UNOFFICHALS COPY 3 4

EXTENSION AGREEMENT

This Agreement, made as of this 18th day of July, 1990 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 AMERICAN NATIONAL BANK AND TRUST COMPANY 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 29, 1984, and known as Trust Number 62605, "Borrower".

WITNESSETH:

70-04-169 D3 ABZ

That whereas, the Borrower heretofore executed a certain Mortgage dated the 15th day of November, 1985, and recorded on November 22, 1985 in the office of the Recorder of Deeds of Cook County, Illinois, as Document No. 85294474, and modified by a Modification of Note and Mortgage dated the 31st day of July, 1987, and recorded on January 26, 1988 in the office of the Recorder of Deeds of Cook County, Illinois, as Document No. 88038241, as modified by a Modification Agreement dated the 31st day of July, 1988, and recorded on September 9, 1938 in the office of the Recorder of Deeds of Cook County, Illinois, as Document No. 88411016, as modified by a Modification Agreement dated the 3rd day of May, 1989, and recorded on June 20, 1989 in the office of the Recorder of Deeds of Cook County, Illinois, as Document No. 89279128, as modified by a Modification Agreement dated the 31st day of July, 1989 and recorded on the 26th of October, 1989, in the office of the Recorder of Deeds of Cook County, Illinois, as Document #89508540, as modified by a Modification Agreement dated the 22nd day of January, 1990 and recorded on the 24 day of Cook County, Illinois, as Document #89508540, as modified by a Modification Agreement dated the 22nd day of January, 1990 and recorded on the 24 day of Cook County, Illinois, as Document #89508540, as modified by a Modification Agreement dated the 22nd day of January, 1990 and recorded on the 24 day of Cook County, Illinois, as Document #001 (1232) 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 SIX MILLION NINE HUNDRED THOUSAND AND NO/100 (\$6,900,000.00) DOLLARS. AMD,

Whereas, the principal amount of said Note and Mortgage was increased from SIX MILLION NINE HUNDRED THOUSAND AND NO/100 (\$6,900,000.00) DOLLARS to SEVEN MILLION FIVE HUNDRED THOUSAND AND NO/100 (\$7,500,000.00) DOLLARS per the aforementioned Modification Agreement dated July 31, 1988. And,

Whereas, the principal amount of said Note and Nortgage was increased from SEVEN MILLION FIVE HUNDRED THOUSAND AND NO/100 (\$7,500,000.00) to EIGHT MILLION FOUR HUNDRED LIFTY THOUSAND AND NO/100 (\$8,450,000.00) DOLLARS per the aforementioned Modification Agreement dated May 3, 1989. And,

Whereas, said Mortgage, as modified, securing said Note is a valid and subsisting lien of the premises described in said Mortgage, for the principal sum of \$8,450,000.00 AND,

Whereas, the said Note by its terms, as amended, is due and payable on the 31st day of July, 1990. AND,

Whereas, the parties hereto have agreed upon an extension of time 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 July 18, 1990 is EIGHT MILLION SEVENTY-FOUR THOUSAND EIGHTY-ONE AND 81/100 (\$8,074,081.81) DOLLARS

EXTENSION ACREEMENT

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WITNESSETT:

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Whereas, the said Note by its terms, we smemiss, and payable on the 31st day of July, 1990, AND,

extension of time in said Note and verter of the contact and extension of time in said Note and were even and and conditions because the conditions because the conditions.

Thebefore, in consideration of the production of the product of the promises and agreements made by and horsely the said parties do hereby autority the said parties do hereby autority that to the following:

1) The principal balance cutstanting as at the continues of the continues of the second marking second cutstant allow as a continue of the second sec

- 2) The due date of July 31, 1990 is hereby extended to January 31, 1991.
- 3) A fee in the amount of \$15,843.75 will be paid to the Lender as additional consideration for this extension.

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 this Modification Agreement, 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 repay the same principal sum of \$8,450,000, or so much as is here outstanding as herein provided, or to keep, fulfill or priorm 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 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

This increment is executed by the underrighed Land Trustee, not personally bid solely as flush a situal control of the process of authority of all independent engagements as such trackers. It is majorable on the most of the control maintry or personal rescriptivity to account by an objet at any time be asserted anomalies against the Trustee on account of any rearranty, Indemnity, representation, covernm, undertailing or agreement of the Trustee in this instrument

"Londer" American National Bank a Trust Company of Chicago

Vica President

Assistant Secretary

> "Borrower" American National Bank & Trust Company of Chicago, not personally, solely as Trustee under Trust

no. 62605

Muns. TELUND Vice President

Attest:

COOK COUNTY, ILLING

1990 MJG 24 PM **3**: 05

90414284

Acknowledgment of Guarantors: Consent

Gerald A. Kolschowsky James O'Donnell

Leonard R. Kolschowsky

This instrument prepared by and after recording return to: Laura Bozell

American National Bank 33 North LaSalle Street Chicago, Illinois 60091

EXTENSION AGREEMENT

- 2) The due date of July 31, 1990 is hereby entried January 31, 1991,
- 3) A fee in the amount of \$15,843.75 with the equation of the consideration of the consideration of the consideration.
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In witness whereof, the crist of sealed and delivered these procents aboye, written.

400000

Assistant Secreter

"Borrower" American Nerrowall Bank & Trust Company of Chicago, not personally, but solely as Trusted colon

: 32:3735

Assistant Secretary

Consent, & Acknowledgment of Guarantoya

noblem.

Gerald A. Kolschowsky

This instrument prepared by and artean concerning the Laure Bozell
American National Bank
33 Morth LaSalle Street
Chicago, Illinois 60091

STATE OF ILLINOIS)	
and for said County in the State aforthat American National Bank and Trust Compational banking association, and Application of said national personally known to me to be the same subscribed to the foregoing instrument and Application of the foregoing instrument of the foregoing i	pany of Chicago, a William A. Your I banking association, e persons whose names are nt as such Villiam y, appeared before me that they signed and
acts, and as the use and purposes the said // le / le / le / did also ther that he as custodian of the corporate banking association, did affix the said national banking association to own free and voluntary act, and as the of said national banking association, purposes therein set forth.	erein set forth; and the n and there acknowledge seal of said national aid corporate seal of said instrument as his ne free and voluntary act for the uses and
of fully 1990.	Seal this 7 day Micia A Stiste Notary Public
My commission expires:	"OFFICIAL SEAL"
	PATRICIA A. KUSTEC Notary Public, State of Illinois My Commission Expires 5/7:194

STATE OF ILLINOTS COUNTY OF COOK rol tors American Mattenat Caret Control of the control of t de e bisa 10 Beford Ty Kroue to 53 € 1 9m subscribed to the foregrams conthis day in person and betweeter delivered the restrictions mer sett an bon tate g aug liete oda จีบ ละเกิดสะบัย ติด**ี จัก** เพศา banking association, did billis gooden perferry Indoited bice own free and volumeary act, of said national khabing association purposes therein set toith: Given under my hand and lote. 472 My combission expites

	PATE OF ILLINOIS) SS SUNTY OF)
an the Amman con per income san pur the cor of vol cor	ANNE M. MARCHERT , a Notary Public in d for Fold County in the State aforesaid, DO HEREBY CERTIFY at Peter Johansen , a Trust Officer of erican National Bank and Trust Company of Chicago, d Claire Fosati Feley , Assistant Secretary of said mpany, who are personally known to me to be the same risons whose names are subscribed to the foregoing strument as such Crust Officer and person and acknowledged at they signed and relivered the said instrument as their in free and voluntary act and as free and voluntary act of id Company, as Trustee and aforesaid, for the uses and risoness therein set forth; and the said Assistant Secretary en and there acknowledged that he, as custodian of the risonate seal of said company, did affix the corporate seal said company to said instrument as his own free and luntary act and as the free and voluntary act of said mpany as Trustee as aforesaid, for the uses and purposes are in set forth.
of	Given under my hand and Notarial Seal this AUG 9 1990,
Mv	"OFFICIAL SEAL" ANNE M. MARCHERT NOTARY PUBLIC, STATE OF ILLINOIS COMM Completion Address 1/23/04

90414284

COUNTY OF CHANDERN IN OWAR and for said County in the Statu American Mational Land and truck Chates in satt Meley Company, who are personally he persons whose names are subimstrument as such Trast that they signed and devine traduov kare esti ako Baid Couping, un trav des niedodd issocgaug of said company to said co voluntary act and as the free and we company as Trustee as Placesaid theress set forth. Civen under my band and Macagasi sees there TARK JAKATAR ANNE M. MARCHMAT