

MAIL TO:  
CONTINENTAL BANK N.A.  
231 S. LA SALLE ST.  
CHICAGO, ILLINOIS 60697  
C. MEIER, LAW, 105-9

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BOX 333 - TH

MODIFICATION AND EXTENSION AGREEMENT

This Modification and Extension Agreement ("Agreement") is made as of February 1, 1990, by 1301-07 N. Damen Partnership, an Illinois General Partnership ("Borrower") and 1311 N. Damen Partnership, an Illinois General Partnership (hereinafter collectively called the "Mortgagor") and CONTINENTAL BANK N.A., a national banking association (herein called "Lender").

W I T N E S S E T H That:

\$17.00

WHEREAS, Borrower has heretofore executed and delivered Borrower's Promissory Note (herein "Note") dated May 30, 1989, in the principal sum of ONE MILLION AND NO/100THS DOLLARS (\$1,000,000.00) payable to the order of Lender which Note evidences a loan (herein "Loan") from Lender to Borrower; and

WHEREAS, to secure the Note, Mortgagor has heretofore delivered to Lender a Mortgage (herein the "Original Mortgage") dated May 30, 1989, encumbering certain real property (herein the "Property") in Cook County, Illinois, which Original Mortgage was recorded May 31, 1989, as Document No. 89244912 in the Office of the Recorder of Deeds of Cook County, Illinois, from which encumbrance there has been a partial release of Lot 4 in Wicker Park Estates; and

WHEREAS, Borrower has requested that Lender extend the maturity of the Loan on the Property legally described on Exhibit A attached hereto and made a part hereof still encumbered under the Original Mortgage and Lender is willing to so provided that Borrower execute a First Replacement Promissory Note and that the Original Mortgage is modified in the manner hereinafter set forth and, subject to the terms, provisions and conditions hereinafter contained.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained, it is agreed as follows:

1. The balance of principal unpaid upon the Note at the date hereof is SEVEN HUNDRED SEVEN THOUSAND FIVE HUNDRED NINETY FOUR and 86/100ths DOLLARS (\$707,594.86) and interest has been paid to Lender to February 1, 1990.

2. The unpaid principal balance of the First Replacement Promissory Note together with all accrued and unpaid interest thereon, shall be due and payable on May 1, 1990.

3. The second paragraph of page 1 of the Original Mortgage is hereby amended to provide for a final payment of all sums due thereunder on May 1, 1990.

4. Wherever in the Original Mortgage or any other instrument evidencing, securing and guaranteeing the Loan

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(herein called the "Original Loan Documents") reference is made to any other of the Original Loan Documents, such reference shall be deemed a reference to the Original Loan Documents as hereby modified and amended. In all other respects, except as modified herein, the Original Loan Documents remain unmodified and in full force and effect.

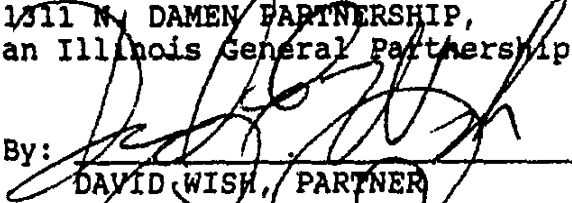
IN WITNESS WHEREOF, Mortgagor has caused this Modification and Extension Agreement to be duly executed.


1301-N. DAMEN PARTNERSHIP,  
an Illinois General Partnership

By:   
DAVID WISH, PARTNER

By:   
STEPHEN SELOWIN, PARTNER

1311 N. DAMEN PARTNERSHIP,  
an Illinois General Partnership

By:   
DAVID WISH, PARTNER

By:   
STEPHEN SELOWIN, PARTNER

THIS INSTRUMENT PREPARED BY:

ROBERT J. HOLZ, ESQ.  
CONTINENTAL BANK N.A.  
231 SOUTH LASALLE STREET (105/9)  
CHICAGO, ILLINOIS 60697

COOK COUNTY, ILLINOIS  
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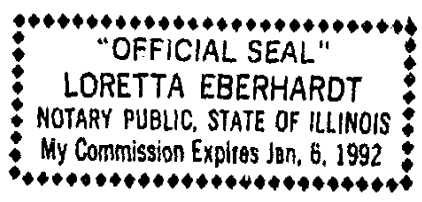
STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK )

I, LORETTA EBERHARDT, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that DAVID WISH and STEPHEN SEPLOWIN, personally known to me to be the same persons whose names are, as general partners of 1301-07 N. Damen Partnership and 1311 N. Damen Partnership, Illinois General Partnerships, subscribed to the foregoing instrument, appeared before me this day in person and (severally) acknowledged to me that they, being thereto duly authorized, signed and delivered said instrument as the free and voluntary act of said partnership and as their own free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 22nd day of March, 1990.

Loretta Eberhardt  
Notary Public

My Commission expires:  
1-06-92



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## EXHIBIT A

### Legal Description

The Property is located in the County of Cook, State of Illinois and described as follows:

#### Parcel 1

Lots 1, 2, and 3 in Wicker Park Estates, being a resubdivision of Lots 25, 26, 27 and the South 15 feet of Lot 28 in Baird and Bradley's Subdivision of the North 4 acres of the West 10 acres of the South 25 acres of the West 1/2 of the Northeast 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, also part of the East 20 acres of the South 25 acres of the East 1/2 of the Northwest 1/4 of Said Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 1303-07 N. Damen, Chicago, Illinois.

P.I.N. 17-06-216-074

17-06-216-075

#### Parcel 2

Property Address: 1311 N. Damen Avenue, Chicago, Illinois

P.I.N. 17-06-216-073

Lot 29 and the North 10 feet of Lot 28 in Block 1 in Baird and Bradley's Subdivision in the East 1/2 of the North West 1/4 and the West 1/2 of the North East 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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