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EXTENSION AGREEMENT

\$16.00

This Agreement, made as of this 30th day of June, 1989 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 COSMOPOLITAN/BANK, National Bank of Chicago, not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated October 6, 1987, and known as Trust Number 28309, "Borrower".

WITNESSETH:

That whereas, the Borrower heretofore executed a certain Mortgage dated the 7th day of June, 1988, and recorded on June 8, 1988 in the office of the Recorder of Deeds of Cook County Illinois, as Document No. 88249256, as amended by a Modification Agreement dated October 14, 1988 and recorded the 14th day of November, 1988 as document No. 88522932, conveying real estate, lying and being 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 one certain Note executed by Borrower of the sum of EIGHT HUNDRED THOUSAND AND NO/100 (\$800,000/100) DOLLARS. AND,

Whereas, said Mortgage securing said Note is a valid and subsisting lien of the premises described in said Mortgage, for the principal sum of \$900,000.00 as amended by the Modification Agreement dated the 14th day of October, 1988, referenced above. AND,

Whereas, the said Note by its terms, is due and payable on the 30th day of June, 1989. AND,

Whereas, the parties hereto have agreed upon a modification in said Note and Mortgage upon the terms and conditions hereinafter setforth. NOW,

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

- 1) The principal balance outstanding as of June 29, 1989 is NINE HUNDRED THOUSAND AND NO/100S (\$900,000.00) DOLLARS
- 2) The due date of June 30, 1989 is hereby extended to June 30, 1990.

And the said parties hereto further mutually agreed that all provisions, stipulations, powers and covenants in said Note and in the Mortgage contained, as modified by this Modification Agreement, shall stand and remain unchanged and in full force and effect for and during said modified period, except only as the same are herein and hereby specifically varied or amended; and further that in the event of a failure to repay the same principal sum of \$900,000.00 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 and this Agreement, 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 Modification had not been granted, anything hereinbefore contained to the contrary notwithstanding.

And it is expressly understood and agreed by and between

COOK COUNTY, ILLINOIS

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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: *Thomas R. [Signature]*  
Vice President

Attest:

*Thos. D. [Signature]*  
Assistant Secretary

"Borrower"  
Cosmopolitan ~~Bank~~ National Bank of Chicago  
not personally, but solely as  
Trustee under Trust No. 28309

By: *Green J. [Signature]*  
Asst. Vice President

Attest:

*Jennie [Signature]*  
~~Assistant Secretary~~ Trust Officer

Consent & Acknowledgment of Guarantors:

*Wayne D. [Signature]*  
Wayne Bobers

*Robert M. [Signature]*  
Robert McCoy

This instrument prepared by  
and after recording return to:

*mail 20*  
Laura L. Bozell  
American National Bank & Trust Co.  
33 N. LaSalle Street  
Chicago, IL 60690

Box 333

89345413

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Office

EXTENSION AGREEMENT  
THIS AGREEMENT IS EXECUTED BY THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, 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 THE COSMOPOLITAN NATIONAL BANK OF CHICAGO 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 the said THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, either individually or as Trustee aforesaid, personally to pay the said note or any interest that may accrue thereon or any indebtedness accruing hereunder or thereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by the mortgagee and by every person now or hereafter claiming any right or security hereunder or thereunder, and that so far as THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, either individually or as Trustee aforesaid, or its successor personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder or thereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby or thereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

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STATE OF ILLINOIS )  
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COUNTY OF )

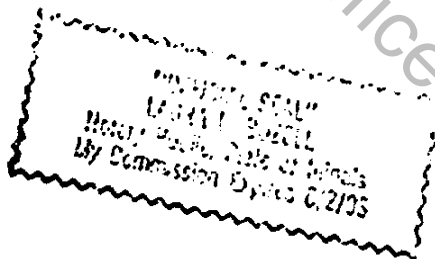
I, Laura L. Rozell, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Thomas R. [unclear], Vice President of American National Bank and Trust Company of Chicago, a national banking association, and Henry D. [unclear], Assistant Secretary of said national banking association, 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 10<sup>th</sup> day of July, 1909.

Laura L. Rozell  
Notary Public

My commission expires:

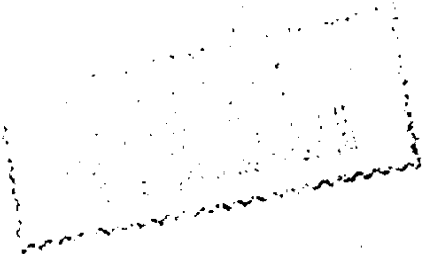
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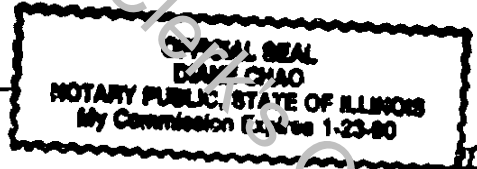
I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that ~~Eileen F. Gamberding, Asst. Vice President~~ ~~Trust Officer~~ of ~~Cosmopolitan National Bank of Chicago~~, and Sandra Steffens, Trust Officer ~~Assistant Secretary~~ of said Company, who are 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 11th day of July, 1981

Blaise M. Chao  
Notary Public

My commission expires:

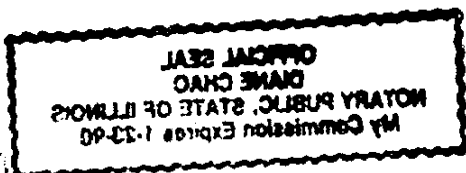
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## EXHIBIT A

### PARCEL 1:

LOT 61 IN SCOTT'S SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF BLOCK 1 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

LOTS 62 AND 63 IN IRA SCOTT'S SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF BLOCK 1 IN SHEFFIELD ADDITION TO CHICAGO IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

### PROPERTY ADDRESSES:

PARCEL 1: 1653 NORTH HALSTED STREET, CHICAGO, IL 60614

PARCEL 2: 1655-57 NORTH HALSTED STREET, CHICAGO, IL 60614

### PERMANENT INDEX NUMBERS:

PARCEL 1: 14-33-313-019-0000

PARCEL 2: 14-33-313-018-0000

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