

UNOFFICIAL COPY

EXTENSION AGREEMENT

90269907

This Agreement, made as of this 31st day of August, 1989, 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 AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, not personally, but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated December 26, 1986, and known as Trust Number 101032-08 ("Borrower").

WITNESSETH:

Whereas, the "Borrower" heretofore executed a certain Mortgage dated the 14th day of March, 1989 and recorded the 15th day of March, 1989, in the office of the Recorder of Deeds for Cook County, Illinois, as Document No. 89114076, 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 a Note executed by the Borrower in the sum of ONE MILLION THREE HUNDRED THOUSAND AND NO/100 (\$1,300,000.00) DOLLARS.

Whereas, said mortgage securing said Note is a valid and subsisting lien of the premises described in said Mortgage, for the principal sum \$1,300,000.00. And

Whereas, the said Note by its terms is due on the 31st day of August, 1989. And

DEPT-01 RECORDING \$16.00
 06/08/90 09:21:00
 #7738 # G *-90-269907
 COOK COUNTY RECORDER

Whereas, the parties hereto have agreed upon an extension of time in said Note and Mortgage upon the terms and conditions hereinafter set forth. Now

Therefore, in consideration of the premises and the mutual promises and agreements herein after 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 31, 1989 is ONE MILLION THREE HUNDRED THOUSAND AND 00/100S (\$1,300,000.00) DOLLARS
2. The due date of August 31, 1989 is hereby extended to February 27, 1990.

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 \$1,300,000.00 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, 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

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BOX 15

16.00

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EXTENSION AGREEMENT

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 & Trust
Company of Chicago

By: *[Signature]* V.P.

Attest:

[Signature]
[Signature]

"Borrower"
American National Bank as
Trustee under Trust No.
101032-08

By: *[Signature]*
VICE PRESIDENT

Attest:

[Signature]
ASSISTANT SECRETARY

Consent and Acknowledgement of Guarantors:

River Place Partners
Limited Partnership

[Signature]
Joseph S. Beale

[Signature]
Joseph S. Beale, General Partner

This instrument prepared by and after recording return to:

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

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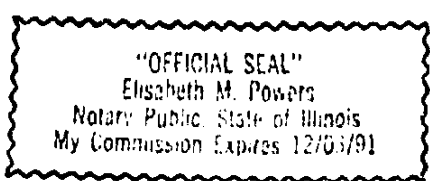
STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, Elsabeth M. Powers, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Ray Thomas, Vice President of American National Bank and Trust Company of Chicago, a national banking association, and Terry W. Jensen, 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 27th day of December, 1989.

Elsabeth M. Powers
Notary Public

My commission expires:



County Clerk's Office

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7/11/2011

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STATE OF ILLINOIS)
COUNTY OF Cook) SS

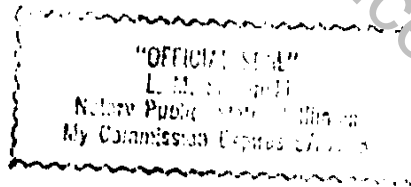
I, L. M. SOWIENSKI, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that [REDACTED], a Trust Officer of American National Bank and Trust Company of Chicago, and [REDACTED], Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as free and voluntary act of said Company, as Trustee and aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said company, did affix the corporate seal of said company to said instrument as his own free and voluntary act and as the free and voluntary act of said company as Trustee as aforesaid, for the uses and purposes therein set forth.

REC 3 1980

Given under my hand and Notarial Seal this _____ day of _____, 19____.

L. M. Sowienski
Notary Public

My commission expires:



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PARCEL 1:

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THAT PART OF LOT 1 IN BLOCK 14 LYING SOUTH OF 18TH STREET AND WEST OF THE WEST LINE OF THAT PORTION OF SAID LOT TAKEN BY THE SANITARY DISTRICT OF CHICAGO IN CONDEMNATION PROCEEDINGS CASE 206767 CIRCUIT COURT WHEREIN JUDGMENT WAS ENTERED MARCH 4, 1901, EXCEPTING FROM THE PREMISES IN QUESTION THAT PORTION THEREOF CONVEYED BY ROBERT W. HALL AND HIS WIFE, TO THE SANITARY DISTRICT OF CHICAGO BY DEED DATED OCTOBER 7, 1903 AND RECORDED OCTOBER 27, 1903 AS DOCUMENT NO. 3,460,042.

ALSO

PARCEL 2:

THAT PART OF ORIGINAL LOT 2 IN BLOCK 14 LYING WEST OF THE WEST LINE OF THAT PORTION OF SAID LOT TAKEN BY THE SANITARY DISTRICT OF CHICAGO UNDER SAID JUDGMENT OF MARCH 4, 1901 IN CASE 206767 IN CIRCUIT COURT.

ALSO

PARCEL 3:

THAT PART OF LOT 3 IN BLOCK 14 DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID LOT RUNNING THENCE ALONG THE WEST LINE OF SAID LOT TO A POINT EQUIDISTANT BETWEEN THE NORTHWEST CORNER AND SOUTHWEST CORNER OF SAID LOT; THENCE EASTERLY ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT TO THE SOUTH BRANCH OF THE CHICAGO RIVER THENCE ALONG SAID SOUTH BRANCH OF THE CHICAGO RIVER TO THE NORTHEAST CORNER OF SAID LOT; THENCE ALONG THE NORTH LINE OF SAID LOT TO THE POINT OF BEGINNING, EXCEPTING FROM LOT 3 ABOVE DESCRIBED THAT PORTION THEREOF CONDEMNED BY THE SANITARY DISTRICT OF CHICAGO IN CASE 206767 CIRCUIT COURT WHEREIN JUDGMENT WAS ENTERED DECEMBER 14, 1900.

ALSO

PARCEL 4:

THAT PART OF LOTS 3 AND 4 IN BLOCK 14 DESCRIBED AS FOLLOWS:

BEGINNING AT INTERSECTION OF THE PRESENT DOCK LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER WITH THE DIVIDING LINE BETWEEN LOTS 3 AND 4 IN BLOCK 14; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE PRESENT DOCK LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER, 92.15 FEET TO A POINT WHERE THE NORTHERLY LINE OF THE SOUTHERLY 1/2 OF LOT 3 INTERSECTS THE PRESENT DOCK LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER, THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF THE SOUTHERLY 1/2 OF LOT 3 AFORESAID 153.98 FEET TO THE SOUTHEAST LINE OF LUMBER STREET; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST LINE OF LUMBER STREET, 46.60 FEET TO AN IRON PIPE AT THE CORNER AND TO THE LAND OF PENNSYLVANIA RAILROAD COMPANY (FORMERLY THE PITTSBURGH FORT WAYNE AND CHICAGO RAILROAD COMPANY); THENCE SOUTH ALONG THE EASTERLY LINE OF THE RIGHT-OF-WAY OF THE PENNSYLVANIA RAILROAD COMPANY (FORMERLY THE PITTSBURGH FORT WAYNE AND CHICAGO RAILROAD COMPANY) 187.87 FEET TO THE NORTHWESTERLY DOCK LINE OF THE CHICAGO RIVER AS ESTABLISHED BY THE SANITARY DISTRICT OF CHICAGO; THENCE NORTHEASTERLY ALONG THE SAID DOCK LINE AS ESTABLISHED BY THE SANITARY DISTRICT OF CHICAGO 154.3 FEET TO THE POINT OR PLACE OF BEGINNING, ALL OF THE ABOVE DESCRIBED PREMISES BEING SITUATED IN THE CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 AND SO MUCH OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE 18TH RD PRINCIPAL MERIDIAN, AS LIES WEST OF THE SOUTH BRANCH OF THE CHICAGO RIVER, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBERS: 17-21-311-009 VOLUME: 600
(AFFECTS PARCEL 1)

17-21-311-010
(AFFECTS PARCEL 2)

17-21-311-011
(AFFECTS PARCEL 3)

17-21-311-012
(AFFECTS PART OF PARCEL 4)

17-21-311-013
(AFFECTS PART OF PARCEL 4)

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