Prepared by and Return to: Heinrich & Kramer, P.C. 205 W. Randolph Street Suite 1520 Chicago, Illinois 60606



#### FOURTH EXTENSION AGREEMENT

-88-440161

This Extension Agreement entered into as of this 31th day of August, 1988, by and between LASALLE NATIONAL BANK, not personally, but as Trustee under Trust Agreement dated March 4, 1987 and known as Trust No. 112108 ("BORROWER"), PICARDY EAST TOWNHOMES, INC., an Illinois corporation ("BENEFICIARY") and AFFILIATED BANK/NORTH SHORE NATIONAL, a national banking association ("LENDER").

WHEREAS, BORROWER executed a certain Promissory Note (the "Note") dated August 14, 1987 as Maker, payable to the order of LENDER in the principal sum of FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) DOLLARS, to be repaid at an interest rate of One and One half percent (1-1/2%) above the "Prime Rate" as defined therein per annum, which Note is secured by a Mortgage dated August 14, 1,87 and executed by BORROWER to LENDER as holder of the Note, encumbering the real estate legally described on Exhibit "A" attached hereto and made a part hereof ("Real Estate"), which was recorded in the Office of the Recorder of Deeds, Cook County, Illinois on September 3, 1987 as Document No. 87485118 (the 'Mortgage"); and

WHEREAS, the maturity date of the Note and Mortgage was extended from February 28. 1988 to May 31, 1988 pursuant to that certain Extension Agreement, dated March 17th, 1988 and recorded on March 29, 1988 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 88128455; and

WHEREAS, the maturity date of the Note and Mortgage was further extended from May 31, 1988 to June 30, 1988 pursuant to that certain Second Extension Agreement, dated May 31, 1988 and recorded on June 9, 1988 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 88251913; and

WHEREAS, the maturity date of the Note and Mortgage was further extended from June 30, 1988 to August 31, 1988 pursuant to that certain Third Extension Agreement, dated June 30, 1988 and recorded on August 3 1988 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 88349203; and

WHEREAS, as further security for the Note, BENEFICIARY has executed and delivered to LENDER that certain Collateral Assignment of Beneficial Interest Under Land Trust (the "ABI") dated August 14, 1987; and

WHEREAS, BORROWER and/or BENEFICIARY have entered into other documents related to or as security for the Note ("of ner Loan Documents"); and

WHEREAS, BORROWER and/or BENEFICIARY have requested that LENDER grant an extension of the term of the aforedes ribed Note, which presently matures by its terms on June 30, 1988. BORROWER and/or BENEFICIARY have requested that the maturity date of the Note be extended to August 31, 1988 and LENDER is agreeable to same, upon the terms and conditions hereinafter set forth; and

WHEREAS, no default or event which would constitute a default but for the passage of time or the giving of notice, or both, exists under the Note or under the obligations of BORROWER and or BENEFICIARY in the Mortgage, ABI or any of the Other Loan Documents herein identified.

NOW THEREFORE, in consideration of the premises and the mutual promises of the parties, it is hereby agreed as follows:

1. The preamble hereof is incorporated by this reference into the main body of this Agreement.

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- 2. In consideration hereof, the Note, Mortgage, ABI and Other Loan Documents are hereby modified to extend the maturity date to September 30, 1988.
- 3. The Note, Mortgage, ABI and Other Loan Documents are hereby modified only as set forth above and in all other respects are ratified by BORROWER and BENEFICIARY as being in full force and effect.
- 4. This Extension Agreement shall be of no force and effect unless and until recordation of this Extension Agreement in the Office of the Recorder of Deeds of Cook County, Illinois.

This Extension Agreement is executed by LASALLE NATIONAL BANK, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and LASALLE NATIONAL BANK hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on BORROWER personally to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by every person now or hereafter claiming any right of security hereunder.

IN WITNESS WHEREOF, the parties have executed this Extension Agreement as of the day and year first above written.

BORROWER:

LASALLE NATIONAL BANK, not personally, but as Trustee, as aforesaid

ATTEST:

By: /

Assistant Secretary

By:\_\_\_

ASSISTANT VICE PRESIDENT

BENEFICIARY:

PICARDY MAST TOWNHOMES, INC.

ATTEST:

Bu.

Secretary

LENDER:

Its:

AFFILIATED BANK/NORTH SHORE NATIONAL

ATTEST:

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By:

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STATE OF ILLINOIS SS COUNTY OF COOK

and for the County and State aforesaid, DO HEREBY CERTIFY, that Corinno bok and Thim N. Dillon personally known to me and known by me to be the ASSIANT VET PRESIDENT PROSIDENT AND ASSISTANT Secretary, respectively, of LASALLE NATIONAL BANK, in whose name, as Trustee, the above and foregoing instrument is executed, 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 corporation as Trustee as aforesaid, for the uses and purposes therein set forth, and the said ASSISTANT Secretary then and there acknowledged that he, as curtodian of the corporate scal of said corporation did affix the said corporate scal to said instrument as his free and voluntary act on behalf of said corporation as Trustee as aforesaid for the uses and purposes therein set forth.

of September 3.D. 1988.

My Commission Expires:

"OFFICIAL SEAL" Harriet Denisowicz Nothery Public, State of Illinois My Commission Exputes Oct. 30, 1991

STATE OF ILLINOIS COUNTY OF COOK

SS

and for the County and State aforesaid, Do HEREBY CERTIFY, that bears affected, personally known to me to be the VICE President of PICARDY EAST TOWNHOMES, INC., a corporation of the State of Illinois, and the three the feet of the State of Illinois, and the three the feet of the State of Illinois, and the three to be the subscribed to the within instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said Instrument of writing as such the president and the corporate seal of said corporation to be thereunic affixed, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and rurposes therein set forth. therein set forth.

GIVEN under my hand and Notarial Seal this  $\frac{162}{2}$  day of September A.D. 1988.

Notary

My Commission Expires: 12-16-90

The same of the sa OFFICIAL SEAL DOROTHY R BOYLE DOROTHY R BOYLE
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXP DEC 16,1990 COMMISSION EXP DEC 10,

-88-440161

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# UNOFFICIAL COPY ...

STATE OF ILLINOIS	1		
	) ss		
COUNTY OF COOK	)		
and for the County the Vice President national banking as personally known to said association, instrument, appeara acknowledged that t of writing as such of sild corporatio corporation to be to act and as the f corporacion, for the	hey signed and Vice President	delivered the	said instrument
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County Clark's Office

#### EXHIBIT "A"

#### LEGAL DESCRIPTION

#### Parcel 1:

20 1 1 1

A PARCEL OF LAND IN SECTION 3, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH FEST 1/4 OF SAID SECTION 3 WITH A LINE DRAWN 347.50 FEET PERPENDICULAR DISTANT EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 3; THENCE SOUTH OO DEGREES 29 MINUTES 44 SECONDS WEST ALOYG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 296.42 FIE': TO THE NORTH LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY (BY DEED); THENCE NORTHEASTERLY ALONG THE NORTH LINE OF SAID HIGHWAY, WHICH IS THE ARC OF A CIRCLE, CONVEX TO THE SOUTH WEST, HAVING A RADIUS OF 2739.79 FEET, A DISTANCE OF 501.04 FEET TO THE POINT OF TANGENCY; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE BEING TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 1859.13 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 3, WHICH POINT IS 44.10 FEET EAST OF THE NORTH WEST CORNER OF THE SOUTH EAST 1/4 OF SAID SECTION 3; THENCE WEST ALONG THE EAST AND WEST CENTER LINE OF SAID SECTION 3, A DISTANCE OF 2196.1 FFET TO AN IRON STAKE; THENCE NORTH OO DEGREES 36 MINUTES 28 SICONDS EAST ALONG A LINE, A DISTANCE OF 231.0 FEET TO A WOODEN S'AVE, BEING THE SOUTH EAST CORNER OF LOT 13 IN BLOCK 5 OF GLENBROOK JOUNTRYSIDE, A SUBDIVISION OF PART OF THE NORTH WEST 1/4 OF SAID SECTION 3; THENCE NORTH 89 DEGREES 59 MINUTES 30 SECONDS WEST ALONG 7 THENCE NORTH 89 DEGREES 59 MINUTES 30 SECONDS WEST ALONG 7 THENCE NORTH 89 DEGREES 59 MINUTES 30 SECONDS WEST ALONG A LINE DRAWN J47.50 FEET; THENCE SOUTH LOT 12 IN SAID BLOCK 5, A DISTANCE OF 7.5 THENCE SOUTH OO DEGREES 36 MINUTES 20 SECONDS WEST ALONG A LINE DRAWN J47.50 FEET THENCE OF 231.0 FEET TO THE TOTAL THE COUNTY, ILLINOIS.

P.I.N.

04-03-100-007-0000

Address of Property:

Vacant land 177 10 B 7848 09786788 11106100 COPE COUNTY RECDRICE

#### Parcel 2:

Easement for the benefit of Parcel 1, for emergency Access and water line purposes, pursuant to that certain EASEMENT AGREEMENT FOR EMERGENCY ACCESS AND WATER LINE PURPOSES, dated August 10, 1987, upon, along, under and through portions of the resperty described on Exhibit "B" hereto and shown on Exhibit "C" hereto.

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