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## EXTENSION AGREEMENT

This EXTENSION AGREEMENT ("Agreement") is made July 1, 1993 between JACOB L. WEGLARZ and CYNTHIA WEGLARZ, his wife, ("Guarantors"), LASALLE NATIONAL TRUST, N.A., not personally, but as Trustee under a Trust Agreement dated September 22, 1988 and known as Trust 113519 ("Mortgagor"), and LASALLE BANK LAKE VIEW, having an office at 3201 N. Ashland Avenue, Chicago, IL 60657 (hereinafter referred to as "Mortgagee").

. DEPT-01 RECORDING \$37.00  
. T45555 TRAN 7093 07/21/93 15:53:00  
. 47289 \$ \*93-567362  
. COOK COUNTY RECORDER

## R E C I T A L S

1. Pursuant to the provisions of a First Amendment to Construction Loan Agreement dated October 11, 1988 which said First Amendment to Construction Loan Agreement was entered into on May 26, 1992, the Mortgagee has lent to Mortgagor the following sums:

(i) \$1,236.44.89 evidenced by a Substituted Mortgage Note dated May 26, 1992 executed by Mortgagor and delivered by it to Mortgagee;

(ii) \$244,813.61 evidenced by a Second Mortgage Note dated May 26, 1992 executed by Mortgagor and delivered by it to Mortgagee; and

(iii) \$13,250 evidenced by a Third Mortgage Note dated May 26, 1992 executed by Mortgagor and delivered by it to Mortgagee;

2. By a Restated Guaranty dated May 26, 1992 Guarantors have guaranteed the payment of each of the Substituted Mortgage Note, Second Mortgage Note, Third Mortgage Note, and performance of the covenants and condition contained in the aforesaid Construction Loan Agreement, as amended by the aforesaid First Amendment thereto, and contained in each of the Loan Documents as defined in the aforesaid Construction Loan Agreement and First Amendment thereto.

3. Mortgagor secured the payment of each of the Substituted Mortgage Note, Second Mortgage Note, and Third Mortgage Note by executing and delivering to Mortgagee the Loan Documents as defined in the aforesaid Construction Loan Agreement and First Amendment thereto, including, but not limited to:

(a) Mortgage dated October 11, 1988 and recorded in the office of the Cook County Recorder of Deeds on November 18, 1988 as document No. 88534503 as amended by First Amendment thereto, which First Amendment was recorded in the office of the Cook County Recorder of Deeds on June 3, 1992 as document No. 92388814.

Box 257

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(b) Collateral Assignment of Lease(s) and Rent(s) dated October 11, 1988 and recorded in the office of the Cook County Recorder of Deeds on November 18, 1988 as document No. 88534504 as amended by First Amendment thereto, which First Amendment was recorded in the office of the Cook County Recorder of Deeds on June 3, 1992 as document No. 92388815.

(c) Security Agreement dated October 11, 1988, as amended by First Amendment thereto dated May 26, 1992 executed by Mortgagor, its beneficiary, and Mortgagee, as Secured Party.

(d) Assignment of Beneficial Interest for Collateral Security in Mortgage dated October 11, 1988 as amended by First Amendment thereto dated May 26, 1992.

4. On November 2, 1992, Mortgagor borrowed \$143,561 from Mortgagee and evidenced such borrowing by executing and delivering to Mortgagee an Instalment Note dated November 2, 1992 in the amount of \$143,561 which matures on November 1, 1996.

Mortgagor has secured the payment of such Instalment Note by means of the Loan Documents described in Paragraph 3 hereof by executing and delivering to Mortgagee:

(a) Second Amendment to Mortgage dated October 11, 1988 and recorded in the office of the Cook County Recorder of Deeds on November 18, 1988 as document No. 88534503 which Second Amendment was recorded in the office of the Cook County Recorder of Deeds on December 11, 1992 as document No. 92934398.

(b) Second Amendment to Collateral Assignment of Lease(s) and Rent(s) dated October 11, 1988 and recorded in the office of the Cook County Recorder of Deeds on November 18, 1988 as document No. 88534504, which Second Amendment was recorded in the office of the Cook County Recorder of Deeds on December 11, 1992 as document No. 92934399.

(c) Second Amendment to Security Agreement dated October 11, 1988, which Second Amendment is dated December 11, 1992.

(d) Second Amendment to Assignment of Beneficial Interest for Collateral Security in Mortgage dated October 11, 1988, which Second Amendment is dated December 11, 1992.

Guarantors have guaranteed the payment of the Instalment Note and the performance of the covenants and conditions contained in each of the Loan Documents, as amended, by executing and delivering to Mortgagee their Guaranty dated November 2, 1992.

5. The maturity date of the loans evidenced by each of the Substituted Mortgage Note, Second Mortgage Note, and Third Mortgage Note, described in Paragraph 1 above, and secured by the aforesaid Loan Documents was April 1, 1993. By an Extension Agreement entered into between Mortgagors, Guarantors, and Mortgagee as of

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April 1, 1993 and recorded in the office of the Recorder of Deeds on June 23, 1993 as document No. 93485055, the maturity date was extended through and including July 1, 1993. Mortgagor and Guarantors have found it necessary to and do hereby request an extension of the terms of said loan under the terms and conditions herein set forth.

## LOAN EXTENSION

6. In consideration of the mutual covenants and conditions contained herein and in each of the Loan Documents, as amended, Mortgagee and Mortgagor and Guarantors agree that the maturity date of the indebtedness evidenced by each of the Substituted Mortgage Note, Second Mortgage Note, and Third Mortgage Note, described in Paragraph 1 above, shall be and hereby is extended to January 2, 1994, and the maturity date of the Instalment Note described in Paragraph 4 above is herewith amended to January 2, 1994 at which time Mortgagor and Guarantors shall pay to Mortgagee the entire indebtedness evidenced by each of the Substituted Mortgage Note, Second Mortgage Note, Third Mortgage Note, and Instalment Note.

7. Nothing contained in this EXTENSION AGREEMENT shall in any way alter or amend (i) Mortgagor's liability under the aforesaid Instalment Note or alter or impair the security therefor or (ii) Guarantors' liability under the Guaranty dated November 2, 1992 described in Paragraph 4 hereof.

8. By said Mortgage, as amended, Mortgagor has conveyed to the Mortgagee real property situated in Cook County, Illinois legally described on Exhibit "1" attached hereto and made a part hereof.

9. In all respects not inconsistent herewith by each of the Substituted Mortgage Note, Second Mortgage Note, Third Mortgage Note, the Construction Loan Agreement, as amended by the First Amendment thereto, each of the Loan Documents, and the Instalment Note and the Guaranty (described in Paragraph 4 hereof) shall remain unaltered and in full force and effect.

10. Guarantors hereby ratify and affirm each of their obligations contained in the aforesaid Restated Guaranty and contained in the aforesaid Guaranty dated November 2, 1992.

11. In addition to the indebtedness evidenced by the Notes described in Paragraph 1 hereof, and evidenced by the Instalment Note described in Paragraph 4 hereof, Guarantors are indebted to

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the Bank (i) with respect to the Bank's Loan No. 6789-2 evidenced by a Substituted Mortgage Note, Second Mortgage Note, and Third Mortgage Note, all dated May 26, 1992 executed by Guarantors and by INDEPENDENT TRUST CORPORATION, as Trustee under a Trust Agreement dated January 23, 1987 and known as Trust 546 and (ii) with respect to the Bank's Loan No. 7306-4 evidenced by a Substituted Mortgage Note, Second Mortgage Note, and Third Mortgage Note, all dated May 26, 1992 and executed by Guarantors and INDEPENDENT TRUST CORPORATION, as Trustee under a Trust Agreement dated August 19, 1987 and known as Trust 20001. As with the Notes described in Paragraph 1 hereof, the Bank is similarly extending the maturity date of Loan No. 6789-2 and Loan No. 7306-4 through and including January 2, 1994.

With respect to the loans evidenced by the Notes described in Paragraph 1 hereof and with respect to Loan No. 6789-2 and Loan No. 7306-4, Guarantors shall pay to the Bank the sum of (i) \$30,000 as and for an extension fee upon the execution of this Extension Agreement; and (ii) \$135,583 prior to January 2, 1994 as and for interest deferred during the period of the extension.

11. This EXTENSION AGREEMENT is executed by LASALLE NATIONAL TRUST, N.A., not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and insofar as Mortgagor only is concerned is payable only out of the property specifically described in this EXTENSION AGREEMENT and other documents securing the payment by each of the Substituted Mortgage Note, Second Mortgage Note, and Third Mortgage Note secured hereby, by the enforcement of the provisions contained in this EXTENSION AGREEMENT and other documents or any thereof. No personal liability shall be asserted to be enforceable against the Mortgagor, because or in respect to each of the Substituted Mortgage Note, Second Mortgage Note, and Third Mortgage Note or this EXTENSION AGREEMENT, or the making, issue or transfer thereof, all such liability, if any, being expressly waived by such taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the Guarantor of each of the Substituted Mortgage Note, Second Mortgage Note, and Third Mortgage Note and each original and successive holder of each of the Substituted Mortgage Note, Second Mortgage Note, and Third Mortgage Note accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues, and profits arising from the property described in this EXTENSION AGREEMENT or the proceeds arising from the sale or other disposition thereof.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed the day and year first above written.

LASALLE NATIONAL TRUST, N.A.,  
not personally, but as Trustee under a  
Trust Agreement dated September 22, 1988  
and known as Trust 113519

By: [Signature]  
Title: SR. VICE PRESIDENT

ATTEST:  
Nancy A. Stack  
Title: Assistant Secretary

[Signature]  
JACOB L. WEGLARZ  
[Signature]  
CYNTHIA WEGLARZ

LASALLE BANK LAKE VIEW,  
an Illinois banking corporation

By: [Signature]  
Title: VP

ATTEST:  
[Signature]  
Title: Law Office

This instrument prepared by:  
William B. Weidenaar  
One N. LaSalle Street  
Chicago, IL 60602

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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ELIZABETH GOOCH, of LASALLE BANK LAKE VIEW, and MICHAEL McBRIDE, of said LASALLE BANK LAKE VIEW, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such and M.V.P., 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 LASALLE BANK LAKE VIEW, for the uses and purposes therein set forth; and the said did also then and there acknowledge that he/she, as custodian for the corporate seal of said LASALLE BANK LAKE VIEW, did affix the said corporate seal as his/her own free and voluntary act, and as the free and voluntary act of said LASALLE BANK LAKE VIEW, for the uses and purposes therein set forth.

Given under my hand and notarial seal this June 28th, 1993.

Notary Public (with signature)

OFFICIAL SEAL
Paulette K. ...
Notary Public, State of Illinois
My Commission Expires 1/14/95

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PARCEL 1: LOTS 1, 2, 3, AND 4 IN VILLAGE SQUARE WEST, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS; ALSO

PARCEL 2: LOTS 74, 75, 76, AND 77 IN ORLAND SQUARE VILLAGE UNIT III, BEING A SUBDIVISION OF PART OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 26541251, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 94th AVENUE AND WHEELER DRIVE,  
NORTHEAST CORNER, ORLAND PARK, IL 60462

PERMANENT INDEX NOS.: 27-15-111-001 (AFFECTS LOT 1);  
27-15-111-002 (AFFECTS LOT 2);  
27-15-111-003 (AFFECTS LOT 3);  
27-15-111-004 (AFFECTS LOT 4);  
27-15-109-012 (AFFECTS LOT 74);  
27-15-109-013 (AFFECTS LOT 75);  
27-15-109-014 (AFFECTS LOT 76);  
27-15-109-015 (AFFECTS LOT 77)

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EXHIBIT "1"

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