

UNOFFICIAL COPY 90411539

This EXTENSION AGREEMENT, is made this 10th day of August 19 90 by and between AMALGAMATED TRUST & SAVINGS BANK, an Illinois banking corporation, the owner of the mortgage or trust deed hereinafter described, and AMALGAMATED TRUST AND SAVINGS BANK AS TRUSTEE U/T/A #2220 DATED 5/14/71 representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"), WITNESSETH:

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal promissory note or notes of AMALGAMATED TRUST AND SAVINGS BANK AS TRUSTEE U/T/A #2220 dated Jan. 10, 1985, secured by a mortgage or trust deed in the nature of a mortgage registered recorded Jan. 31, 1985, in the office of the Recorder of Deeds Cook County, Illinois in book --- at page --- as document No. 27426045 conveying to Amalgamated Trust & Savings Bank, as Trustee, certain real estate in Cook County, Illinois described as follows: SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION. P. I. N. #17-03-201-076-1050 PROPERTY ADDRESS: 1100 LAKE SHORE DRIVE CHICAGO, IL

DEPT-01 RECORDING \$17.00 FROM 8785 08/23/90 12:12:00 #2674 #11 \*--90-411539 COOK COUNTY RECORDER

THIS EXTENSION AGREEMENT ALSO EXTENDS THE ASSIGNMENT OF RENTS RECORDED AS DOCUMENT NO. 27426045

2. The amount of principal remaining unpaid on the indebtedness is \$163,359.58

3. Said remaining indebtedness of \$163,359.58 plus interest from this date on the balance of principal remaining from time to time unpaid at the simple annual rate of 10 per cent shall be paid in installments of principal and interest as follows:

ONE HUNDRED NINETY NINE AND NO/100 s PLUS INTEREST-----Dollars (\$199.00 + INTEREST on the 10th day of September, 1990 and A LIKE AMOUNT OF Dollars (\$199.00 + Interest) on the 10th day of each month thereafter until said indebtedness is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 10th day of August, 1991,

and the Owner in consideration of such extension promises and agrees to pay the entire indebtedness secured by said mortgage or trust deed plus interest as and when therein provided, as hereby extended, and to pay interest after maturity or default at the rate of 15 per cent per annum; and to pay both principal and interest in the coin or currency provided for in the mortgage or trust deed hereinabove described, but if that cannot be done legally then in the most valuable legal tender of the United States of America current on the due date thereof, or the equivalent in value of such legal tender in other United States currency, at such banking house or trust company in the City of Chicago as the holder or holders of the said principal note or notes may from time to time in writing appoint, and in default of such appointment then at Amalgamated Trust & Savings Bank, One West Monroe Street, Chicago, Illinois 60603.

4. If any part of said indebtedness or interest thereon be not paid at the maturity thereof as herein provided, or if default in the performance of any other covenant of the Owner shall continue for twenty days after written notice thereof, the entire principal sum secured by said mortgage or trust deed, together with the then accrued interest thereon, shall, without notice, at the option of the holder or holders of said principal note or notes, become and be due and payable, in the same manner as if said extension had not been granted.

5. This Extension Agreement is supplementary to said mortgage or trust deed. All the provisions thereof and of the principal note or notes, including the right to declare principal and accrued interest due for any cause specified in said mortgage or trust deed or notes, but not including any prepayment privileges unless herein expressly provided for, shall remain in full force and effect except as herein expressly modified. The Owner agrees to perform all the covenants of the grantor or grantors in said mortgage or trust deed. The provisions of this Extension Agreement shall inure to the benefit of any holder of said principal note or notes and interest notes and shall bind heirs, personal representatives and assigns of the Owner. The Owner hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois with respect to said real estate. If the Owner consists of two or more persons, their liability hereunder shall be joint and several.

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this Extension Agreement the day and year first above written.

AMALGAMATED TRUST & SAVINGS BANK By: [Signature] President Attest: [Signature] Secretary

AMALGAMATED TRUST AND SAVINGS BANK AS TRUSTEE U/T/A #2220 (SEAL) See attached for signature (SEAL)

This document prepared by: JOHN L. MULLEN, 1 WEST MONROE STREET, CHICAGO, IL 60603

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8/7/90

# UNOFFICIAL COPY

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

ss.

I, \_\_\_\_\_  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of homestead.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Notary Public

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

ss.

I, \_\_\_\_\_  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

Assistant Vice-President of the \_\_\_\_\_ and 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 Assistant 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 act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Notary Public

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

ss.

I, \_\_\_\_\_  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

and \_\_\_\_\_, Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_, respectively, appeared before me this day in person 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 Corporation, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that, as custodian of the corporate seal of said Corporation, he did affix said corporate seal 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 \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Notary Public

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

ss.

I, \_\_\_\_\_  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

and \_\_\_\_\_, 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 \_\_\_\_\_ and \_\_\_\_\_, respectively, appeared before me this day in person 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 Secretary then and there acknowledged that, as custodian of the corporate seal of said Bank, he did affix said corporate seal 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 \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Notary Public

FOR INDIVIDUAL OWNER (S)

FOR LAND TRUST OWNER

FOR CORPORATE OWNER

FOR AMALGAMATED BANK

90411539

RECORDED

14

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## EXHIBIT "A"

UNIT NUMBER 27B, IN THE 1100 LAKE SHORE DRIVE CONDOMINIUM, AS  
DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 5, TOGETHER WITH ACCRETIONS THERETO, AND PART OF LOT 4 IN THE SUB-  
DIVISION OF THE SOUTH 1/2 OF LOT 11 AND THE EAST PART OF LOT 12 IN  
BLOCK 2 IN THE CANAL TRUSTEE'S SUBDIVISION, TOGETHER WITH PARTS OF LOTS  
33 AND 34 IN HEALEY'S SUBDIVISION OF LOT 1 AND THE NORTH 1/2 OF LOT 11  
AND PART OF LOT 10 IN BLOCK 2 IN THE CANAL TRUSTEES' SUBDIVISION, ALL  
IN THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS:

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM  
RECORDED AS DOCUMENT 25274945, TOGETHER WITH ITS UNDIVIDED PERCENTAGE  
INTEREST IN THE COMMON ELEMENTS.

Cook County Clerk's Office

90411539

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# UNOFFICIAL COPY

RIDER ATTACHED TO Extension Agreement  
DATED: 8/10/90

This instrument is executed by AMALGAMATED TRUST AND SAVINGS BANK, not in its individual capacity, but as Trustee as aforesaid, and it is expressly agreed that nothing herein contained shall be construed as creating any liability on said AMALGAMATED TRUST AND SAVINGS BANK in its individual corporate capacity with respect to any warranty or representation contained in this instrument, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right or interest hereunder, and the parties hereto and such other persons shall accept this instrument upon the express condition that no duty shall rest upon said AMALGAMATED TRUST AND SAVINGS BANK, either in its individual corporate capacity, or as said Trustee, to collect, receive, sequester or retain for any purpose the rents, issues and profits arising from the property hereinabove described or the property or funds at any time subject to said Trust Agreement, or the proceeds arising from the sale or other disposition of any such property, or to continue as such Trustee, or to retain any right, title or interest in or to the property hereinabove described or in or to any part of all of the property or funds at any time subject to said Trust Agreement.

AMALGAMATED TRUST AND SAVINGS BANK  
NOT INDIVIDUALLY, BUT AS TRUSTEE  
UNDER TRUST NO. 2220

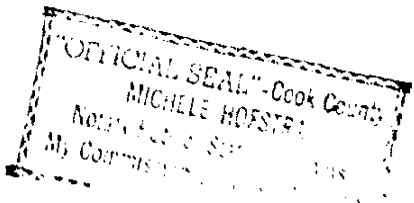
BY: Edward C. Swagard  
VICE PRESIDENT

ATTEST: Beatrice Spargo  
ASST. SECRETARY

STATE OF ILLINOIS) SS  
COUNTY OF COOK )

90411539

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify, that Edward Swagard VICE PRESIDENT of AMALGAMATED TRUST AND SAVINGS BANK, AND Beatrice Spargo ASSISTANT SECRETARY of said banking corporation, 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 free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said banking corporation, did affix the said corporate seal of said banking corporation to said instrument as her own free and voluntary act, and as the free and voluntary act of said banking corporation, as Trustee for the uses and purposes herein set forth.



GIVEN UNDER BY HAND AND NOTARY SEAL  
THIS 13<sup>th</sup> DAY OF August, 19 90  
Michele Hofstra  
NOTARY PUBLIC

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HEREIN IS UNCLASSIFIED

DATE 01-23-2010 BY 60322/STP/STP  
REASON: 5AC2