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#### **EXTENSION AGREEMENT**

This Extension Agreement made as of the 21st day of December, 1987, by and between The Cosmopolitan National Bank of Chicago, a national banking association (the "Pank"), individually, and The Cosmopolitan National Bank of Chicago, not personally but as trustee under trust agreement dated October 18, 1979 and known as trust number 25095 (the "Trustee").

#### RECITALS

- A. The Bank is the owner and holder of a certain promissory note dated October 3, 1980 in the principal amount of Three Hundred Thousand and No/100 Dollars (\$300,000.00), executed by the Trustee (the "Note").
- B. The Note is secured by a trust deed (the "Trust Deed") of even date therewith, recorded in the Office of the Recorder of Cook County, Illinois, as document number 25611900, conveying to The Cosmopolitan National Bank of Chicago, as trustee, the real estate legally described in Exhibit "A" attached hereto (the "Property").
  - C. The Trustee is the legal titleholder of the Property.
- D. The unpaid principal balance on the Note 25 of the date hereof is Forty-Six Thousand Seven Hundred Thirty-Four and 85/100 Dollars (%6,734.85), with interest paid through the date hereof.
- E. The parties hereto desire to modify the payment terms of said Note by extending the time for repayment of the unpaid principal balance.

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

- 1. The above recitals are incorporated herein and made a part hereof.
- 2. The Forty-Six Thousand Seven Hundred Thirty-Four and 85/100 Dollars (\$46,734.85) principal balance of the Note shall be payable on December 21, 1988.
- 3. Interest from the date hereof shall be payable at the rate set forth in the Note, and at maturity.

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- 4. 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 of its rights under the Note, Trust Deed, or any one or more of the Security Instruments in the same manner as if this extension had not been granted.
- 5. This Extension Agreement is supplementary to the Note, Trust Deed and Security instruments. 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 Instruments, and any prepayment privileges therein expressly provided for, shall remainin full force and effect, except as herein expressly modified. The provisions of this Exension Agreement shall inure to the benefit of the Bank any any other holder of the Note and shall be binding on the Trustee, its successors and assigns.
- This Extension Agreement is executed by the Trustee, The Cosmopolitan 6. National Bank of Chicago, not personally but as trustee as aforesaid under trust number 25095, in the exercise of the power and authority conferred on and vested in it as such trustee (and The Cosmopolitan National Bank of Chicago 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 The Cosmopolitan National Bank of Chicago personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing nersunder, 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 of security thereunder, and that so far as The Cosmopolitan National Bank of Chicago, as trustee under trust number 25095, and its successors, and The Cosmopolitan National Bank of Chicago 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 by action to enforce the personal liability of the guarantors of the Note or by proceeding under the Security Instruments, one or all, whether or not proceedings to foreclose the Trust Deed have been instituted.

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the Bank and the Trustee have caused this Extension Agreement to be executed by the duly authorized officers of the Bank and the Trustee as of the day and year first mentioned above.

The Cosmopolitan National Bank of Chicago, individually

The Cosmopolitan National Bank of Chicago, as trustee as aforesaid, and not personally, under trust number 25095

Attest: Thinwis Mullery

By: Vice President

Attest: Wuneding M. Wilk

STATE OF ILLINOIS)

SS

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Katharina Schmidt, First Vice President of THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, and Antonio R. Guillen, Assistant Vice President of said Bank, who are personally know it to me to be the same persons whose names are subscribed to the foregoing instrument as such First Vice President and Assistant Vice President, respectively, appeared before the this day in persona 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, for the uses and purposes therein set forth, and the said Assistant Vice President then and there are knowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of December, 1987.

"OFFICIAL MAL"
Khowis 8. Kuran
Notary Public, State of Minois
My Commission Expires 12/18/91

Notary Public

## **UNOFFICIAL COPY**

Property of Cook County Clark's Office

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The State of Illinois

STATE OF ILLINOIS)

SS.

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Rose Trulis, Vice President and Trust Officer of THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, and Geraldine M. Wilk, Assistant Vice President and Trust Officer of said Bank, who are 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 Assistant Vice President and Trust Officer, respectively, appeared before the this day in persona 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 for the uses and purposes therein set forth, and the said Assistant Vice President and Trust Officer then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal in s 21st day of December, 1987.

Notary Public

This instrument prepared by and should be mailed to:

Katharina Schmidt First Vice President Cosmopolitan National Bank 801 North Clark Street Chicago, Illinois 60610 "OFFICIAL SEAL"
Sandra Steffens
Notary Public, State of Illinois
My Commission Expires 5/22/91

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## **UNOFFICIAL COPY**

Property of Cook County Clerk's Office

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### **EXHIBIT A**

Unit 837-1 in 837-39 South Laflin Condominium, Lots 111 and 112 (except the East 2 feet) in H.M. Taylor's Subdivision of Block 43 in the Canal Trustees' Subdivision of the West 1/2 and the West 1/2 of the North East 1/4 of Section 17, Township 39 North, The Or County Clark's Office Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.

Street Address:

8379-39 South Laffin Chicago, Illinois

17-17-317-081-1001

\$15.00 TRAN 1682 05/04/88 12:21:00 #5329 # 18 **\*-66-186732** 

COOK COUNTY RECORDER

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