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1990 SEP 13 PM 2:34

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EXTENSION AGREEMENT

\$ 16.00

A982303 - F2

This Agreement, made as of this 1st day of August, 1990, 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 CHICAGO TITLE AND TRUST COMPANY, not personally, but as Trustee under the provisions of a Deed or Deeds in Trust duly delivered to said Trustee in pursuance of a Trust Agreement dated September 28, 1988 and know as Trust Number 1092226 ("Borrower").

WITNESSETH:

Whereas, the Borrower heretofore executed a certain Mortgage, Security Agreement and Assignment of Leases and Rents dated the 14th day of August, 1989 and recorded the 18th day of August, 1989 in the office of the Recorder of Deeds of Cook County, Illinois, as Document #89386177, as amended pursuant to an Extension Agreement dated April 24, 1990, recorded May 17, 1990 as document #90228937, conveying real estate, in the County of Cook, State of Illinois, legally described in Exhibit "A" attached hereto and made apart hereof by this reference; which said Mortgage, Security Agreement and Assignment of Leases and Rents was given to secure the payment of a Note executed by the Borrower in the sum of SEVEN HUNDRED FIFTY THOUSAND AND NO/100 (\$750,000.00) DOLLARS.

Whereas, said Mortgage, Security Agreement and Assignment of Leases and Rents, securing said Note is a valid and subsisting lien of the premises described in said Mortgage, Security Agreement and Assignment of Leases and Rents, for the principal sum \$750,000.00 And

Whereas, the said Note by its terms, as amended, is due and payable on the 1st day of August, 1990. And

Whereas, the parties hereto have agreed upon an extension of time in said Note and Mortgage, Security Agreement and Assignment of Leases and Rents, upon the terms and conditions hereinafter setforth. 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 August 1, 1990 is SIXTY THREE THOUSAND FOUR HUNDRED SIXTY NINE AND 44/100 (\$63,469.44);
2. The due date of August 1, 1990 is hereby extended to November 1, 1990.

And the said parties hereto further mutually agree that all provisions, stipulations, powers and covenants in said Note and in the Mortgage, Security Agreement and Assignment of Leases and Rents contained, as modified by this Extension Agreement, shall stand and remain unchanged and in full force 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 \$750,000.00 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

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in said Mortgage, Security Agreement and Assignment of Leases and Rents, then the whole of said principal sum shall, as 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: *Russell Mark*

Attest:

*Jan. J. Hill*

Borrower  
Chicago Title and Trust Company  
as Trustee under Trust  
Agreement Number 1092226 AND NOT PERSONALLY

SEP 6 1990

By: *James P. Stellas*  
ASST. VICE PRESIDENT

Attest:

*Robert J. Catalano*  
ASST. SECRETARY

Consent and Acknowledgment of Guarantors:

*James P. Stellas*  
James P. Stellas

*George P. Stellas*  
George P. Stellas

*Dean P. Stellas*  
Dean P. Stellas

This instrument prepared by and after recording return to:

Mary J. Gonzalez  
American National Bank and Trust  
Company of Chicago  
33 North LaSalle Street  
Chicago, Illinois 60690

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in said mortgage, whereby the same was  
and the same, then the whole of the same  
of the holder of the same and to the  
and the same and any other person  
in the same, in the same, in the same  
extension has not been granted, and the  
contained in the certificate hereunto

and it is expressly understood and agreed  
parties hereto that the proceeds of the  
contained hereon, and interest thereon,  
extended, and interest thereon, shall be  
of the said parties hereto.

to which parties, the said parties hereto  
and delivered their proceeds to the  
above written.

Witness my hand and seal of the  
County of Cook, Illinois, this  
day of \_\_\_\_\_, 19\_\_.

Countersigned by \_\_\_\_\_

James P. \_\_\_\_\_

George T. \_\_\_\_\_

John A. \_\_\_\_\_

This instrument prepared by and attested  
by the undersigned.

Mary A. \_\_\_\_\_  
Attorney at Law, 11 North La Salle Street,  
Chicago, Illinois.

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EXTENSION AGREEMENT

## EXHIBIT A

Legal Description:

LOTS 44 AND 45 IN BOCK 4 IN DAVID S. LEE'S ADDITION TO CHICAGO IN SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N:

17-06-107-010

Address: 2029 West Pierce Chicago, Illinois

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A THIRTY

Legal Description  
LOT 24 AND 25 OF BLOCK 12, CHICAGO  
DIVISION IN DISTRICT 14, CHICAGO  
ILLINOIS

PL 111

11-01-10-01

Address: 111 West Franklin Street, Chicago, Illinois

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STATE OF ILLINOIS )  
COUNTY OF Cook ) SS

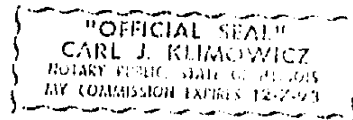
I, CARL J. Klimowicz, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that PAUL MARTIN, Vice President of American National Bank and Trust Company of Chicago, a national banking association, and James Phillip, Assistant Secretary of said national banking association, 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 5<sup>TH</sup> day of September, 1990.

Carl J. Klimowicz  
Notary Public

My commission expires:

12-7-93



Notary Public of Cook County Clerk's Office

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STATE OF ILLINOIS

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COUNTY OF COOK

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