

EXTENSION AGREEMENT

This Agreement, made as of this 27th day of February 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 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, as amended by an Extension Agreement dated the 31st day of August, 1989 and recorded the 8th day of June, 1990 in the office of the Recorder of Deeds for Cook County, Illinois as Document #90269907, 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 as modified by said Extension Agreement is payable on the 27th day of February 1990. And DEPT-01 RECORDING \$16.00  
COOK COUNTY RECORDER \*1420 \* G \*-90-296174  
RECORDED IN COOK COUNTY ILLINOIS JAN 28 1990 15:54:00

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 hereinafter 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 February 27, 1990 is ONE MILLION THREE HUNDRED THOUSAND AND 00/100S (\$1,300,000.00) DOLLARS.
- 2. The due date of February 27, 1990, is hereby extended to June 29, 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 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 continued to the contrary notwithstanding.

And it is expressly understood and agreed by and between the parties hereto that the covenants and agreements herein contained

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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.

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be incurred or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

"Lender"  
American National Bank & Trust  
Company of Chicago

By: [Signature] VP

Attest:

x [Signature]  
Assistant Secretary

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

By: [Signature] MICHAEL WHELAN  
Vice President

Attest:

[Signature] Johansen  
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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UNOFFICIAL COPY

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STATE OF ILLINOIS )  
  ) SS  
COUNTY OF COOK        )

I, Laura L. Bozell, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that J. Michael Whelan, a Trust Officer of American National Bank and Trust Company of Chicago, and Peter Johansen, 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.

Given under my hand and Notarial Seal this 27th day of February, 1990.

*Laura L. Bozell*  
\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

"OFFICIAL SEAL"  
LAURA L. BOZELL  
Notary Public, State of Illinois  
My Commission Expires 2/27/93

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STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF COOK        )

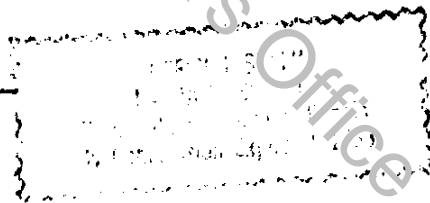
I, Laura L. Bozell, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Roy C. Thygesen, Vice President of American National Bank and Trust Company of Chicago, a national banking association, and James E. Phillipp, Assistant Secretary of said national banking association, 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 February, 1990.

  
\_\_\_\_\_  
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, 46.50 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 THIRD 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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