This Agreement, made as of this 31st day of January, 1987, 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 persuance of a Trust Agreement dated Tune 1 1984 and known as Trust Number Trust Agreement dated June 1, 1984, and known as Trust Number 108440 ("Borrower").

#### WITNESSETH:

Whereas, the "Borrower" heretofore executed a certain Mortgage 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 as document #80532079, conveying real estate, in the County of Cook, State of Illinois, legally described in Exhibit"A" attached hereto and made apart 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 executed by the Borrower in the sum of ONE MILLION SIX HUNDRED THOUSAND AND MO/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 \$1,500,000.00. And

Whereas, the said Note by its terms, as extended, is due and payable on the 31st day of January, 1987. And 5

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

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

- The principal balance outstanding as of January 31, 1987 is \$1,320,978.82.
- The due date of January 31, 1987 is hereby extended

to March 120, 1987

April 30, 1987

And the said parties hereto further mutually agree that all provisions, stipulations, powers and covenants in salo Note and in the Mortgage contained, as modified by said Extension Agreement, 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.

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.

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Property or Cook County Clerk's Office

# 88046334

### UNOFFICIAL COPY

#### EXTENSION AGREEMENT

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

"Lender"

American National Bank & Trust Company of Chicago

Attest

Trustee's Exchemition Rider Attached Hereto And Made A. Part Hereof

"Borrower"

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

By:

ASSISTANT VICE PRESIDENT

Attest

kesistant sechetary

Consent and Acknowledgement of Guarante

c. James

BOTT CTO-GG

This instrument prepared by and after

recording return to:

SARAH (OWLIN)

Elisabeth M. Powers

American National Bank & Trust

33 N. LaSalle Street

Chicago, IL 60690

The incitrement is excited by Liffill Millian Mill, not personally but solely as Frunton or riverials, in the emerciae of the peer and ortherity conferred upon and rested in it as such Truston.

All the terms, provinces, or polations, covenants, and conditions to be performed by Liffill Milly D. Bill are endertables by it solely us Truston as aforesaid, and myt individually, and as perpendicular to accordance of the Condition o

\$5000 B

| STATE OF ILLINOIS )   |  |
|---|--|
| COUNTY OF COOK )  |  |
| American National Bank and Trust national banking association, a Assistant Secretary of said nat personally known to me to be the subscribed to the foregoing instant Assistant Secretary, respectively this day in person and acknowled delivered the said instrument a acts, and as the use and purpose said Vice President did also the as custodian of the corporate banking association, did affix said national banking association free and voluntary act, and of said national banking association, purposes therein set forth. | e aforesaid, DO HEREBY CERTIFY  LEC., Vice President of  the Company of Chicago, a  and LEF MAZIO  ional banking association,  e same persons whose names are  strument as such Vice President  tively, appeared before me  edged that they signed and  s their own free and voluntary  es therein set forth; and the  en and there acknowledge that  e seal of said national  the said corporate seal of  on to said instrument as his  as the free and voluntary act   |
| My commission expires:  | grassasses and the real harmonic section is to self-   |
| 6-6-88  | ACALW NAMA   |
|   | buggy Roses, dan sa Hamir<br>E Ng Cumalos en urps es 6/6/88  |
|   | The transport of the second of |

| STATE OF ILLINOIS )  SS  |
|--|
| COUNTY OF )  |
| I, PARTHA ANN BROOKINS  and for said County in the State aforesaid, DO HEREBY CERTIFY that COKINNE Bek Assistant VICE PRESIDED.  Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant VICE PRESIDENT 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 therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corponate seal of said company, did affix the corporate seal of said company to said instrument as his own free and voluntary art and as the free and voluntary act of said company as Trustee as aforesaid, for the uses and purposes therein set forth. |
| Given under my hand and Notarial Seal this 10th day of Manch 1991.  Multi Line Brooks  Notary Fublic   |
| My commission expires:  8-30-87  |
|  |

### Exhibit A

PARCEL 1:

17-10.200.068-129FAL

UNIT NUMBER 62-51 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, M. COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENTS FOR INCIDES 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, LASEMENTS, 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 SUDDIVISION IN SECTION 11, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GOOK COUNTY, ILLINOIS.

Property Address: 161 Chicago Avenue East, Chicago, Thit 6251

Permanent Tax Nos. 17-10-200-005, 17-10-200-006, 17-10-200-007, 17-10-200-008, 17-10-200-009, 17-10-200-010, 17-10-200-011.

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