County Clerk's Office



Property Address: 15300-15355 South LaGrange Road  
Orland Park, Illinois 60462

P.I.N. :27-15-100-047-0000

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First American Title Insurance Company  
ALTA Loan Policy Form  
Schedule C

File No.: NCS-345629-CHI1

**Legal Description:**

**Parcel 1:**

Lot 1 in Walter E. Smithe Subdivision, being a Resubdivision of Lot 9 and part of Lot 4 in Orland Court Subdivision, a Subdivision of part of the West Half of the Northwest Quarter of Section 15, Township 36 North, Range 12 East of the Third Principal Meridian, according to the Plat thereof recorded October 17, 2001 as Document No. 0010967295, in Cook County, Illinois. &nbsp;

**Parcel 2:**

Easement for the benefit of that part of Parcel 1 falling in Lot 9 in Orland Court Subdivision to lay, construct, alter, repair, operate, remove and replace and maintain a 12 inch sanitary sewer pipeline, as created by Easement Agreement recorded November 7, 1979 as Document No. 25230920 over the following described land: &nbsp;the West 20 feet of the South 70 feet of the North 2,517.35 feet as measured along the West line of the Northwest Quarter of that part of the Northwest Quarter of Section 15, Township 36 North, Range 12 East of the Third Principal Meridian, lying East of the East line of LaGrange Road (100 feet wide), in Cook County, Illinois.

**Parcel 3:**

Easement for the passage and parking of vehicles over and across the parking and driveway areas as the same may from time to time be constructed and maintained for such use, and for the passage and accommodation of pedestrians over and across the parking, driveway and sidewalk areas, as the same may from time to time be constructed and maintained for such use, subject to the reservations and provisions, contained therein and for the installation, operation, flow, passage, use, maintenance, connection, repair, relocation and removal of utility lines, including, but not limited to sanitary sewers, storm drains, and water (fire and domestic), gas, electrical, telephone and communication lines, in, to, over, under, along and across those portions of the common area (exclusive of any portion located within building areas), except any parts falling in that part of Parcel 1 falling in Lot 9 in Orland Court Subdivision, as granted by Amended and Restated Reciprocal Construction, Operation and Easement Agreement, recorded July 21, 1998 as Document No. 98630610, First Amendment recorded March 9, 2000 as Document No. 00171863, in Cook County, Illinois.