011-387-394-7

### 90228881,

#### EXTENSION AGREEMENT

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This Agreement, made as of this 23rd day of March, 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, a Corporation of Illinois, 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 April 11, 1988 and known as Trust Number 1091440, ("Borrower").

#### WITNESSETH:

\$16.00

That whereas, the "Borrower" heretofore executed a certain Mortgage dated the 22nd day of November, 1988 and recorded the 25th day of November, 1988, in the office of the Recorder of Deeds of Cook County, Illinois, as Document #88542697, as amended by an Extension Agreement dated December 19th, 1989 and recorded on the 4th day of January, 1990 as document #90004399, 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 was given to secure the payment of one certain Note executed by the "Borrower" in the sum of EIGHT HUNDRED THOUSAND AND NO/100 (\$800,000.00; DOLLARS.

Whereas, said Mortgage securing said Note is a valid and subsisting lien of the premises described in said Mortgage, for the principal sum \$800,000.00. And

Whereas, the said Note by its terms, as extended, is due and payable on the 31st day of March, 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 the mutual promises and agreements hereinafter made by and between the parties hereto, the said parties do hereby mutually promise and agree as follows:

- The principal balance outstanding as of March 23, 1990 is EIGHT HUNDRED THOUSAND AND 00/100S (\$800,000.00) DOLLARS
- The due date of March 31, 1990 is hereby extended to June 30, 1990.
- A fee in the amount of \$2,000.00 (1/4% of outstanding principal) will be paid to American National Bank 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 said Extension 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 pay the same principal sum of \$800,000.00 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 in said Mortgage, then the whole of said principal sum shall, at the election of the holder of said Note, become at once,

### EXTENSION AGREEMENT FFICIA

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.

By:

"Lender" American National Bank & Trust Company of Chicago

Attest:

Corrower"

cnicago Title and Trust Cor.pany, not personally but so ely as Trustee under Trust No. 1091440

ASST. VI " PRESIDENT

Attest

R is expressly understood and agreed by and how that each and all of the work has indeed as of the frusteen as for the property of all small free care as the

Trustee exp describig in the powers any time to the mile warranty into many into expressed or implied, and

ASST SECRETARY

Consent and Acknowledgment of Guarantors:

David Israel

This instrument prepared by and after recording return to:

Laura Bozell American National Bank & Trust 33 N. LaSalle Street Chicago, IL 60690

Para 1 1 3 45

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## **UNOFFICIAL COPY**

STATE OF ILLINOIS, COUNTY OF COOK SS.

HEREBY CEPTISY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO THE AND TRUST COMPANY, Grantor, 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 mey signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company 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 exporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

MAY ? 1990

Date

"OFFICIAL SEAL"
Alda Di Mayo
Notary Public, State of Illinois
fry Commission Expires 5/10/90

Notary Public

# **UNOFFICIAL COPY**

STATE OF ILLINOIS COUNTY OF COOK I, Laura Pozell a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Times Ephilipp President of American National Bank and Trust Company of Chicago, a national hanking association, and Bruce F. Martin Assistant Secretary of said national banking association, personally lnown 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. iven under my hand and Notarial Seal this 30 \_, 19<u>//</u>O. My commission expires:

## **UNOFFICIAL COPY**

EXTENSION AGREEMENT

### EXHIBIT A

LOT 20 IN BLOCK 8 IN CUSHMAN'S SUBDIVISION OF BLOCK 4 OF SHEFFIELD'S AUDITION TO CHICAGO IN SECTIONS 29 THROUGH 32, TOWNSHIP 40 NOWTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COST COUNTY, ILLINOIS

P.I.N: 14-32-228-041-0500

Commonly known as 2010 N. Harried, Chicago, Illinois 60614