

15-408-8017 0001-8 88046335
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EXTENSION AGREEMENT

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This Agreement, made as of this 31th day of August, 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 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 #86532079, further amended by an Extension Agreement dated January 21, 1987 and recorded as document #88046334, and further amended by an Extension Agreement dated June 30, 1987 and recorded as document #87465250 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 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 August, 1987. And

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 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 August 31, is \$1,526,073.69.
2. The due date of August 31, 1987 is hereby extended to November 30, 1987.

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 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

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EXTENSION AGREEMENT

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.

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

BY: *Harold R. Griggs*
2ND VICE PRESIDENT

Attest:

James E. Phillips
ASST. SECRETARY

"Borrower"

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

BY: *[Signature]*
ASSISTANT VICE PRESIDENT

Attest

[Signature]
ASSISTANT SECRETARY

Consent and Acknowledgement of Guarantors:

[Signature]
James C. Mills

[Signature]
Lois R. Mills

BOL 500-GG

This instrument prepared by and after
recording return to:

Leah Thomas Subak Cowell
American National Bank & Trust
33 N. LaSalle Street

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THIS INSTRUMENT IS FILED

MORTGAGE EXTENSION AGREEMENT

THIS INSTRUMENT is executed by the La Salle 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 said La Salle 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 or in said note contained shall be construed as creating any liability on said First Party or on said La Salle National Bank personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said La Salle National Bank personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner hereinafter and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, LA SALLE NATIONAL BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

LA SALLE NATIONAL BANK As Trustee as aforesaid and not personally,

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STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

1. LEAH THOMAS, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that KATHLEEN A. GRIFFIN and JAMES A. PHILLIPS, Vice President of American National Bank and Trust Company of Chicago, a national banking association, and JAMES A. PHILLIPS, Assistant Secretary of said national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing 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 national banking association to said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15th day of Sept. 1987.

Leah Thomas
Notary Public

My commission expires:

6-6-88

"OFFICIAL SEAL"
Leah Thomas
Notary Public, State of Illinois
My Commission Expires 6/6/88

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STATE OF ILLINOIS)
COUNTY OF Cook) SS

I, Marla Framarin, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Corinne Bek ASSISTANT VICE PRESIDENT, a Trust Officer of LaSalle National Bank, and Clifford Scott-Rudnick, 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 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 therein 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 act of said company as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 28 day of Sept, 1987.

Marla Framarin
Notary Public

My commission expires:
My Commission Expires April 28, 1990

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EXHIBIT "A"

PARCEL 1:

17-10-200-068-12912

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, IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENTS FOR INGRESS AND EGRESS, SUPPORT AND UTILITIES INCLUDING EASEMENTS FOR OPERATION, REPAIR, MAINTENANCE AND REPLACEMENT OF ELEVATOR LOTS, 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.

PIN# 17-10-200-005, 006, 007, 008, 009, 010, 011.

Proprietor of Cook County Clerk's Office

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AMERICAN NATIONAL BANK

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