\$18.00

#### THIRD EXTENSION AGREEMENT

Third Extension Agreement made as of the 8th day of July, 1987, by and among The Cosmopolitan National Bank of Chicago, a national banking association (the "Bank"), individually, and Raney Harris, Inc., an Illinois corporation ("Raney"), Hubert R. Brummett ("Brummett") and The Cosmopolitan National Bank of Chicago, not personally but as trustee under trust agreements dated March 2 1973, May 5, 1978 and August 23, 1983 and known as trusts no. 20604, 24110 and 26634 (the "Trustee").

#### RECITALS

- 1. WHEREAS, the Bank is the owner and holder of a certain.

  Promissory Note dated July 2. 1984 in the principal amount of \$150,000.00 (the "Note"), which note is executed by Brummett and Raney, jointly and severally, (which persons are referred to hereinafter as the "Co-Signers"); and
- 2. WHEREAS, the Note is secured by a trust deed of even date therewith, and recorded in the Office of the Recorder of Cook County, Illinois as document no. 27172118, by which the Trustee conveyed to The Cosmopolitan National Bank of Chicago, estrustee, certain real estate in Cook County, Illinois (as hereinafter legally described in Exhibit "A" attached hereto and which real estate is together hereinafter referred to as the "Property"), (the "Trust Deed") and is further secured by an assignment of rents of even date therewith, and recorded in the Office of the Recorder of Cook County, Illinois as document no. 27172119, by

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which the Trustee assigned to The Cosmopolitan National Bank of Chicago, individually, all the rents, earnings, income, issues and profits from the Property, (the "Assignment"), and the Note is further secured by other security as specified in the Note (the "Security Instruments"); and

- 3. WHEREAS, the Trustee is the legal titleholder of the Property: and
- 4. WHEREAS, the parties hereto have previously extended the due date of the Note from July 5, 1985 to July 7, 1986 pursuant to an Extension Agreement dated as of June 17, 1985 and recorded in the Office of the Recorder of Cook County, Illinois, as document 85092523 and further extended the due date of the Note from July 7, 1986 to July 8, 1987 pursuant to a Second Extension Agreement dated as of July 7, 1996 and recorded in the Office of the Recorder of Cook County, Illinois, as document no. 86347150 (together referred to hereinafter as the "Prior Extensions").
- 5. WHEREAS, the parties hereto desire to extend the time for payment of said Note.

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

- 1. The above-stated Recitals are incorporated by this reference herein.
- 2. The amount of principal remaining unpaid on the Note as of this date is \$100,000.00.

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- 3. Pursuant to the terms of the Note, Trust Deed and the Prior Extensions, the unpaid principal amount was due or to become due on July 8, 1987. Said due date is hereby extended to and including July 8, 1988.
- 4. The Co-Signers, in consideration of such extension, promise and agree to pay interest on said unpaid principal amount at the interest rate specified in the Note, which interest payments shall be due on the 1st day of each month, commencing August 1, 1987, and thereafter until maturity of said principal amount as hereby extended, and with interest after maturity as set forth in the Note. Both principal and interest shall be payable in legal tender of the United States of America current on the due date thereof, at such banking nouse or trust company in the City of Chicago as the holder of said cote may from time to time in writing appoint, and in default of such appointment, then at the office of The Cosmopolitan National Bank of Chicago in said city.
- 5. In the event of any default under the Note, Trust Deed or any of the Security Instruments, the Bank may, at its option, exercise any one or more or all of its rights under the Note, Trust Deed, Assignment or any of the Security Instruments in the same manner as if this extension had not been granted.
- 6. This Third Extension Agreement is supplementary to the Note, Trust Deed, Assignment, Security Instruments and Prior Extensions, all the terms, conditions and provisions thereof, including the right to declare principal and accrued interest due for any cause specified in the Note, Trust Deed or Security

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Instruments, and any prepayment privileges therein expressly provided for, shall remain in full force and effect, except as herein expressly modified. The provisions of this Third Extension Agreement shall inure to the benefit of the Bank and any other holder of the Note and shall be binding on the Co-Signers and the Trustee and any and all heirs, personal representatives, successors and assigns thereof.

This Third Extension Agreement is executed by The Cosmopolitan Nacional Bank of Chicago, not personally but as trustee as aforesald under trusts nos. 20604, 24110 and 26634, in the exercise of the power and authority conferred upon and vested in it as such trustee (and said The Cosmopolitan National Bank of Chicago hereby warrants that It possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on The Cosmopolitan National Bank of Chicago, as trustee as aforesaid, or on said The Cosmopolitan National Bank of Chicago personally to pay the Note or any interest that may accrue thereon, or any indeceedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the holder of the Note and by every person now or hereafter claiming any right or security thereunder, and that so far as The Cosmopolitan National Bank of Chicago, as trustee as aforesaid under trusts nos. 20604, 24110 and 26634, and its successors and said The Cosmopolitan National Bank of Chicago

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personally are concerned, the holder of the Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the Property for the payment thereof, by the foreclosure of the lien created in the Trust Deed or proceeding under the Assignment in the manner therein and in the Note provided, or by action to enforce the personal liability of the Co-Signers on the Note, or by proceeding against the Co-Signers under the Assignment, or under the Sepurity Instruments, one or all, whether or not proceedings to Foreclose the Trust Deed have been instituted.

IN WITNESS WHEREOF, the Bank, the Trustee and the Co-Signers have caused this Third Extension Agreement to be executed by said individuals and the duly eathorized officers of the Bank and the Trustee as of the day and year first mentioned above.

The Cosmopolitan National Bank of Chicago

By + Halling Selwing 4

Attest:

ASSISTANT VICE PRESIDENT & PERSONAL BANKING OFFICER

HUDERE R. Brummett

Rancy Harris Inc., an Illinois

corporation

By: Hulli

/ Attesty ()

Secretary

The Cosmopolitan National Bank of Chicago, as trustee as aforesaid and not personally, under trusts nos. 20604, 24110

and 26634

L Kurk Wust Officer

Vice-President and Trust
Officer

# 87421496

#### UNOFFICIAL COPY, a

STATE OF ILLINOIS )
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Katharina Schmidt Vice President and John J. Canella, Asst. Vice President, of The Cosmopolitan National Bank of Chicago personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Asst. Vice President , 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.

Given under my hand and notarial scal this 29th day of July, 1987.

Notary Public
My Commission Expires Dec. 10, 1989

STATE OF ILLINOIS ) SS.

COUNTY OF COOK

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 Trust Officer and Trust Officer of The Cosmopolitan National Bank of Chicago, as trustee as aforesaid, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Trust Officer 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, as trustee as aforesaid for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29th day of July 1987.

Notary Public Hupp

### UNOFFICIAL COPY, a

STATE OF ILLINOIS )

COUNTY OF COOK )

I, the undersigned, a notary public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that Hubert R. Brummett, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial scal this 29th day of July

GFFICIP'S SEAL

Marilyn Princen

Notary Public, State of Vilnois

My Commission Expires Marily 1990

STATEMORY THURNOYS

COUNTY OF COOK

STATEMORY COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Hubert R. Brummett personally known to me to be the President of Raney Harris, Inc. an Illinois corporation, and Marilyo Princin 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 pursuant to authority given by the board of directors and shareholders 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 notarial seal this 29th day of July 1987.

Notary Public

My Comminaton Expired Doc 10, 1989

This instrument prepared by and should be mailed to:

Mark R. Rosenbaum Reif and Rosenbaum Suite 1340 205 W. Randolph Street Chicago, Illinois 60606

BOX 333-GG 3-

#### **UNOFFICIAL COPY**

Parcel 1: Trust no. 24110

Lot 7 in Block 1 in Vincent, a subdivision of the Northeast 1/4 of the Northwest 1/4 of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Trust no. 26634

Lot 34 in Block 1 in Vincent, a subdivision of the Northeast 1/4 of the Northwest 1/4 (except railroad) of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3: Trust no. 20604

Lots 21 and 22 in Block 1 in Vincent, being a subdivision of the Northeast 1/4 of the Northwest 1/4 of Section 31, Township 40 North, Range 14 Sast of the Third Principal Meridian (except railroad), in Cook County, Illinois.

Parcel 1

P.R.I.N. 14-31-110-002-0000

Street Address: 2015 4. Fullerton, Chicago, IL 60614

Parcel 2

P.R.I.N. 14-31-110-025-000

Street Address: 2346 N. Damer, Chicago, IL 60647

Parcel 3

P.R.I.N. 14-31-110-017-0000; 14-31-110-018-0000 Street Address: 2333 N. Seeley, Chicago, IL 60647 750/1/Co

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