

1712141-9001

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This EXTENSION AGREEMENT, is made this 11th day of March 1991 by and between AMALGAMATED TRUST & SAVINGS BANK, an Illinois banking corporation, the owner of the mortgage or trust deed hereinafter described, and AMERICAN NATIONAL BANK AS TRUSTEE U/T/A 56498 representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"), WITNESSETH:

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal promissory note or notes of OWNERS dated Feb. 11, 1985, secured by a mortgage or trust deed in the nature of a mortgage registered recorded March 5, 1985, in the office of the Cook County, Illinois Recorder of Deeds in book --- at page --- as document No. 27463563 conveying to Amalgamated Trust & Savings Bank, as Trustee, certain real estate in Cook County, Illinois described as follows:

See attached legal description (Exhibit A) P. 1. N. #17-03-202-061-1003

THIS EXTENSION AGREEMENT ALSO EXTENDS THE VALIDITY OF THE ASSIGNMENT OF RENTS RECORDED AS DOCUMENT #27463564.

UNIT 12A - 1040 N Lake Shore Drive, Chicago, Illinois 60611

2. The amount of principal remaining unpaid on the indebtedness is \$ 425,000.00

3. Said remaining indebtedness of \$ 425,000.00 plus interest from this date on the balance of principal remaining from time to time unpaid at the simple annual rate of 9 per cent shall be paid in installments of principal and interest as follows:

INTEREST ONLY on the 11th day of April, 1991, and INTEREST ONLY on the 11th day of each month thereafter until said indebtedness is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 11th day of March, 1992

and the Owner in consideration of such extension promises and agrees to pay the entire indebtedness secured by said mortgage or trust deed plus interest as and when therein provided, as hereby extended, and to pay interest after maturity or default at the rate of 15 per cent per annum; and to pay both principal and interest in the coin or currency provided for in the mortgage or trust deed hereinabove described, but if that cannot be done legally then in the most valuable legal tender of the United States of America current on the due date thereof, or the equivalent in value of such legal tender in other United States currency, at such banking house or trust company in the City of Chicago as the holder or holders of the said principal note or notes may from time to time in writing appoint, and in default of such appointment then at Amalgamated Trust & Savings Bank, One West Monroe Street, Chicago, Illinois 60603.

4. If any part of said indebtedness or interest thereon be not paid at the maturity thereof as herein provided, or if default in the performance of any other covenant of the Owner shall continue for twenty days after written notice thereof, the entire principal sum secured by said mortgage or trust deed, together with the then accrued interest thereon, shall, without notice, at the option of the holder or holders of said principal note or notes, become and be due and payable, in the same manner as if said extension had not been granted.

5. This Extension Agreement is supplementary to said mortgage or trust deed. All the provisions thereof and of the principal note or notes, including the right to declare principal and accrued interest due for any cause specified in said mortgage or trust deed or notes, but not including any prepayment privileges unless herein expressly provided for, shall remain in full force and effect except as herein expressly modified. The Owner agrees to perform all the covenants of the grantor or grantors in said mortgage or trust deed. The provisions of this Extension Agreement shall inure to the benefit of any holder of said principal note or notes and interest notes and shall bind heirs, personal representatives and assigns of the Owner. The Owner hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois with respect to said real estate. If the Owner consists of two or more persons, their liability hereunder shall be joint and several.

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this Extension Agreement the day and year first above written.

AMALGAMATED TRUST & SAVINGS BANK By: [Signature] President Attest: [Signature] Clerk/Secretary

AMERICAN NATIONAL BANK AS TRUSTEE U/T/A 56498 [Signature] (SEAL)

This document prepared by: JOHN MULLEN, 1 WEST MONROE STREET, CHICAGO, IL 60603

61702

RETURN TO: WALTER M. KURAS, REAL ESTATE DEPT., AMALGAMATED TRUST AND SAVINGS BANK, 1 W. MONROE, CHICAGO, IL 60603

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STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ he signed, sealed and delivered the said instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of homestead.  
GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Notary Public

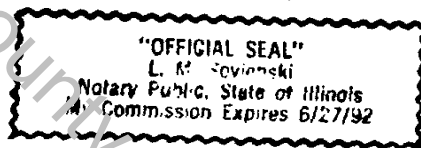
STATE OF IL

COUNTY OF COOK

I, E. M. SOVIENSKI  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

MICHAEL VERBY, VICE PRESIDENT GRABOY S. KASPREK  
Assistant Vice-President of the American National Bank and Trust Company of Chicago and Assistant Secretary of said Bank, who are 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 they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, 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 corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.  
GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Notary Public



STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

and \_\_\_\_\_, President of \_\_\_\_\_  
Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that, as custodian of the corporate seal of said Corporation, he did affix said corporate seal to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.  
GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

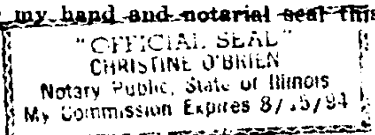
Notary Public

STATE OF ILLINOIS

COUNTY OF COOK

I, CHRISTINE O'BRIEN

a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_  
JOHN L. MULLEN, SENIOR VICE, President of AMALGAMATED TRUST & SAVINGS BANK  
and GRANT O. COWEN, ASSISTANT Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that, as custodian of the corporate seal of said Bank, he did affix said corporate seal to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.  
GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_



Notary Public

Christine O'Brien

FOR INDIVIDUAL OWNER(S)

FOR LAND TRUST OWNER

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FOR CORPORATE OWNER

FOR AMALGAMATED BANK

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UNIT NO. 12-A IN THE CARLYLE APARTMENTS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCELS OF REAL ESTATE (HEREINAFTER REFERRED TO COLLECTIVELY AS "PARCEL"): LOTS 1, 2, 3, 4 AND 5 AND THAT PART OF LOT 6 LYING NORTH OF THE SOUTH LINE OF LOT 5 PRODUCED EAST TO THE EAST LINE OF SAID LOT 6 HERETOFORE DEDICATED AS A PUBLIC ALLEY AND NOW VACATED BY ORDINANCE RECORDED AS DOCUMENT 19333014, IN OWNER'S SUBDIVISION OF LOT 14 IN BLOCK 1 IN POTTER PALMER LAKE SHORE DRIVE ADDITION TO CHICAGO, TOGETHER WITH LOTS 1, 2 AND 3 (EXCEPT THE SOUTH 3 1/2 FEET OF SAID LOT 3) IN PALMER AND BORDEN'S RESUBDIVISION OF LOTS 15, 16 AND 18 IN BLOCK 1 OF THE AFORESAID ADDITION, BEING A SUBDIVISION OF PART OF BLOCKS 5 AND 7 OF CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL HALF OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO LOTS 4 AND THE SOUTH 3-1/2 FEET OF LOT 3 AND THE EAST 3 FEET OF LOT 5 IN AFORESAID PALMER AND BORDEN'S RESUBDIVISION WHICH LIES NORTH OF A LINE COINCIDENT WITH THE SOUTH LINE OF LOT 4 IN THE AFORESAID OWNER'S SUBDIVISION OF LOT 14 IN BLOCK 1 OF POTTER PALMER LAKE SHORE DRIVE ADDITION TO CHICAGO, ALL IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM MADE BY CARLYLE APARTMENTS, INC., RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 19899524 AND AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENT, IN COOK COUNTY, ILLINOIS.

EXHIBIT "A"

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## SCHEDULE "A"

UNIT 809 IN THE BOARDWALK CONDOMINIUM AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOTS 1, 2, 3, 11, 12, 13, 14, 15 AND 16 IN C.U. GORDON'S ADDITION TO CHICAGO, SAID ADDITION BEING A SUBDIVISION OF LOTS 5, 6, 23 AND 24 AND THAT PART OF THE VACATED STREETS BETWEEN SAID LOTS IN SCHOOL TRUSTEE'S SUBDIVISION OF FRACTIONAL SECTION 16, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT C TO THE DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS.

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