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EXTENSION AGREEMENT

This Extension Agreement dated as of this 14 day of January, 1991 by and between LaSalle National Bank, a national banking association, not personally but solely as Trustee under the provisions of a Trust Agreement dated December 30, 1980 and known as Trust No. 103528 (the "Mortgagor") and the CITY OF CHICAGO, a municipal corporation, City Hall, 121 North LaSalle Street, Chicago, Illinois (the "Mortgagee").

All capitalized terms, unless defined herein, shall have the same meanings as are set forth in that certain Redevelopment Agreement dated August 12, 1981 between the City of Chicago and The Abbott Group, Ltd. (the "Redevelopment Agreement").

W I T N E S S E T H

WHEREAS, the Mortgagor executed and delivered to the Mortgagee a Second Mortgage Trust Deed (the "Second Mortgage") dated March 27, 1981, recorded in the Office of the Recorder of Cook County on April 15, 1981 as Document No. 25839381 and re-recorded on July 19, 1984 as Document No. 27186773 securing payment of a Promissory Note (the "Note") executed by THE ABBOTT GROUP, LTD., sole beneficiary of the above-mentioned Trust No. 103528 in favor of the Mortgagee (copies of the Second Mortgage and the Note are attached hereto and made a part hereof as Exhibit A and B); and

WHEREAS, the Mortgagor and Mortgagee have mutually agreed to extend the final maturity date of the Note to January 14, 2011, under the terms of the substitute Promissory Note (the "Substitute Note") executed and substituted for the aforesaid Note, and such extension shall not alter or affect the priority of the lien created by the Second Mortgage. A copy of the substitute Promissory Note is attached hereto and made a part hereof as Exhibit C.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and the sum of \$40,000.00 and other good and valuable consideration, receipt of which is hereby acknowledged, the Mortgagor and the Noteholder do hereby acknowledge and agree as follows:

- (A) That the final maturity date of the Note as substituted by the substitute Note, copies of which are attached hereto and made a part hereof as Exhibits B and C, has been extended to January 14, 2011 pursuant to the terms thereof and that the principal thereof together with interest thereon shall be payable in installments all as therein provided, with a final installment of all principal and accrued interest thereon due on or before January 14, 2011.

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WITNESSES

WILLIAM

2400

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RIDER ATTACHED TO AND MADE A PART OF
(TRANSFER-AGREEMENT
MORTGAGE (EXTENSION AGREEMENT
(ADDITIONAL-ADVANCE-AGREEMENT

Dated January 14th, 1991 Under Trust No. 103528

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.

91057310

By: [Signature]
Asst Secretary

By: [Signature]
Its: Asst Vice President

Prepared by and to be returned to:

Irving A. Chesler
Assistant Corporation Counsel
City of Chicago
Office of the Corporation Counsel
Room 511, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Division of Finance and
Economic Development

Accepted as of the date last written above:

CITY OF CHICAGO,
a municipal corporation
By: [Signature]
Commissioner of the Department
of Economic Development

91057310

DED/EXTAGREE

013057310

DEB/EXTAGREE

Irving A. Chester
Assistant Corporation Counsel
City of Chicago
Office of the Corporation Counsel
Room 511, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Division of Finance and
Economic Development

prepared by and to be returned to:

CITY OF CHICAGO,
a municipal corporation
Commissioner of the Department
of Economic Development
Accepted as of the date last written
above:

Its: Asst Vice President

By: [Signature]

Asst Secretary
[Signature]

ATTEST:

Lasalle National Trust, N.A., successor trustee to
LASALLE NATIONAL BANK, not
personally but solely as trustee
under Trust No. 103528

IN WITNESS WHEREOF, the Mortgagor and Mortgagee have executed
this Extension Agreement as of this 16 day of January, 1991.

- (D) That the agreements contained herein shall extend to and be binding upon the respective successors and assigns of the parties hereto.
- (C) That, in the event of a failure to pay the indebtedness at the time and place when and where due and payable, or if any default shall occur under the Second Mortgage, at the election of the Mortgagee, the whole of such indebtedness, evidenced by the Substituted Note and secured by the Second Mortgage, shall after the applicable cure period become at once and without notice due and payable and may be collected, together with accrued interest thereon, in the same manner as if this extension had not been agreed to, anything herein contained to the contrary notwithstanding.
- (B) That this Agreement is supplementary to the Note as substituted by the substitute Promissory Note, the Second Mortgage, and the Redevelopment Agreement, and all of the provisions, stipulations, powers and covenants contained in the Note, as substituted, the Second Mortgage and the Redevelopment Agreement shall stand and remain unchanged and in full force and effect for and during the extended period.

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Harriet Denisewicz, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT Corinne Bek, Assistant Vice President of LA SALLE NATIONAL TRUST, N.A., and William H. Dillon, Assistant Secretary of said Bank 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 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 said Assistant Secretary did also then and there acknowledge that he/she, as custodian of the Corporate Seal of said Bank, did affix said Corporate Seal of said Bank to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said bank for the uses and purposes therein set forth.

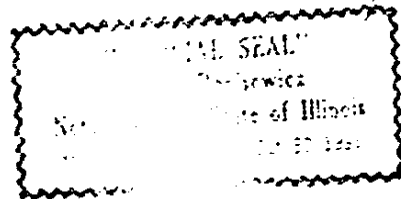
Given under my name and notarial seal this 14th day of January, 19 91



NOTARY PUBLIC

My Commission Expires: _____

Form XX0135



91057310

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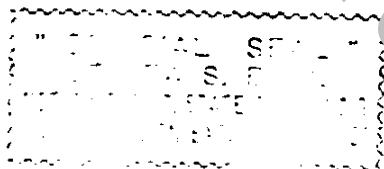
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that JOSEPH J. JAMES and AN Officials of the City of Chicago, an Illinois municipal corporation and home rule unit of local government under Section 6 of Article VII of the 1970 Illinois Constitution (the "Lender") personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and as such appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own and voluntary act, for the uses and purposes therein set forth:

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

Jenita A. Bell
Notary Public



My Commission Expires: 12/29/91

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THIS INDENTURE WITNESSETH THAT LA SALETTE NATIONAL BANK, a corporation organized under the laws of the State of Illinois, and personally known as Trustee under the provisions of a Trust Agreement dated...

for and in consideration of the sum of Three Hundred and Fifty Thousand (\$350,000.00) Dollars in hand paid, CONVEYS, Sells and Conveys to THE CITY OF CHICAGO of City Hall, 120 N. La Salle Street, Chicago, Illinois...

SEE REFER ATTACHED HERETO AND MADE A PART HEREOF.

(See Exhibit I attached hereto)

Property

By releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois in Trust, nevertheless, for the purpose of securing performance of the covenants and agreements herein...

Three Thousand Six Hundred Fifteen and 76/100 (\$3,615.76) Dollars on the 27th day of March, 1983 and Three Thousand Six Hundred Fifteen and 76/100 (\$3,615.76) Dollars on the 27th day of each month thereafter until said note is fully paid...

The Grantor covenants and agrees as follows: (1) To pay said indebtedness and the interest thereon, as herein and in said bond or note provided, or according to any agreement...

It is ACQUIRED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof—including reasonable attorney's fees...

Witness the hand and seal of the Grantor, this 27th day of March, 1983.

511 81-1300 (II)

LA SALETTE NATIONAL BANK, 120 N. La Salle Street, Chicago, Illinois 60601. Assistant Secretary: Lewis F. Matusewicz.

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STATE OF Ill
COUNTY OF Cook

I, WYNT MASTERS a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that WALTER A. CLARK

H. KEGEL

personally known to me to be the same person whose name W. A. Clark 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, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 27th day of March

Witness my hand

Commission Expires 7-28-34

Wynt Masters
Notary Public

Property of Cook County Clerk's Office

27186773

25833381

NO CHANGE
WILL CALL

27186773

27186773

BOX No.

**SECOND MORTGAGE
Trust Deed**

TO

27186773

GEORGE E. COLE
LEGAL FORMS

UNOFFICIAL COPY

Property of Cook County Clerk's Office

01/25/2010

UNOFFICIAL COPY

RESTORED DATED

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LEGAL DESCRIPTION OF PROPERTY PERTAINING TO 3129 W. 36th Street,
3159 W. 36th Street, 3150 W. 36th Place and parking lot at 3149 West
36th Street, Chicago, Illinois.

PARCEL 1:

Lots 17 to 46 both inclusive, together with the vacated alley lying
West of and adjoining said lot 34 vacated by City Ordinance of July
11, 1966, in Block 6 in Block 6 in Adam Smith Subdivision of the
South 1/2 of the North 1/2 of the South West 1/4 and the Southwest 1/4
of the South West 1/4 of Section 36, Township 39 North, Range 13 East
of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

That part of Lot 1 in the subdivision of all that part of the North
West 1/4 of the North West 1/4 of the South West 1/4 of Section 36,
Township 39 North, Range 13 East of the Third Principal Meridian, in
Cook County, Illinois, lying South of the Illinois and the Michigan
Canal included within a parcel of land which is bounded and
described as follows:

Beginning on the south line of said lot 1 at a point which is 396.62
feet west from the south east corner of said lot 1 and running thence
west along the south line of said lot 1 being also the north line of
west 36th Street a distance of 85 feet, thence north along a line which
is 481.62 feet west from and parallel with the last line of said lot 1
a distance of 234 plus feet to its intersection with the southerly
boundary of parcel No. S W 14-1 conveyed by deed recorded in the
Recorder Office of Cook County, Illinois, on July 9, 1964, as
document 19179727; thence Northeastwardly along the southerly boundary
of the lands so conveyed a distance of 41.72 feet to a deflection point
in said boundary which is 43.64 feet measured perpendicularly southerly
from the southerly line of the southerly reserve of the Illinois and
Michigan Canal thence Northeasterly continuing along said southerly
boundary a distance of 53.29 feet to its intersection with a line
which is 396.62 feet west from and parallel with the east line of said
lot 1 and the south along said parallel line a distance of 275.8 plus
feet to the point of beginning in Cook County, Illinois.

27186773

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20/11/11

Property

RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE
DATED March 27, 1981 UNDER TRUST NO. 103528

This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL BANK, not personally but as trustee under Trust No. 103528 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL BANK hereby warrants that it possesses full power and authority to execute the instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL BANK personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, and such liability, if any, being hereby expressly waived by the mortgagee or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL BANK personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any.

Form XX0133

1300 (II)

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PROMISSORY NOTE

\$350,000

March 27, 1981

FOR VALUE RECEIVED, THE ABBOTT GROUP, LTD., a Delaware corporation (the "Company"), hereby promises to pay to the CITY OF CHICAGO (the "City") or order at 121 North LaSalle Street, Chicago, Illinois 60602 (Attention: Department of Planning) the principal sum of THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000) or such lesser amount as shall equal the total disbursements made by the City to the Company under the Loan Agreement dated _____, 1981, together with interest as described below, in lawful money of the United States of America and in immediately available funds, such payment of principal and interest to be made in the following manner: Interest at the rate of eight percent (8%) per annum shall accrue on this loan. For the first two (2) years of the fifteen (15) year term of this loan, there shall be no interest or principal payments. Monthly interest and principal payments shall commence upon the third year of this loan, on March 27, 1981 and continue for the remaining thirteen (13) years of the term of the loan, with the final payment being made on February 27, 1996 (see attached payment schedule).

This Note is the Note referred to in the Loan Agreement dated _____, 1981 between the Company and the City.

Any sums due under this Note shall be considered in default if payment has not been received by the City within thirty (30) days of its due date. Such late payment shall be considered an Event of Default of both this Note and the Loan Agreement. Upon the occurrence of an Event of Default, the City has the right to give notice and demand for payment to the Company, from which time the Company shall have thirty (30) days to make payment to the City. If payment is not made within this thirty (30) day period, the principal hereof and accrued interest hereon may be declared to be forthwith due and payable. This remedy is in addition to the rights and remedies given the City of Chicago, in case of the occurrence of an Event of Default by the Company specified in its Loan Agreement.

The Company may, at its option, at any time and from time to time, prepay this Note in part or in whole without premium or penalty. Any such partial prepayment shall be applied to the next due installment hereunder. The Company agrees to pay all costs of collection (including reasonable counsel fees) if default is made in the payment of any principal of or interest on this Note.

THE ABBOTT GROUP, LTD.

BY: [Signature]
President

The time of payment of the unpaid balance of principal and accrued interest due upon the mortgage debt evidenced by this note has been extended pursuant to extension agreement of even date herewith.

Extension Agreement
Exhibit B

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PROMISSORY NOTE

Chicago, Illinois

\$420,000.00

January 14, 1991

FOR VALUE RECEIVED, the undersigned, THE ABBOTT GROUP, LTD., a Delaware corporation (the "Maker"), promises to pay to the order of the City of Chicago (the "Holder") at its Office of Finance, 121 North LaSalle Street Chicago, Illinois 60602, or at such other place as the Holder may appoint, the principal sum of FOUR HUNDRED TWENTY THOUSAND and No/100 DOLLARS (\$420,000.00) together with interest thereon, payable in 240 consecutive equal monthly installments as follows:

Principal plus interest in the amount of \$3,514.50, accruing from the 14th day of January, 1991, payable in 240 consecutive equal monthly installments at a rate of eight percent (8%) per annum with the first such installment due on the 14th day of February, 1991 followed by 239 consecutive equal monthly installments due on the 14th day of each subsequent month, with the final installment due on or before January 14, 2011.

This Note may be prepaid in whole or in part without penalty provided payments are made in multiples of \$1,000.00 each.

All capitalized terms, unless defined herein, shall have the same meanings as are set forth in that certain Promissory Note (the "Original Note"), executed by The Abbott Group, Ltd., and dated as of March 27, 1981, the Trust Deed Second Mortgage (the "Second Mortgage") dated March 27, 1981 and executed by the LaSalle National Bank not personally, but as Trustee under Trust No. 103528 and the Redevelopment Agreement between the City of Chicago and the Abbott Group Ltd. (the "Redevelopment Agreement") executed on August 12, 1981 (collectively the "Loan Documents").

This Promissory Note (the "Note") is executed in substitution of the aforementioned Original Note.

If any installment of principal or interest due hereunder, or any other charges as required under the Note, shall not be paid within fifteen (15) days after such payment is due, Maker shall pay Holder hereof an additional "late charge" of 10% of such delinquent payment as liquidated damages and not as a penalty or the maximum permitted by law, whichever is less, such payment being assessed in order to defray the increased cost of collection occasioned by any such late payments. If this Note is placed with an attorney for collection, Maker shall pay collection expenses and reasonable attorneys' fees. Demand, presentment for payment, protest notice of non-payment or notice of protest is hereby waived by Maker.

EXTENSION AGREEMENT
Exhibit C

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The Holder is expressly authorized to apply payments made under this Note as the Holder may elect against any and all amounts, or portions thereof, then due and payable hereunder under any of the Loan Documents.

The payment of the indebtedness evidenced by this Note is secured by, among other things, a Second Mortgage dated March 27, 1981, recorded on April 15, 1981 as Document No. 25839381 and re-recorded on July 25, 1984 as Document No. 27186773, as extended.

Upon the occurrence of an Event of Default as defined in the Note hereunder or under the Second Mortgage or Redevelopment Agreement then, at the option of the Holder, the Holder may elect without notice to the Maker to accelerate the maturity of this Note and upon such election the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become at once due and payable at the place of payment as aforesaid, and the Holder may proceed to exercise any rights and remedies available to the Holder under any of the Loan Documents and to exercise any other rights and remedies against the Maker or with respect to this Note which the Holder may have at law, in equity or otherwise. The Holder hereof shall not be required to look to any other surety for the payment of this Promissory Note, but may proceed against the undersigned or any one of the undersigned, if more than one, or any guarantor hereof in such manner as it deems desirable. None of the rights or remedies of the Holder hereunder or under the Loan Documents are to be deemed waived or affected by any failure to exercise same. All remedies conferred upon the Holder of this Note, the Loan Documents or any other instrument, document or agreement to which the undersigned or any guarantor hereof is a party or under which any or all of them is bound, shall be cumulative and not exclusive; any such remedies may be exercised singularly, concurrently or consecutively at the Holder's option.

The parties hereto intend and believe that each provision in this Note comports with all applicable law. However, if any provision in this Note is found by a court of law to be in violation of any applicable law, and if such court should declare such provision of this Note to be unlawful, void or unenforceable as written, then it is the intent of all parties hereto that such provision shall be given full force and effect to the fullest possible extent that is legal, valid and enforceable, that the remainder of this Note shall be construed as if such unlawful, void or unenforceable provision were not contained therein, and that the rights, obligations and interests of the Maker and the Holder under the remainder of this Note shall continue in full force and effect.

Upon any endorsement, assignment, or other transfer of this Note by the Holder or by operation of law, the term "the Holder", as used herein shall mean such endorsee assignee, or other transferee or successor. This Note shall inure to the benefit of the Holder and its successors and assigns and shall be binding upon the undersigned and its successors and assigns.

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Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram or telecopy; (c) overnight courier; or (d) registered or certified, first class mail, return receipt requested.

IF TO THE CITY: City of Chicago Economic Development
Department of Housing
24 East Congress Parkway
Chicago, Illinois 60605

WITH A COPY TO: Office of the Corporation Counsel
City of Chicago
City Hall, Room 511
121 North LaSalle Street
Chicago, Illinois 60602

Attention: Finance & Economic
Development Division

Comptroller
City of Chicago
171 North LaSalle Street
Chicago, Illinois 60602

IF TO THE MAKER: Abbott Group, Ltd.
3129 West 36th Street
Chicago, Illinois 60632

WITH A COPY TO: Carroll & Sain
180 N. LaSalle St. Suite 2800
Chicago, Illinois 60601

Such addresses may be changed by notice to the other parties given in the same manner as above provided. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and, if sent pursuant to subsection (d) shall be deemed received forty-eight (48) hours following deposit in the mail.

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IN WITNESS WHEREOF, the undersigned has caused this Note to be duly executed on the date first above written.

THE ABBOTT GROUP LTD

By:

Its:

[Handwritten signature]
[Handwritten initials]

Property of Cook County Clerk's Office

DED/ABBOTGRNOT

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