

UNOFFICIAL COPY

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EXTENSION AGREEMENT

THIS INDENTURE is made as of May 31, 1993, by and between FIRST CHICAGO TRUST COMPANY OF ILLINOIS, successor to OAK PARK TRUST AND SAVINGS BANK, not individually, but solely as trustee under a Land Trust Agreement dated May 1, 1968 and known as Trust No. 5253, FIRST NATIONAL BANK OF NORTHBROOK, not individually, but solely as trustee under a Land Trust Agreement dated February 15, 1989 and known as Trust No. 453, and FIRST NATIONAL BANK OF NORTHBROOK, not individually, but solely as trustee under a Land Trust Agreement dated February 15, 1989 and known as Trust No. 454 (herein collectively referred to as "Mortgagor") and ASSOCIATED BANK CHICAGO, an Illinois banking corporation, whose offices are at 200 E. Randolph Drive, Chicago, Illinois 60601 (herein referred to as "Mortgagee").

DEPT-01 RECORDING \$39.50
 T#3333 TRAN 8730 07/22/93 15143:00
 #6194 # *-93-570856
 COOK COUNTY RECORDER

WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the original principal sum of TWO MILLION DOLLARS (\$2,000,000.00), evidenced by that certain mortgage note of the Mortgagor dated April 30, 1990, made payable to the order of ASSOCIATED BANK CHICAGO (the "Note"), and delivered to the Mortgagee, in and by which said Note the Mortgagor promises to pay the said principal sum and interest at the rate as provided in the Note, with a final payment of the entire balance, if not sooner paid, to be due on the 1st day of May, 1991, subject to Mortgagor's right to extend the maturity date of said Note for a period of one year;

WHEREAS, to secure the Note, the Mortgagor granted to the Mortgagee a Mortgage, Security Agreement, and Assignment of Rents and Leases dated April 30, 1990 on certain properties owned by Mortgagor which are legally described in Exhibit A attached hereto (the "Mortgage"), which Mortgage was recorded by the Cook County Recorder of Deeds on May 22, 1990 as document number 90238152;

WHEREAS, Mortgagor requested that the maturity date of the Note be extended to May 1, 1992 and Mortgagee did grant such an extension pursuant to an Extension Agreement dated as of April 30, 1991 and recorded by the Cook County Recorder of Deeds as document number 91347091;

WHEREAS, Mortgagor requested a further extension of the maturity date of the Note to November 1, 1992 and Mortgagee did grant such an extension pursuant to an Extension Agreement dated as of April 30, 1992 and recorded by the Cook County Recorder of Deeds as document number 928851182;

WHEREAS, Mortgagor requested an additional extension of the maturity date of the Note to May 31, 1993 and Mortgagee did grant such an extension pursuant to a Modification and Extension Agreement dated as of October 30, 1992 and recorded by the Cook County Recorder of Deeds as document number 93122322 which also limited the amount of advances available to be given under the Note to \$1,800,000; and

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WHEREAS, Mortgagor has requested another extension of the maturity date of the Note to July 30, 1993 and Mortgagee has agreed to extend such maturity date upon the terms and conditions set forth herein.

NOW THEREFORE, Mortgagor and Mortgagee agree as follows:

1. The due date for the repayment of principal, interest, and other obligations under the Note and Mortgage is hereby extended to July 30, 1993.

2. The rights and obligations of the parties to this agreement are intended only to supplement and modify certain of the rights and obligations of said parties as provided in the Note and the Mortgage; nothing contained in this agreement shall modify or impair the operational effect of any term or provision of the Note or the Mortgage. If any term or provision contained in this agreement conflicts with any term or provision of the Note or the Mortgage, this agreement shall control. Except as expressly supplemented or modified herein, the Note and the Mortgage shall remain unmodified and in full force and effect.

3. Land Trustees' Exculpation. It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings, and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings, and agreements of the said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings, and agreements by the Trustee or for the purpose of or with the intention of binding said Trustee personally, but are made for binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee. No personal liability or personal responsibility is assumed by the Trustee nor shall at any time be asserted or enforceable against First Chicago Trust Company Of Illinois, successor to Oak Park Trust and Savings Bank or First National Bank of Northbrook on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking, or agreement of the said Trustee contained in this instrument, either expressed or implied, all such personal liability, if any, being expressly waived and released. Provided, however, that nothing contained in this paragraph shall be construed to relieve the beneficiaries of their liability, or limit the warranties, indemnities, representations, covenants, undertakings, and agreements of the beneficiaries of the Mortgagor.

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IN WITNESS WHEREOF, Mortgagor has signed this instrument on the day and year first set forth above.

MORTGAGOR:

FIRST CHICAGO TRUST COMPANY OF ILLINOIS, successor to OAK PARK TRUST AND SAVINGS BANK, Trustee under Land Trust Agreement dated May 1, 1968 and known as Trust No. 5253

BY: [Signature]
Vice President

ATTEST:

BY: [Signature]
Assistant Secretary

FIRST NATIONAL BANK OF NORTHBROOK Trustee under Land Trust Agreement dated February 15, 1989 and known as Trust No. 453

BY: [Signature] EIP

ATTEST:

BY: [Signature] ATO

FIRST NATIONAL BANK OF NORTHBROOK Trustee under Land Trust Agreement dated February 15, 1989 and known as Trust No. 454

BY: [Signature] EIP

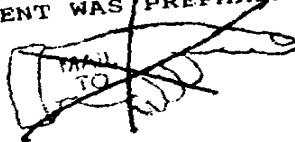
ATTEST:

BY: [Signature] ATO

Catherine C. Gryczan
Schuyler, Roche & Zwirner, P.C.
One Prudential Plaza
Suite 3800
130 East Randolph Street
Chicago, Illinois 60601

26971

THIS INSTRUMENT WAS PREPARED BY:



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I, the undersigned, a Notary Public in and for the County of Cook and State of Illinois, do hereby certify that James A. Kiel, personally known to me to be a(n) Vice President of FIRST CHICAGO TRUST COMPANY OF ILLINOIS, and Dennis John Carrara, personally known to me to be a(n) Assistant Secretary of said Corporation and each personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that in the capacity noted above, they signed and delivered the said instrument, and caused the corporate seal of given corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

Given under my hand and Notarial Seal this 1st day of July, 1993.

Ana Maria Ramirez
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)



I, the undersigned, a Notary Public in and for the County of Cook and State of Illinois, do hereby certify that CAROL A. PUMPHREY, personally known to me to be a(n) EXEC. VICE PRESIDENT & TRUST

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Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, Mortgagor has signed this instrument on the day and year first set forth above.

MORTGAGOR:

FIRST CHICAGO TRUST COMPANY OF ILLINOIS, successor to OAK PARK TRUST AND SAVINGS BANK, Trustee under Land Trust Agreement dated May 1, 1968 and known as Trust No. 5253

By: [Signature]
Trust President

ATTEST:

By: [Signature]
Assistant Secretary

FIRST NATIONAL BANK OF NORTHBROOK Trustee under Land Trust Agreement dated February 15, 1989 and known as Trust No. 453

By: [Signature] & P

ATTEST:

By: [Signature] ATO

FIRST NATIONAL BANK OF NORTHBROOK Trustee under Land Trust Agreement dated February 15, 1989 and known as Trust No. 454

By: [Signature] & P

ATTEST:

By: [Signature] ATO

THIS INSTRUMENT WAS PREPARED BY:

Catherine C. Gryczan
Schuyler, Roche & Zwirner, P.C.
One Prudential Plaza
Suite 3800
130 East Randolph Street
Chicago, Illinois 60601

~~[Signature]~~

RECORD TO THE CLERK OF COOK COUNTY

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FILED

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Property of [Redacted]

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings, and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of bindings only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own rights, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against First National Bank of Northbrook or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

EXHIBIT PROVISIONS ATTACHED
PART HEREOF.

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EXHIBIT PROVISIONS ATTACHED
HEREOF.

Office

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EXHIBIT A

Legal Description

Lot 5 (except that part thereof lying North of a line beginning on the West line of said Lot, 5-5/8 inches South of the North line of said Lot, and running thence Northeasterly to a point on the East line of said Lot 3-3/8 inches Southerly from the Northeast corner of said Lot, also excepting therefrom the Northerly 4 feet of the Easterly 87 feet of said Lot) in Block 11 in White's Addition to Evanston, in the North 1/2 of the Southeast 1/4 of Section 19, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

827 Chicago Avenue

PIN 11-19-401-022

The Southeasterly Half of Lot 4 in Block 2 in Gibbs, Ladd and George's Addition to Evanston, in Section 19, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

913 Chicago Avenue

PIN 11-19-220-006

Lots 9 and 10 in Block 26 in Evanston in the Southeast 1/4 of Section 18, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

1515 Chicago Avenue

PIN 11-18-408-022

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Return to: Christopher N. Skey
Paralegal
Schuyler, Roche & Zwirner, P.C.
130 East Randolph, Suite 3800
Chicago, Illinois 60601

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County of Cook and State of Illinois, do hereby certify that James A. Kiel, personally known to me to be a(n) Vice President of FIRST CHICAGO TRUST COMPANY OF ILLINOIS, and Dennis John Carrara, personally known to me to be a(n) Assistant Secretary of said Corporation and each personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that in the capacity noted above, they signed and delivered the said instrument, and caused the corporate seal of given corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

Given under my hand and Notarial Seal this 1st day of July, 1993.

Ana Maria Ramirez
Notary Public

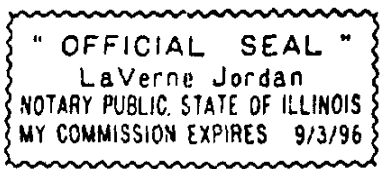


STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for the County of Lake and State of Illinois, do hereby certify that CAROL A. PUMPHREY, personally known to me to be a(n) EXEC. VICE PRESIDENT & TRUST OFFICER of FIRST NATIONAL BANK OF NORTHBROOK, and MARTI K. MARRA, personally known to me to be a(n) ASST. VICE PRESIDENT AND TRUST OFFICER of said Corporation and each personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that in the capacity noted above, they signed and delivered the said instrument, and caused the corporate seal of given corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

Given under my hand and Notarial Seal this 20th day of July, 1993.

LaVerne Jordan
Notary Public



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