

# UNOFFICIAL COPY

90512479

Extension Agreement  
Date: October 4, 1990

RIDER ATTACHED TO AND MADE A PART OF A TRUST DEED DATED  
SEPTEMBER 19, 1988, IN THE PRINCIPAL SUM OF FIFTEEN  
AND NO/100 DOLLARS, PAYABLE TO  
FIRST CHICAGO BANK OF WINNETKA F/K/A THE WINNETKA BANK  
AND PREVIOUSLY EXTENDED 3/19/90

EXECUTED BY ALBANY BANK AND TRUST COMPANY AS TRUSTEE UNDER  
TRUST AGREEMENT DATED NOVEMBER 17, 1980 AND KNOWN AS  
TRUST NUMBER 11-3966

FOR VALUE RECEIVED, the undersigned, Albany Bank and Trust  
Company as Trustee under Trust Agreement dated 11/17/80 and  
known as Trust Number 11-3966 and not individually, promises to  
pay to First Chicago Bank of Winnetka f/k/a The Winnetka Bank,  
assignee, the remaining unpaid principal balance of the within  
Note which said balance as of the date hereof is Fifteen  
Thousand and no/100 Dollars (\$15,000.00), together with interest  
from October 4, 1990 on the balance of principal remaining from  
time to time unpaid at the rate of fourteen per cent (14.000%)  
per annum in installments as follows: the final payment of  
principal and interest, if not sooner paid, shall be due on the  
19th day of March 1991; and the undersigned further covenants,  
agrees and promises to perform all of the obligations and to be  
bound by all of the terms, covenants, conditions and provisions  
of the within Installment Note (except only as hereinabove in  
this Rider modified) and the Trust Deed securing said  
Installment Note; hereto severally waiving presentment for  
payment, notice of dishonor, protest and notice of protest.

WHEREAS, First Chicago Bank of Winnetka f/k/a The Winnetka Bank  
is the legal owner and holder of that certain Installment Note,  
executed by Albany Bank and Trust Company as Trustee under Trust  
Agreement dated 11/17/80 and known as Trust Number 11-3966, in  
the principal sum of \$15,000.00, payable to First Chicago Bank  
of Winnetka f/k/a The Winnetka Bank and dated September 18,  
1988, which said note is secured by Trust Deed dated September  
18, 1988, recorded in the Office of the Recorder of Deeds of  
Cook County, Illinois, as Document Number 81448700 conveying the  
following described property, to-wit:

Parcel 1: Lot 5 in Unit No. 2, Building No. 28, 211 in Lakeside  
Villas Unit No. 2, being a Resubdivision of part of the South  
West 1/4 of the South East 1/4 of Section 9, Township 42 North,  
Range 11, East of the Third Principal Meridian, in Cook County,  
Illinois, according to the Plat thereof recorded March 1, 1972  
as Document No. 21838975, in Cook County, Illinois.

Parcel 2: Easement for ingress and egress, appurtenant to and  
for the benefit of Parcel No. 1 as set forth in the Declaration  
dated December 9, 1971 and recorded December 17, 1971 as  
Document No. 21751908 and as amended by instrument dated March  
23, 1972 and recorded March 30, 1972 as Document No. 21851782.

C/K/A: 725 Lakeside Circle Dr., Wheeling, Illinois 60090

PIN: 03-09-404-145

Dated at Winnetka, Illinois, this  
4th day of October, 1990

ALBANY BANK AND TRUST COMPANY AS  
TRUSTEE UNDER TRUST AGREEMENT DATED  
11/17/80 AND KNOWN AS TRUST #11-3966

Trustee's Exoneration  
Rider attached hereto  
as Exhibit "A" is  
expressly made a part  
hereof.

by *Charles J. [Signature]*  
Authorized Signature *Chief of Office*  
*Michael P. [Signature]*  
Vice President

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REITITLE SERVICES # RIC-915

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Property of Cook County Clerk's Office

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EXHIBIT "A"

THIS EXTENSION AGREEMENT is executed by the undersigned Trustee, no personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything therein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended not as personal covenants, undertakings of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but his instrument is executed and delivered by ALBANY BANK AND TRUST CO. N.A., as Trustee solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforced against ALBANY BANK AND TRUST CO., N.A. as trustee, its agents, or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal note contained, either expressed or implied, all such personal liability, if any, being expressly waived and release by the party of the second part or holder or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right of security hereunder.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that ALBANY BANK AND TRUST CO., N.A., individually, shall have no obligation to see to the performance or non-performance or any of the covenants herein contained and shall not be personally liable for any action or non-action taken in violation of any of the covenants herein contained, it being understood that the payment of the money secured hereby and the performance of the covenants herein contained shall be enforced only out of the property hereby mortgaged and the rents, issues and profits thereof.

FILED BY  
 DEPT. OF CLERK'S OFFICE  
 ALBANY, N.Y.  
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BT

STATE OF ILLINOIS )  
                          ) SS:  
COUNTY OF COOK     )

I, The Undersigned, a Notary Public in and for  
said County, in the State aforesaid, DO HEREBY CERTIFY, that  
ARNOLD J. KARZOU, personally known to me to be the  
LAND TRUST OFFICER of ALBANY BANK AND TRUST CO., N.A.  
and MICHAEL BENTCOVER, personally known to me to be the  
VICE-PRESIDENT of said Corporation, and personally  
known to me to be the same persons whose names are subscribed to  
the foregoing instrument, appeared before me this day in person  
and severally acknowledged that as such LAND TRUST OFFICER  
and VICE-PRESIDENT, of said corporation, and caused  
the corporate seal of said corporation to be affixed thereto  
pursuant to authority given by the Board of Directors of said  
corporation as their free and voluntary act and deed of said  
corporation, for uses and purposes therein set forth.

GIVEN under my hand and NOTARIAL SEAL, this 15 day  
of October, 1990

Grace E. Stanton  
Notary Public

My Commission Expires:

GRACE E. STANTON  
Notary Public in the State of Illinois  
My Commission Expires 4/17, 1992

Cook County Clerk's Office

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