

Mortgage Extension Agreement

90254381

Loan No. 11370-40

This Agreement made this first day of April 1990, by and between the Elgin State Bank, a banking corporation organized and existing under the laws of the State of Illinois, party of the first part, and Horng Y. Fang, MD and Anthony M.C. Chang of the City of Elgin, parties of the second part, WITNESSETH:

WHEREAS, the parties of the second part have/has heretofore mortgaged unto the party of the first part certain lands and premises which are described in a certain Indenture of Mortgage bearing date August 9, 1983, which Mortgage is recorded in the Office of the register of Deeds for Cook County, State of Illinois as Document Number 26800488, which Mortgage is made a part hereof by reference and the same is now due and payable. (LEGAL DESCRIPTION ON BACK)

WHEREAS, the parties of the second part is/are unable to make payment in full of the amount due said party of the first part under said mortgage, and has requested that the time of payment be extended, and the party of the first part is willing to extend the time of payment in accordance with the provision of this instrument.

NOW THEREFORE, in consideration of the sum of One Dollar in hand paid by the parties of the second part to the party of the first part, receipt of which is hereby acknowledged, as well as other valuable considerations, it is agreed between the parties hereto as follows:

(1) That the date of the final payment on the said Mortgage upon which there is at this time a balance of \$53,950.77 due upon the principal and \$... of unpaid interest, said Mortgage is hereby extended to April 1, 1993, provided, however, that said parties of the second part shall pay to apply on said principal sum, the sum of Six Hundred Twenty One and 70/100 (621.70) Dollars on May 1, 1990, and the further sums of Six Hundred Twenty One and 70/100 (621.70) together with interest at the rate of 11% per cent per annum on the unpaid principal sum on the first day of each and every month thereafter.

(2) That, notwithstanding the foregoing provision or anything to the contrary contained in said mortgage, if the parties of the second part shall be in default for more than thirty days in making payment of any monthly installment, as herein provided then after such default has occurred, the party of the first part may declare the balance then unpaid on said mortgage due and payable forthwith, and may foreclose said mortgage in accordance with the terms, conditions and provisions thereof.

(3) That the terms, conditions and provisions of said mortgage are hereby ratified and confirmed in all respects, matters and things except wherein the same are modified by this instrument.

(4) That this agreement shall not create any merger or alter or prejudice the rights and priorities of the party of the first part, its successors and assigns, and if so construed, then, in such event, this agreement shall be void and of no effect.

This agreement shall be binding upon the successors, heirs, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed for and on its behalf by its Vice President and its corporate seal hereunto affixed on the first day of April 1990, and on the same day the parties of the second part has/have hereunto set their hands and seals.

In presence of: Elizabeth C. Lucas, A.V.P.

ELGIN STATE BANK, Anthony Battaglia, Its Vice President

Horng Y. Fang, M.D. (L.S.)
Anthony M.C. Chang (L.S.)

STATE OF Illinois
County of Kane

On this first day of April 1990, before me, personally appeared Anthony J. Battaglia, to me personally known, who being sworn did say that he is the Vice President of the Elgin State Bank, the corporation named in and which executed the within instrument, and that he executed the same for and on behalf of said corporation by authority of its Board of Directors and that the corporate seal affixed thereto is the corporate seal of said corporation, and that said instrument is the free act and deed of said corporation.

And on the same day appeared Horng Y. Fang MD & Anthony M.C. Chang to me known to be the parties of the second part, described in and who executed the within instrument and who acknowledged that they executed the same as their free act and deed for the intent and purposes therein mentioned.

DIANNA M. OKRASINSKI, NOTARY PUBLIC, STATE OF ILLINOIS, My Commission Expires 11-12-1991

Ganna M. Okrasinski, Notary Public

This Document Prepared By: Return To: ELGIN STATE BANK, 500 Dundee Ave., Elgin, IL 60120

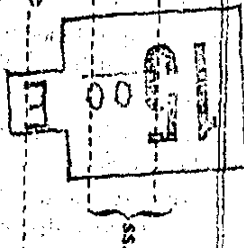
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**MORTGAGE EXTENSION AGREEMENT**

LOAN No. \_\_\_\_\_

Mortgagee \_\_\_\_\_

Mortgagor \_\_\_\_\_



State of \_\_\_\_\_  
 County of \_\_\_\_\_  
 day of \_\_\_\_\_ 19\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded  
 in Liber \_\_\_\_\_ of Mortgages,

on Page \_\_\_\_\_

Register of Deeds

Form 0.3

18345206

"A. Mortgagor also hereby grants to mortgagee, its successors and assigns, all rights and easements appurtenant to the above described real estate, the declaration of condominium aforesaid.  
 B. This mortgage is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said declaration in the same as though the provisions of said declaration were recited and stipulated at length herein."

PARCEL 3:  
 All those certain easements, privileges, rights of use and all other benefits described in that certain Declaration of Condominium, Conditions, Restrictions and Easements recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 26017894, as granted for the benefit of Parcel 1, by a deed from American National Bank and Trust Company of Chicago, a national banking association, as Trustee under Trust Agreement dated December 11, 1980 and known as Trust No. 51574 to Wendy Young dated October 1, 1981 and recorded October 2, 1981 as Document Number 26017895.

PARCEL 2:  
 Easement for the benefit of lot 25 of the right to maintain party wall as established by agreement between Edwin B. Sheldon and Heston Owsley recorded August 11, 1987 as Document Number 171549 on that part of lots 25 and 26 in Kinzie a Addition aforesaid occupied by the West 1/2 of the party wall, all in Cook County, Illinois.

PARCEL 1:  
 State No. 1892 in Sreecerville Center Condominium as delineated on survey of the following: All of the Property and Space lying above and extending upward from a horizontal plane having an elevation of 119.30 feet above Chicago City Datum (and which is also the lower surface of the floor slab of the ninth floor, in the 26-story building situated on the parcel of land hereinafter described) and lying within the boundaries projected vertically upward of a parcel of land comprised of lots 21, 22, 23, 24 and 25 (except that part of lot 25 lying west of the center of the party wall of the building now standing on the division line between lots 25 and 26), together with the property and space lying below said horizontal plane having an elevation of 119.30 feet above Chicago City Datum and lying above a horizontal plane having an elevation of 118.13 feet above Chicago City Datum (and which plane coincides with the lowest surface of the roof slab of the 8-story building situated on said parcel of land) and lying within the boundaries projected vertically upward of the south 17.96 feet of the aforesaid parcel of land, all in the subdivision of the West 394 feet of Block 32, except the East 14 feet of the North 80 feet thereof in Kinzie's Addition to Chicago in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached to Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and Easements for Sreecerville Center Condominium Association recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 26017897; together with its undivided percentage interest in the Common Elements.

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 COOK COUNTY RECORDER  
 TRAN 6434 05/31/90 15:00:00  
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LEGAL DESCRIPTION