88411022

### EXTENSION AGREEMENT

This Agreement, made as of this 30th day of June, 1988, by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a corporation duly organized and existing as a National Banking Association under the laws of the United States of America, ("Lender"), and the LASALLE NATIONAL BANK, a National Banking Association, not personally, but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated June 1, 1984, and known as Trust Number 108440 ("Borrower").

#### WITNESSETH:

Whereas, the "Borrower" heretofore executed a certain Mortgogo dated the 1st day of May, 1986 and recorded the 7th day of May, 1986, in the office of the Recorder of Deeds of Cook County, Illinois, as Document #86180968, as amended by an Extension Agreement dated October 27, 1986 and recorded on November 12, 1986 as document #86532079, further amended by an Extension Agreement dated January 31, 1987, and recorded on February 1, 1937 as document #88046334, and further amended by an Extension Agreement dated June 30, 1987 and recorded on August 24, 1987 as document #87465250, and further amended by an Extension Agreement dated the 31st day of August, 1987, and recorded as document #88046335, and further amended by an Extension Agreement dated the 30th day of November, 1987 and recorded February 1, 1988 as document #88046336, and further amended by an Extension Agreement dated the 31st day of March, 1988, and recorded on April 7, 1988 as document #88143642, conveying real estate, in the County of Cook, State of Illinois, legally described in Exhibit "A" attached hereto and made a part hereof by this reference; which said Mortgage was given to secure the payment of a Note executed by the Borrower in the sum of ONE MILLION SIX HUNDRED THOUSAND AND NO/100 (\$1,600,000.00) DOLLARS.

Whereas, said Mortgage securing said Note is a valid and subsisting lien of the premises described in said Mortgage, for the principal sum \$1,600,000.00. And

Whereas, the said Note by its terms, as extended, is due and payable on the 31st day of December, 1982, And

Whereas, the parties hereto have agreed upon an extension of time in said Note and Mortgage upon the terms and conditions hereinafter set forth. Now

Therefore, in consideration of the premises and the mutual promises and agreements hereinafter made by and between the parties hereto, the said parties do hereby mutually promise and agree as follows:

- 1. The principal balance outstanding as of June 30, 1988, is \$1,526,073.69.
- The due date of March 31, 1988 is hereby extended to December 31, 1988.

And the said parties hereto further mutually agree that all provisions, stipulations, powers and covenants in said Note and in the Mortgage contained, as modified by said Extension Agreements, shall stand and remain unchanged and in full force and effect for and during said extended period, except only as the same are herein and hereby specifically varied or amended; and further that in the event of a failure to pay the same principal sum of \$1,600,000.00 or so much as is here outstanding as herein provided, or to keep, fulfill or perform any or all of the covenants and agreements contained in said Mortgage, then the whole of said principal sum shall, at the election of the holder of said Note, become at once, without notice, due and payable and may be collected together with all accrued interest thereon, in the same manner as if said extension had not been granted, anything hereinbefore contained to the contrary notwithstanding.

8841102

### EXTENSION AGREEMENT

And it is expressly understood and agreed by and between the parties hereto that the covenants and agreements herein contained shall bind, and inure, to the respective heirs, executors, administrators, legal representatives and assigns of the said parties hereto.

In witness whereof, the said parties hereto have signed, sealed and delivered these presents on the day and year first above written.

Attest

\* Compusition SUL HIDER ATTACHED HARETO AND MAD

Attest:

tant secretary

powledgement of Guarantors:

ames C. Mills "Lender" American National Bank and Trust Company

"Borrower"

LaSalle National Bank not personally, but solely as Trust #108440 Trustee under

By:

STANT VICE PRESIDENT

RIDER ATTACHED TO AND MODE A PART OF

(TRANSEXF \*\*QREEMENTX

MORTGAGE (EXTENSION AGREEMENT

(ADDERESMAEX, THYANGEX AGREEMENTX

Mills

Dated March 31st, 1988

Under Trust No.

108440

ODE A PART HEREOF

REPORT ATTACHED TO

This instrument is executed by LASALLE NATIONAL BANK, not personally but solely as Trustee as aforesaid, in the exercise of the power and puthority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants, and conditions to be performed by LASALLE NATIONAL BANK are undertaken by it solely as Trustee as aforesaid, and not individually and no personal liability shall be asserted to be enforceable against LASALLE NATIONAL BANK by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said LASALLE NATIONAL BANK, either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon LASALLE NATIONAL BANK, personally or as said Trustee, to sequester the rents, issues and profits arising from the disposition thereof; but so far as said trustee and its successors and said LASALLE NATIONAL BANK personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment theraof, by enforcement of the lien heretoforecreated in the manner provided therefore and as provided in said note or by action to enforce the personal liability of the guarantor, if any,

Property of County Clerk's Office

## UNOFFICIAL COPY2 is

	STATE OF ILLINOIS )  OUNTY OF COOK )
usidont	I, Barriet Denisewicz , a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Corinno Bek , A Trust- Assistant Vice Officer of LaSalle National Bank, and Clifford Scott-Rudnick , Assistant Secretary of said Company, bank who are personally known to me to be the same persons whose anes are subscribed to the foregoing instrument as such Trust Officer and person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as free and voluntary act of said Company, as Trustee and aforesaid, for the uses and purposes the coin set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said company, did affix the corporate seal of said company to said instrument as his own free and voluntary act and as the free and voluntary
	own free and voluntary act and as the free and voluntary act of said company as Trustee as aforesaid, for the uses and purposes therein sec forth.
	of August 19 88.  Notary Public 11th day
	My commission expires:  "OFFICIAL SEAL"  Harriot Denirewicz  Figury Public, State of Illinois  My Commission Expires Oct. 30, 1991

Property of Cook County Clark's Office

### UNOFFICIAL GOPY 12 18

STATE OF ILLINOIS COUNTY OF

I, May V. No. 1500), a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Thomas Birks.
Vice President of American National Bank Trust Company of Chicago, a national banking association, and Kallen Gentler, Assistant Secretary of said national banking association, personally known to me to be the same persons whose names are subscribed to the fore-going instrument as such 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 acts, and as the use and purposes therein
set forth; and the said Vice President did also then and there
acknowledge that he as custodian of the corporate seal of said
national banking association, did affix the said corporate seal
of said vational banking association to said instrument as his own free and voluntary act, and as the free and voluntary act of said natical banking association, for the uses and purposes

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### Exhibit A

#### PARCEL 1:

Unit number 62-S1 in 161 Chicago Avenue East Condominium as delineated on a survey of the following described real estate:

Part of various lots in Olympia Centre subdivision of various lots and parts of vacated alleys in block 54 in Kinzie's addition to Chicago, being a subdivision in Section 10, Township 39 North, range 14, east of the third principal meridian, which survey is attached as Exhibit "B" to the declaration of condominium recorded as document 85080173 together with its undivided percentage interest in the common elements, in Cook County Illinois.

#### PARCEL 2:

Easements for ingress and egress, support and utilities including easements for operation, repair, maintenance and replacement of elevator pits, shafts, equipment, etc., all as defined and declared in Declaration of Covenants, Easements, Charges and Liens for Olympia Centre dated June 27, 1985 and recorded June 27, 1985 as Document 85080144 over and across various lots and portions of lots in Olympia Centre subdivision in Section 10, Township 39 North, range 14 east of the third principal meridian in Cook County, Illinois. meridian, in Cook County, Illinois.

161 Chicago Avenue East, Chicago, Unit 62-S1 Property address:

Property address: 161 Chicago Avenue East, Unicago, Unit 02-02

Permanent Tax Nos.: 17-10-200-002, 17-10-200-006, 17-10-200-007, 17-10-200-002, 17-10-200-009, 17-10-200-010, 17-10-200-011.

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