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SUPPLEMENT AND EXTENSION TO MORTGAGE AND NOTE

This Supplement and Extension to Real Estate Mortgage and Promissory Note entered into this 15th day of December, 1991, by and between American National Bank and Trust Company of Chicago, as Trustee under a Trust Agreement dated February 18, 1966 and known as Trust No. 23038 (hereinafter referred to as "Borrower") and LaSalle Northwest National Bank, a National Banking Association, formerly known as Northwest National Bank of Chicago, (hereinafter referred to as "Lender").

WITNESSETH:

WHEREAS, Borrower is a party to a Note dated December 26, 1986 in the principal amount of \$600,500.00 (the "Note") in favor of LaSalle Northwest National Bank formerly Northwest National Bank of Chicago, (the "Lender"), which Note is secured by the Real Estate Mortgage dated December 26, 1985 (the "Mortgage") which was recorded on December 26, 1986 as Document No. 86620436 in the County of Cook, State of Illinois; and

WHEREAS, as additional security for the indebtedness evidenced by the Promissory Note, the Lender excepted a Collateral Assignment of Rents and Leases dated December 26, 1986 which was recorded on December 26, 1986 as Document No. 86620437, in the County of Cook, State of Illinois; and

WHEREAS, the principal amount of \$635,042.01 remains unpaid as of the date hereof on the Note; and

WHEREAS, Lender has agreed to supplement and extend the aforementioned Real Estate Mortgage and Promissory Note on the terms and conditions as set forth herein;

WHEREAS, Borrower recognizes and affirms that the lien of the aforesaid real estate mortgage is a valid and subsisting lien on the real property located in Cook County, State of Illinois described in Exhibit "A" attached hereto and incorporated by reference herein; 92046288

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NOW THEREFORE, in consideration of the mutual covenants contained herein and upon the express condition that the lien of the Real Estate Mortgage and the Promissory Note is a valid and subsisting lien on the premises legally described in Exhibit "A" and on the further condition that the execution of this Supplement and Extension of the Real Estate Mortgage and Promissory Note will not impair the lien of said Real Estate Mortgage and that it is understood that upon a breach of said conditions or either of them, that this Agreement will not take affect and shall be void;

IT IS HEREBY AGREED AS FOLLOWS:

- 1. The foregoing recitals are hereby adopted by the parties hereto and made a part hereof and are binding on the parties.
- 2. The Borrower kereby covenants, promises and agrees to perform each and all of the covenants, agreements and obligations contained in the Real Estate Mortgage and Promissory Note to be performed by Borrower therein at the time and in the manner in all respects as provided therein and to be bound by all the terms and provisions of said Real Estate Mortgage.
- 3. IT IS FURTHER AGREED, MOWEVER, that the Real Estate Mortgage and Promissory Note on which there is an outstanding balance of \$635,042.01 and which is due currently to be paid in full no later than December 15, 1991 shall be extended and shall mature on December 15, 1996. Said note shall bear interest from the date hereof at a per annum rate of 8.75%. Principal and interest are payable monthly on the 15th day of each month commencing on January 15, 1992 in monthly installments of \$5,220.96 with a final payment of all unpaid principal and interest due and payable on the 15th day of December, 1996. All payments shall be made in lawful money of the United States at the offices of LASALLE NORTHWEST NATIONAL BANK, 4747 West Irving Park Road. Chicago, Illinois 60641, or such other place that the holder may from time to time in writing elect.
- 4. Said Real Estate Mortgage and Promissory Note as supplemented and extended is subject to all the provisions contained in said Real Estate Mortgage and Promissory Note and Borrower specifically agrees, recognizes and affirms the Real Estate Mortgage and Promissory Note are supplemented and extended to secure the performance of all those covenants, agreements and conditions contained in all the instruments pertaining to the repayment of the Note.

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- 5. Borrower agrees that if a default is made in the payment of any principal or interest in the Promissory Note as supplemented and extended when due or if there shall be any other breach or default of the terms, conditions and covenants of the Real Estate Mortgage, the Promissory Note, any Guaranty or other instrument securing repayment of the Promissory Note, then the entire principal balance, together with all accrued interest shall at the option of the Lender, as holder of the Note, become due and payable immediately without further notice.
 - 6. All the real property described in the Real Estate Mortgage shall remain in all respects subject to the lien, charge and encumbrance of the Real Estate Mortgage and nothing contained herein and nothing done pursuant hereto shall affect or be construed to affect the lien, charge or encumbrance or the conveyance affected by the Real Estate Mortgage except as expressly provided herein.
 7. The term "Promissory Note" as used herein shall be
- 7. The term "Promissiry Note" as used herein shall be construed to mean the Promissory Note and the Promissory Note as extended, supplemented and modified herein or by any other instrument evidencing the indebtedness referred to herein.
- 8. The original signed cory of this Supplement and Extension shall be duly recorded with the Accorder of Deeds of Cook County, Illinois. This Supplement and Extension together with the original Real Estate Mortgage and Promissory Note shall constitute the terms and conditions of the Real Estate Mortgage and Promissory Note and be binding upon Borrower and their successors and assigns.

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This Supplement and Extension to Real Estate Mortgage and Promissory Note is executed by American National Bank and Trust Company of Chicago, not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon and invested in it as such trustee and American National Bank and Trust Company of Chicago, hereby warrants that it possesses full power and It is expressly understood authority to execute this instrument. and agreed that nothing contained herein or in the Real Estate Mortgage or this Supplement and Extension to Real Estate Mortgage and Promissory Note shall be construed as creating any liability on American National Bank and Trust Company of personally, to pay the Promissory Note, as hereby supplemented and interest that may accrue thereon or extended, or any indebtedness accruing hereunder or to perform any covenant, either express or implied herein contained; all such liability, if any, being expressly waived by the Bank and by every person now or hereafter claiming any right or securing hereunder and that so far as said American National Black and Trust Company of Chicago, personally, is concerned, the legal holder or holders hereof shall look solely to the premises conveyed pursuant to the abovedescribed Real Estate Mortgage by the enforcement of the lien thereby created or by action to enforce the personal liability of any guarantor hereof.

IN WITNESS HEREOF, American National Bank and Trust Company of Chicago has caused these present to be executed as of the day and year first written above.

American National Bank and Trust Company of Chicago as Trustee under a written Trust Agreement dated February 18, 1966, and known as Trust Number 23038 and not personally

By:

VIGE PRESIDENT

Attest:

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STATE OF ILLINOIS) COUNTY OF C O O K) SANDRA L. TLSTOVIC NotaryPublic, in and for said County, in the State aforesaid, do hereby certify _personally of AMERICAN known to me to be the NATIONAL BANK AND TRUST COMPANY OF CHICAGO personally known to me to be an Assistant Secretary of said corporation and who subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as the and Assistant Secretary of said corporation for the uses and purposes set forth therein and cause the corporate seal of said corporation to be affixed thereto. Given under my hand and official seal this INN 06 1992 day of ,1991. "OFFICIAL SEAL" SANDRA L. TESTOVIC Notar Public, State of Illinois imission Expires 01/18/95 -lart's Office

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Exhibit "A"

Lot 17 (except the South 57 Feet thereof) and the South 52 Feet of Lot 18 in Higgins Road Commercial Subdivision Unit Number 1 being a subdivision in the West 1/2 of Section 22, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax No. 08-22-102-027-0000 08-22-102-028-0000 08-22-102-188-0000

220 Bond Street Elk Grove Village, Illinois 60007 Commonly known as: Johns Clerks Office

This document prepared by: Lesley J. Wazelle LaSalle Northwest National Bank 4747 West Irving Park Road Chicago, Illinois 60641

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