## UNO EXECUTABLEMENTO PYROLEMENT

This EXTENSION AGREEMENT, is made this 31st day of December, 1991 by and between American National Bank and Trust Company of Chicago (the "Lender"), a national bank, the owner of the Mortgage hereinafter described, and American National Bank and Trust Company of Chicago not personally but solely as Trustee under Trust No. 108380-01 dated May 15, 1989 the titleholder of the real estate hereinafter and in said Mortgage described ("Mortgagor").

#### WITNESSETH:

1. Extension of Loan Maturity Date. The parties hereby agree to extend until December 31, 1992 the maturity date of the indebtedness evidenced by the Installment Note of Mortgagor dated November 30, 1989 as amended by a certain First Amendment thereto dated August 15, 1991 secured, inter alia, by a Mortgage (the "Mortgage") of even date therewith recorded December 28, 1989, in the office of the Recorder of Deeds, Cook County, Illinois as document No. 89618045 conveying to certain real estate in Cook County, Illinois described as follows:

Sue Exhibit A attached hereto, as amended from time to time.

2. Repayment of Indebtedness. The loan indebtedness of \$7,000,000, or so much thereof as is disbursed from time to time plus interest from this date on the balance of principal remaining from time to time unpaid at the per annum rate of .75 per cent above the Prime Rate (as defined in the Note) of Lender, changing as said Prime Rate changes from time to time, (the "Agreed Rate") shall be paid in installments as follows:

Interest only on the 1st day of January, 1992, and interest only on the 1st day of each month thereafter until said indebtedness is fully paid except that an installment payment of principal in the amount of \$92,500, if not sooner paid, shall be due on March 31, 1992, and an installment payment of principal in the amount of \$90,000, if not sooner paid, shall be due on June 30, 1992, and a final installment of principal and interest if not sooner paid shall be due on December 31, 1992 (the extended "Maturity Date"),

and the Mortgagor in consideration of such extension promises and agrees to pay the entire indebtedness evidenced by the Note and secured by said Mortgage plus interest as and when therein provided, as hereby extended, and to pay interest after Default or maturity at the Default Rate equal to percent above the Agreed Rate; and to pay both principal and interest at such banking house or trust company in the City of Chicago as the holder or holders of the said Note may from time to time in writing appoint, and in default of such appointment then at the office of Lender at 33 N. LaSalle St., Chicago, Illinois 60690. The Maturity Date is subject to further extension for an additional six month period as provided in the Loan Agreement.

- 3. Acceleration In Case of Default. If any part of told indebtedness or interest thereon be not paid at the maturity thereof as norsin provided, or if default in the performance of any other covenant of the Nortgagor shall continue after expiration of any grace period applicable thereto, the entire principal sum secured by said Mortgage, together with the then accrued interest thereon, shall, without notice, at the option of the holder or holders of said Note become and be due and payable, in the same manner as if said extension had not been granted.
- 4. A Supplementary Agreement. This Extension Agreement is supplementary to said Note and Mortgage. All defined terms in the Mortgage and Note are used herein with the same meaning. All the provisions thereof, including the right to declare principal and accrued interest due for any cause specified in said Mortgage or Note, shall remain in full force and effect except as herein expressly modified. The Mortgagor agrees to and continues to be bound to perform all the covenants in said Note and Mortgage. The provisions of this Extension Agreement shall inure to the benefit of any holder of said Note and shall bind successors and assigns of the Mortgagor.
- 5. Land Trust Exculpation. This Extension Agreement is executed on behalf of Mortgagor by American National Bank and Trust Company of Chicago, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as Land Trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on American National Bank and Trust

### UNOFFICIAL COPY >

COUNTY OF C O O K

in the State aforesaid, DO HEREBY CERTIFY THAT BOWN In and for said County

Company of Chicago personally to pay any indebtedness accruing hereunder, or y to perform any covenant, either express or implied herein contained, all such a liability, if any, being expressly waived by Lender and by every person now a or hereafter claiming any right or security hereunder, and the owner of any a indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, or undertaking accruing hereunder shall look solely to the Trust estate for the payment thereof.

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

• •	
Lender:	Mortghgor:
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO	AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust No. 108380-01
By: Func Marw Vice President	ву:
Attest: Asst. Secretary	Attest: Mene
STATE OF ILLINOIS ) COUNTY OF C O O K	
	<b>4</b> 5.
I, Kristie F Pacitti , a Novery Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THEE J. MICHAEL WHELAN	
andP. JOHANS	EN personally known to
me and known by me to be the	
executed, appeared before me this day i	n person and acknowledged that they
signed and delivered the said instrument as the free and voluntary act of said ba	as their frue and voluntary act and
uses and purposes therein set forth, an	d the said Assistant Secretary than
and there acknowledged that he/she, as said bank, did affix the said corporate	custodian of the corporate seal of seal to said instrument as his/her
free and voluntary act and as the free	and voluntary act of said bank, as
Trustee as aforesaid for the uses and pu	TO OF IOON IN
GIVEN under my hand and Notarial Seal this day of	
NOTARY PUBLIC	
My Commission Expires:	The second secon
	"OFFICIAL SEAL" KRISTIE E. PACITTI Notary Public, State of Illinois My Commission Expires 7/9/95
<u> </u>	WA COURTHOUGH CANAGE CASE - 24

1992 MAR 3 PM 1: 39

92133249

### **UNOFFICIAL COPY**

The same of the sa

# UNOFFICIAL COPY 9

Property of Cook County Clark's Office

والماران والمرادي

### **UNOFFICIAL COPY**

67288136

1992 MAR 3 PM 1:39

A A MUGA

"OFFICIAL SEAL"
KRISTIE E. PACITTI
F. Motory Public, State of Illinois
My Commission Expires 7/9/95

My Commission Expires:

MOTARY PUBLIC

1992,

his cay of FEB 2 5 1992

GIVEN under my hand and Notarial Seal this \_\_\_\_ cay

The last

me and known by me to be the heartcan National Bank and Trust Company has and known by me to be the heartcan National Bank and Trust Company has set secretary respectively of American National Bank and Trust Company of Chicago, in whose name, as Trustee, the above and scknowledged that they executed, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as it is and sationately act and sational for the said bank, as Trustee as aforesaid, for they as the free and voluntary act of said bank, as Trustee as aforesaid, for they as the free and voluntary act of said bank, as and there acknowledged that he/she, as custodian of the corporate seal of said bank, did affix the said corporate seal of and voluntary act and sa the free and voluntary act of said bank, as tree and voluntary act and sa the free and voluntary act for the said corporate seal of safe aforesaid for the uses and purposes there are not the said corporate.

I, Kristie F. Pacitti , a Notary Public in and for said County in the State aforesid, Do HERERY CERTIFY THAT J. Michal Wenlah County and and and P. CHANGEN BOOK STATES AND TO Deresident and Vice-President and

COUNTY OF C O O K

STATE OF ILLINOIS

Attest:

TERRICAN NATIONAL BANK AND TRUST TOMPANY OF CHICAGO, not personally as Trustee under Trust No. 108380-01

BY: THE PROPERTY OF THE PARTY O

. // ///

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

render:

: 38833A

WOLFARAOK:

: <u>Y</u> E

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

\*Company of Chicago personally to pay any indebtedness accruing hereunder, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder, and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, indebtedness or cause of action for breach of any warranty, indemnity, indebtedness or cause of action for breach of any warranty, indemnity, to the Trust estate for the payment thereof.

7//C0

## UNOFFICIAL CORY

### EXHIBIT A

#### PARCEL 1:

SUB-LOT 3 IN LAFLIN, LOOMIS AND CLARE'S PARTITION OF LOTS 14, 15 AND 16 AND THE SOUTHERLY 13 FEET OF LOT 13, ALL IN THOMAS H. HUBBARDS SUBDIVISION OF THE EAST 1/2 OF BLOCK 91 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED FEBRUARY 21, 1878 AS DOCUMENT 170095

### PARCEL 2:

6 FOOT PRIVATE ALLEY LYING NORTH OF AND ADJOINING SUB-LOT 3 AS SHOWN ON THE PLAT OF LAFLIH, LOOMIS AND CLARE'S PARTITION OF LOTS 14, 15 AND 16 AND THE SOUTHERLY 13 FEET OF LOT 13, ALL IN THOMAS H. HUBLANDS SUBDIVISION OF THE EAST 1/2 OF BLOCK 91 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLIHOIS, FERRRED FEBRUARY 21, 1878 AS DOCUMENT 170095

### PARCEL 3:

HON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY I'VE AGREEMENT DATED JULY 6, 1886 AND RECORDED MAY 23, 1887 AS DOCUMENT 832440 MADE BY JOHN G. SHORTALL AND OTHERS OVER THE FOLLOWING DESCRIBED LAND:

BEGINNING AT A POINT ON THE WEST LINE OF LOT 3 IN LOOMIS AND OTHERS SUBDIVISION AFORESAID 80 FFET NORTH OF THE HORTH LINE OF VAN BUREN STREET; RUNNING THENCE FAST 73 1/2 FEET TO A POINT 6 FEET SOUTH OF THE HORTH LINE OF LOT 2 AFORESAID, AND 20 FEET EAST OF THE WEST LINE THEREOF; THENCE NORTH 12 FEET TO A POINT 6 FEET SOUTH OF THE HORTH LINE OF LOT 12 AFORESAID; THENCE WEST 73 1/2 FEET TO A POINT IN THE EAST LINE OF MAIN ALLEY RUNNING NORTH AND SOUTH THROUGH THE MIDDLE OF SAID BLOCK 91, 6 FEET SOUTH OF THE HORTHWEST CORNER OF SAID LOT 13; THENCE SOUTH 12 FEET TO THE POINT OF BEGINNING.

COMMONLY KNOWN AS 210-214 WEST VAN BUREN, CHICAGO ILLINOIS

PIN NO. 17-16-228-013-0000