

# UNOFFICIAL COPY

EXTENSION AGREEMENT

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This Agreement, made as of this 31st day of December, 1988, 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 pursuance 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 #86180988, as amended by an Extension Agreement dated October 27, 1986 and recorded as document #86532079, further amended by an Extension Agreement dated January 31, 1987, and recorded as document #88046334, and further amended by an Extension Agreement dated June 30, 1987, and recorded as document #87465250, and further amended by an Extension Agreement dated the 31st day of August, 1987, and recorded as document #88046335, and further amended by an Extension Agreement dated the 30th day of November, and recorded as document #88046336, and further amended by an Extension Agreement dated the 31st day of March, 1988, and recorded as document #88146342 conveying real estate, in the County of Cook, State of Illinois, legally described in Exhibit "A" attached hereto and made a part 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 30th day of June, 1989. And

Whereas, the parties hereto have agreed upon an extension of time in said Note and Mortgage upon the terms and conditions hereinafter set forth. 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 November 30, 1988, is \$1,526,073.69.
2. The due date of December 31, 1988 is hereby extended to June 30, 1989.

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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 Agreements, 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.

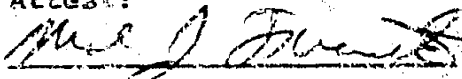
And it is expressly understood and agreed by and between the parties hereto that the covenants and agreements herein contained shall bind, and inure, to the respective heirs, executors, administrators, legal representatives and assigns of the said parties hereto.

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 and  
Trust Company of Chicago

By: 

Attest:

  
Mrs. J. Sullivan - Secretary

THE SIDER ATTACHED HERETO AND MADE A PART HEREOF  
"Borrower"

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

By: 

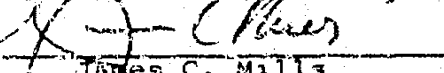
JOSEPH W. LANG VICE PRESIDENT

Attest:

  
Joseph H. Beckman

  
Joseph W. Lang  
ROSEMARY C. LANG Assistant Secretary

Consent and Acknowledgement of Guarantors:

  
James C. Mills

  
Lois C. Mills

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RIDER ATTACHED TO AND MADE A PART OF  
MORTGAGE (EXTENSION AGREEMENT)

Dated December 31, 1988 Under Trust No. 108440

This instrument is executed by LASALLE NATIONAL BANK, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants, and conditions to be performed by LASALLE NATIONAL BANK are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted to be enforceable against LASALLE NATIONAL BANK by reason of anything contained in said instrument or in any previously executed document, whether or not executed by said LASALLE NATIONAL BANK, either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement. All such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon LASALLE NATIONAL BANK, personally or as said Trustee, to sequester the rents, issues and profits arising from the disposition thereof; but so far as said trustee and its successors and said LASALLE NATIONAL BANK personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefore and as provided in said note or by action to enforce the personal liability of the guarantor, if any.

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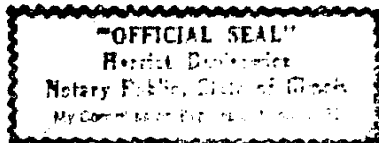
STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK   )

I, HARRIET DEWILLEWICE, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that WILLIAM H. LANG Vice/ President, ALBERT J. BROWN Cashier, LESLIE J. BROWN Assistant Secretary of said bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such bank officers and persons and acknowledged that they signed and delivered the said instrument as their bank 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 she, as custodian of the corporate seal of said bank, did affix the corporate seal of said company to said instrument as her bank 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 2nd day of May, 19 89.

*H. Dewillewice*  
Notary Public

My commission expires:



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STATE OF ILLINOIS )

) SS

COUNTY OF )

I, Jayna A. Thomas, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Walter Salinas, Vice President of American National Bank Trust Company of Chicago, a national banking association, and Mark J. Casella, 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 1st day of May, 1987.

Jayna A. Thomas  
Notary Public

My commission expires:

My Commission Expires February 24, 1990

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## Exhibit A

### PARCEL 1:

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 Kissie'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 pits, 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.

Property address: 161 Chicago Avenue East, Chicago, Unit 62-51

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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DEPT-01 428.75  
143333 TRAN 5/12/89 14:39:00  
46619 + C 81-89-215971  
COOK COUNTY RECORDER

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28.20

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RETURN TO:

AMERICAN NATIONAL BANK  
AND TRUST Co. of CHICAGO  
ATTENTION: MIKE EBER  
33 NORTH LA SALLE  
CHICAGO IL 60690