

## EXTENSION AGREEMENT

92358271

THIS AGREEMENT, made this 31st day of March, 1992 by and between THE FIRST COMMERCIAL BANK, an Illinois Banking Corporation, 6945 N. Clark Street, Chicago, Illinois (the Bank") and BANK OF GARFIELD RIDGE, an Illinois Banking Corporation, not personally but as Trustee under the provisions of a deed or deeds in trust recorded and delivered to said company in pursuance of a Trust Agreement dated May 30, 1991, and known as Trust Number 91-5-18 (hereinafter the "Obligor"), witnesseth:

WHEREAS, the Bank is the legal holder of a Secured Promissory Note (the "Note") in the amount of \$90,000.00 dated August 10, 1991 made by the Obligor, which Note is secured by a mortgage (the "Mortgage") of even date executed by the Obligor and recorded October 4, 1991 with the Cook County Recorder of Deeds as Document 91519528 and 91518529, respectively, covering the following described real estate:

See LEGAL DESCRIPTION attached hereto and made a part hereof as Exhibit "B".

AND WHEREAS, the parties hereto desire to modify, alter and amend the provision of said Note, Mortgage and Assignment of Rents with the respect to the maturity date of said Note, Mortgage and Assignment of Rents;

NOW, THEREFORE, in consideration of the mutual covenants herein expressed and other valuable consideration it is agreed that the Note, Mortgage and Assignment of Rents are hereby modified and amended in such a manner that the maturity date of the Note is hereby extended from March 31, 1992 to October 1, 1992; that accrued interest shall be due and payable monthly, if not sooner paid; and that the entire unpaid principal sum and all accrued interest shall be due and payable, unless sooner paid on October 1, 1992; and that in all other respects said Note, Mortgage and Assignment of Rents shall be unchanged and remain in full force and effect

THIS AGREEMENT shall not become operative and shall be null and void if its execution and recording shall result in the loss to the Note Holder of the priority position of the Mortgage securing said Note. Any written declaration executed by the Note Holder and recorded to the effect that this Extension Agreement threatens the priority position of said Mortgage shall be sufficient to rescind this agreement and expunge the effect of its recording.

IN WITNESS THEREOF, the Bank has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed; and the Obligor have hereunto set their hand and seals: all on the day and year first above written.

FIRST COMMERCIAL BANK

BY

  
Rick D. Salm  
First Vice President

ATTEST:

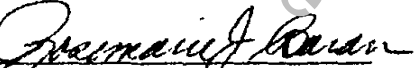
BY:

  
Gregory D. Salm  
First Vice President & Cashier

TRUSTEE'S EXONERATION CLAUSE ON REVERSE SIDE IS  
HEREBY EXPRESSLY MADE A PART HEREOF

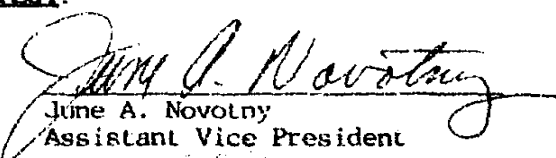
BANK OF GARFIELD RIDGE not personally  
but as a Trustee as aforesaid

BY

  
Rosemarie J. Baran  
Land Trust Officer

ATTEST:

BY:

  
June A. Novotny  
Assistant Vice President

DEPT-41 RECORDINGS

\$31.50

Y#9999 TRAN 1325 05/22/92 11:55:00

#3777 # 1F \*92-358271

COOK COUNTY RECORDER

The undersigned guarantors hereby consent to the foregoing loan extension.

  
Harold Lebovic

  
Stephen Wolf

P 31.50 E

# UNOFFICIAL COPY

This Document is signed by BANK OF CHICAGO / GARFIELD RIDGE, not individually but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon BANK OF CHICAGO / GARFIELD RIDGE personally, or as Trustee, to sequester any of the earnings, avails, or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of BANK OF CHICAGO / GARFIELD RIDGE is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each and every kind are those of the Trustee's beneficiaries only, and shall not in any way be considered the responsibility and liability of BANK OF CHICAGO / GARFIELD RIDGE. This Trustee's ancillary clause shall be controlling in the event of a conflict of terms created by the documents executed by BANK OF CHICAGO / GARFIELD RIDGE as Trustee.

92358271

Property of Cook County Clerk's Office

**MAIL TO:**  
**THE FIRST COMMERCIAL BANK**  
6945 N. CLARK STREET  
CHICAGO, ILLINOIS 60626

STATE OF ILLINOIS)

UNOFFICIAL COPY

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Rosemarie J. Baran, Vice President of BANK OF CHICAGO / GARFIELD RIDGE, and June A. Novotny, Ass't Vice President of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant President, 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 Cashier then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as aforesaid, for the uses and purposes therein set forth.

GIVEN, under my hand and Notarial seal this 5th day of May, 1992



*Sandra A. Voltarel*  
Notary Public

STATE OF ILLINOIS)

)SS

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Rick D. Salm, First Vice President of The First Commercial Bank, and Gregory D. Salm, First Vice President and Cashier of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such First Vice President and First Vice President and Cashier, 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 First Vice President and Cashier then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as aforesaid, for the uses and purposes therein set forth.



Given, under my hand and Notarial seal this 5th day of May, 1992

*Betty L. Maeder*  
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 Harold Lebovic is 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 15th day of May, 1992



*Betty L. Maeder*  
Notary Public

STATE OF ILLINOIS)

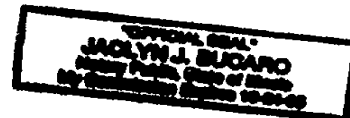
)SS

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Stephen Wolf is personally known to me to be the same persons 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 1st day of May, 1992

*Joseph P. Russo*  
Notary Public

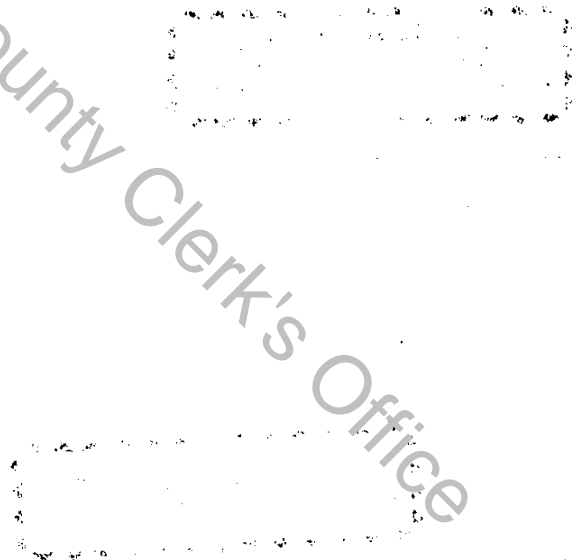


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MAIL TO:  
THE FIRST COMMERCIAL BANK  
6945 N. CLARK STREET  
CHICAGO, ILLINOIS 60626

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**EXHIBIT B**

LOT 8 IN BLOCK 4 IN SUMMERDALE, BEING A RESUBDIVISION OF LOTS 31, 32, 33, 34, 35, 36, 37, 38, 39, AND 40 IN LOUIS E. HENRY'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND A SUBDIVISION (EXCEPT THE WEST 25 FEET THEREOF) OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 5306 N. PAULINA  
CHICAGO, ILLINOIS

PERMANENT INDEX NUMBER: 14-07-218-034-0000

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