

# UNOFFICIAL COPY

882-10651

## MORTGAGE AND PROMISSORY NOTE EXTENSION AGREEMENT

WHEREAS, American National Bank, as Trustee under Trust No. 104653-00, pursuant to Trust Agreement dated February 11, 1988, and America's Bar Limited Partnership, an Illinois limited partnership (hereinafter jointly referred to as "Maker") executed a certain Mortgage Promissory Note by which the Maker promised to pay to the order of Exchange National Bank of Chicago the sum of \$1,350,000.00 on or before May 15, 1988, with payments of interest only on said principal amount due on the 15th day of March, 1988 and the 15th day of April, 1988; and

WHEREAS, also on February 17, 1988 American National Bank, as Trustee aforesaid, executed a certain Mortgage securing the above mentioned Mortgage Promissory Note, which Mortgage was recorded by the Recorder of Deeds of Cook County, Illinois on February 18, 1988 as Document No. 88071478; and

WHEREAS, the property which is the subject of the above mentioned Mortgage is commonly known as 219 W. Erie Street, Chicago, Illinois and is legally described as follows:

Lots 9, 10 and 11 in Block 15 in Newberry's addition to Chicago in the East 1/2 of the West 1/2 of the North East 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; and 1-17-89 223 cv1

WHEREAS, the Maker and Exchange National Bank of Chicago, the holder of the above mentioned note, have agreed to extend the date upon which the principal amount of said note shall be due and payable.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The date upon which the principal balance of the above mentioned Mortgage Promissory Note shall be due and payable by the Maker to Exchange National Bank, the holder of said Note, shall be extended from May 15, 1988 to June 15, 1988.

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2. On May 15, 1988, the maker shall pay to Exchange National Bank, the holder of the said Note, an interest payment in accordance with the same terms and conditions as is set forth in said Mortgage Promissory Note pertaining to the interest payments due thereunder on March 15, 1988 and April 15, 1988.
3. Other than as set forth herein, all of the terms and provisions of the said Mortgage and Mortgage Promissory Note shall remain in full force and effect until said principal balance and all unpaid interest have been fully paid to Exchange National Bank, the holder of the said Note, and the lien of the Mortgage has been released by the Mortgagee thereunder.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 15th day of May, 1988.

American National Bank, as Trustee  
under Trust No. 104653-00, pursuant to  
Trust Agreement dated February 11, 1988

ATTEST:

By: [Signature]

Its: [Signature]

By: [Signature]

Its: [Signature]

America's Bar Limited Partnership, an  
Illinois Limited Partnership

ATTEST:

By: [Signature]

Its: [Signature]

By: Chicago's America Bar, Inc. an  
Illinois Corporation  
Its: Managing General Partner

By: [Signature]

Exchange National Bank of Chicago

ATTEST:

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: [Signature]

Its: [Signature]

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of Exchange National Bank of Chicago, an Illinois corporation, and Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst. Vice President and 1st Vice President Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and said \_\_\_\_\_ Secretary did also then and there acknowledge that he as custodian of the corporate seal of said corporation did affix said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 21 day of May, 1988.

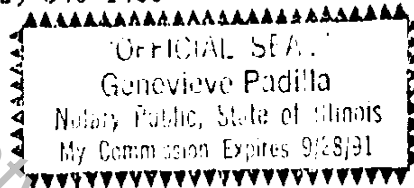
\_\_\_\_\_  
Notary Public

This instrument prepared by:

Marshall D. Krolick, Esq.  
Deutsch, Levy & Engel, Chtd.  
225 W. Washington Street  
Suite 1700  
Chicago, Illinois 60606  
(312) 346-1460

STATE OF Texas )ss:

COUNTY OF Harris )ss:



BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared J. Stuart Sargenc, known to me to be the person whose name in subscribed to the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23rd day of May, 1988.

Yvette K. Schultz  
Yvette K. Schultz

Notary Public, Harris County, Texas.

My commission expires 3-25-89.

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T#3333 TRAN 8733 06/03/88 15:00:00  
#8141 # C \*--88-240651  
COOK COUNTY RECORDER

48-24003

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Property of Cook County Clerk's Office

Deatsett, to of, 12-1-11  
225 W. Washington  
Chicago, IL 60601  
507 1290