

# UNOFFICIAL COPY

-91-503987

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## FIRST EXTENSION AGREEMENT

THIS FIRST EXTENSION AGREEMENT, made as of this 30th day of June, 1991, is entered into by and between Merchandise National Bank of Chicago, the owner and holder of the mortgage hereinafter described, and the note secured thereby (the "Mortgagee"), LaSalle National Trust, N.A. as successor to LaSalle National Bank, as trustee under trust agreement dated March 1, 1975 and known as trust no. 48686A (the "Mortgagor"), and guarantors, Steve Miro, Benjamin Baughman and George Davidson (the "Guarantors"), for the purpose of modifying the Mortgage and Note entered into by the parties on June 30, 1988.

DEPT-01 RECORDING \$18.00  
 T45555 TRAN 9229 09/27/91 11:42:00  
 #8096 # E \*-91-503987  
 COOK COUNTY RECORDER

### WITNESSETH:

WHEREAS, Mortgagor is justly indebted to the Mortgagee upon a note dated June 30, 1988 (said note, all renewals and extensions thereof, and any additional notes hereinafter collectively referred to as "Note"), in the principal sum of Two Hundred Ninety Five Thousand Dollars (\$295,000.00), payable to the order of and delivered to the Mortgagee, and all of said principal and interest are made payable at the office of the Mortgagee in Chicago, Illinois; and

WHEREAS, in connection therewith, Mortgagee entered into a mortgage dated June 30, 1988, recorded with the Cook County Recorder, on July 6, 1988 as document no. 88294818, conveying to Mortgagee certain real estate in Cook County, Illinois (the

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"Premises") described on Exhibit A attached hereto and made a part hereof (the "Mortgage"); and

WHEREAS, the Mortgagee has agreed to modify the terms of the Note and extend the due date of the Note.

NOW, THEREFORE, the parties hereby agree:

1. To modify the terms of the Note and the Mortgage, by extending the due date of the Note to September 30, 1991.

2. This agreement is supplementary to the Mortgage and the Note. All provisions thereof, including the right to declare principal and accrued interest due for any reason specified in the Note or Mortgage, shall remain in full force and effect except as herein expressly modified. Mortgagor hereby ratifies and confirms the Mortgage and the Note as though the same were set forth at length herein.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this indenture as of the day and year first above written.

LASALLE NATIONAL TRUST, N.A., as  
successor to LASALLE NATIONAL  
BANK, as trustee under trust  
agreement dated March 1, 1975 and  
known as trust no. 48686 and not personally

By: *Rosmary Collier*  
Its: ASST VICE PRESIDENT

Attest: *[Signature]*  
Its: ASSISTANT SECRETARY

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RIDER ATTACHED TO AND MADE A PART OF  
(~~XXXXXXXXXXXXXXXXXXXX~~)  
(EXTENSION AGREEMENT  
(~~XXXXXXXXXXXXXXXXXXXX~~)

MORTGAGE

Under Trust No. 48686

Dated June 30, 1991

This instrument is executed LASALLE NATIONAL TRUST, N.A., not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants, and conditions to be performed by LASALLE NATIONAL TRUST, N.A. are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted to be enforceable against LASALLE NATIONAL TRUST, N.A. by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said LASALLE NATIONAL TRUST, N.A., either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon LASALLE NATIONAL TRUST, N.A., personally or as said Trustee, to sequester the rents, issues and profits arising from the disposition thereof; but so far as said trustee and its successors and said LASALLE NATIONAL TRUST, N.A. personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefore and as provided in said note or by action to enforce the personal liability of the guarantor, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environment damage.

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MERCHANDISE NATIONAL BANK OF CHICAGO

By: W. C. Wark  
Its: VP

Attest: Barbara J. Fisher  
Its: Vice President

APPROVED AND AGREED TO BY:

X George Davidson  
George Davidson, Guarantor

X Steve Miro  
Steve Miro, Guarantor

X Benjamin Baughman  
Benjamin Baughman, Guarantor

STATE OF ILLINOIS )

COUNTY OF Cook )

I, HARRIET A. [unclear], a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Rosemary Collins of LA SALLE NATIONAL TRUST, N.A. and William H. Dillon of said Trustee who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such TRUST VICE PRESIDENT and TRUST 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 Trustee as aforesaid, for the uses and purposes therein set forth; and the said TRUST SECRETARY then and there acknowledged that (s)he as custodian of the corporate seal of said Trustee did affix the corporate seal of said Trustee to said instrument as (his) (her) own free and voluntary act and as the free and voluntary act of said Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24 day of September, 1991.

My commission expires \_\_\_\_\_

Harriet A. [unclear]  
Notary Public

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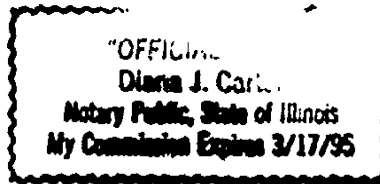
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that STEVE MIRO, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 30<sup>th</sup> day of June, 1991.

*Diana J. Carter*  
NOTARY PUBLIC

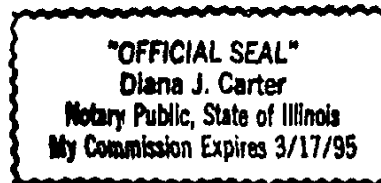


STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that GEORGE DAVIDSON, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 30<sup>th</sup> day of June, 1991.

*Diana J. Carter*  
NOTARY PUBLIC



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My Commission Expires 03/17/22  
Notary Public State of Illinois  
Diana J. Carter

My Commission Expires 03/17/22  
Notary Public State of Illinois  
Diana J. Carter  
"OFFICIAL SEAL"

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STATE OF ILLINOIS )  
                                    ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that BENJAMIN BAUGHMAN, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 30th day  
of JULY, 1991.

Diana J. Carter  
NOTARY PUBLIC  
**"OFFICIAL SEAL"**  
Diana J. Carter  
Notary Public, State of Illinois  
My Commission Expires 3/17/95

STATE OF ILLINOIS )  
                                    ) SS.  
COUNTY OF COOK )

I, Diana J. Carter a notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that ISAAC KIRK, A Vice President of Merchandise National Bank of Chicago and BARBARA S. LINDNER Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and 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 corporation, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation 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 30th day  
of JUNE, 1991.

Diana J. Carter  
Notary Public

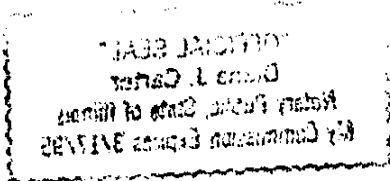
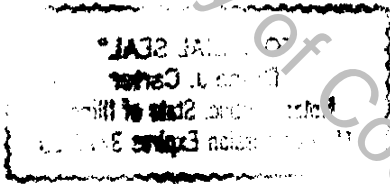
**"OFFICIAL SEAL"**  
Diana J. Carter  
Notary Public, State of Illinois  
My Commission Expires 3/17/95

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## EXHIBIT A

Lots 10, 11, 12 and 13 in Gross and Conselman's Subdivision of Block 9 in the Subdivision of that part of the North West 1/4 lying Northeasterly of the center of Lincoln Avenue in Section 29, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Nos.: 14-29-118-007, 14-29-118-008, 14-29-118-009

Commonly known as: 2941-2945 Lincoln Avenue, Chicago, Illinois 60657

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