Cosmopolitan National Bank of Chicago

93881525

COOK COUNTY ILLINOIS FILED FOR RECORD

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93881525 extension agreement

This Agreement, made as of this 7th day of September 1993 by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a corporation duly organized and existing as a National Banking Association under the laws of the United States of America, ("Lender"), and THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated October 6, 1987 and known as Trust Number 28309, ("Borrowar").

WITNESSETH:

Whereas, the Borrower heretofore executed a certain Mortgage, dated the 7th day of June, 1988, and recorded on June 8, 1988 in the office of the Recorder of Deeds of Cook County, Illinois, as Document Number 88249256, as amended by a Modification Agreement acted October 14, 1988 and recorded the 14th day of November, 1988 as Document Number 88522932, as amended by an Extension Agreement dated June 30, 1989 and recorded the 12th day of July, 1989 as Document Number 89315414, as amended by an Entension Agreement dated June 30, 1990 and recorded the 7th day of August, 1990 as Document Number 90383035 and rerecorded the 13th day of September 1990 as Document Number 90448256, as wended by an Extension Agreement dated May 2, 1991 and recorded the 23rd day of May, 1991 as Document Number 912457273, as amended by an Extension Agreement dated October 30, 1991 and recorded the 19th day of November, 1991 as Document Number 91606466, as amended by an Extension Agreement dated January 31, 1992 and recoreded the 13th day of March 1992 as Document Number 92169275, as amended by an Extension Agreement dated June 10, 1992 and recorded the 8th day of July, 1992 as Document Jumber 92496800 conveying real estate, in the County of Cook, State of Illinois, legally described in Exhibit "A" attached hereto and made a part hereof by this reference; which said Mortgage was given to secure the payment of one certain Note executed by Borrower in the sum of EIGHT HUNDRED THOUSAND AND NO/100 (\$800,000.00) DOLLARS.

Whereas, said Mortgage securing said Note is a valid and subsisting lien of the premises described in said Mortgage, for the principal sum of \$900,000.00 as amended by the Modification Agreement dated October 14, 1988 as referenced above. AND

Whereas, the said Note by its terms, is due and payable on the 30th day of June 1993. AND

Whereas, the parties hereto have agreed upon an extension of time in said Note and Mortgage upon the terms and conditions hereinafter set forth. NOW

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Therefore, in consideration of the premises and the mutual promises and agreements hereinafter made by and between the parties hereto, the said parties do hereby mutually promise and agree as follows:

- 1. The principal balance outstanding as of June 30, 1993 is EIGHT HUNDRED THOUSAND AND NO/100 (\$800,000.00) DOLLARS.
- 2. The due date of June 30, 1993 is hereby extended to December 31, 1993.
- 2. Borrower agrees to pay all fees in relation to the recording of this Extension Agreement and for the current Date Down Endorsement from Chicago Title Januance Company.

And the said carties hereto further mutually agree that all provisions, stipulations, powers and covenants in said Note and Mortgage contained, as modified by said Agreements, shall stand and remain unchanged and in full force and effect for and during said extended period, except only as the same are herein and hereby specifically varied or amended; and further that in the event of a failure to pay the same principal sum of \$800,000.00 or so much as is here outstanding as herein provided, or to keep, fulfill or perform any or all of the covenants and agreements contained in said Note and Mortgage and this Agreement then the whole of said principal sum shall, at the election of the holder of said Note, become at once, without notice, due and payrole and may be collected together with all accrued interest thereon, in the same manner as if said Extension had not been granted, anything hereinbefore contained to the contrary notwithstanding.

And it is expressly understood and agreed by and between the parties hereto that the covenants and agreements herein contained shall bind, and inure, to the respective heirs, executors, administrators, legal representatives and assigns of the said parties hereto.

In witness whereof, the said parties hereto have signed, sealed and delivered these presents on the day and year first above written.

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Attesty Aggistant Secretary

"Lender"
American National Bank and
Trust Company of Chicago

By:

Company Officer

"Borrower"

The Cosmopolitan National Bank of Chicago, not personally, but solely as Trustee under Trust No. 28309

For signatures and exculpatory provisions, see rider

By: hereto attached which is expressly incorporated herein and made a part hereof.

Its:

Attest:

Assistant Secretary

Consent and Acknowledgement of Guarantors:

Wayne Boberg

Robert McCoy

This instrument prepared by and AFTER recording return by Mail to:

Cathleen Dunne

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

33 North LaSalle Street Chicago, Illinois 60602

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This Extension Agreement is executed by the Trustee, The Cosmopolitan National Bank of Chicago, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred on and vested in it as such Trustee (and The Cosmopolitan National Bank of Chicago possesses full power and authority to execute this instrument). herein or in the Note contained shall be construed as creating any liability on The Cosmopolitan National Bank of Chicago Has trustee as aforesaid, or on the Bank personally to pay the Note or any interest that may accrue thereon, or any indeptedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the holder of the Note and by every person now or hereafter claiming any right or security thereunder and that so far as The Cosmopolitan National Bank of Chicago as Trustee under the aforesaid Trust and its successors, and the Bank are personally concerned, the holder of the Note and the owners of any indebtedness accruing hereunder shall look solely to the Property for the rayment thereof, by the foreclosure of the lien created in the Trust Deed/Mortgage, or to action to enforce the personal liability of the beneficiaries or to proceeding under the CABI, one or all, whether or not proceedings to foreclose the Mortgage have been instituted.

IN WITNESS WHEREOF, the Bank and the Trustee have caused this Extension Agreement to be executed by their respective duly authorized officers and beneficiaries have executed this Extension Agreement, all as of the day and year mentioned

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO AFORESAID AND NOT PERSONALLY,

Trust Officer

Attest:

Land Trust Administrator

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STATE	OF	ILLINO	IS)	00
COUNTY	Z OF	COOK	}	SS

) Lune, a Notary Public in and for said county in the State aforesaid, DO HEREBY CERTIFY that Rory C. Johnson, Officer, of American National Bank and Trust Company of Chicago, a national banking association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Officer appeared before me this day in person and acknowledged that he signed and delivered the said instrument at his own free and voluntary act.

Given under my hand and Notarial Seal this 24th day September, 1993. id i. 15.

My commission expires:

Metary Public, State of Minch My Commission Expires 9/14/94

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	STATE OF ILLINOIS)
	COUNTY OF COOK)
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	I, lackie to Wiszowaty . a Notary Public in and for said county in the State aforesaid, DO HEREBY CERTIFY that
	Ann Hucek Burress of Cosmopolitan Bank and Trust Company, and Terl M. Doran
	Assistant Secretary of said company, personally known to me
	to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Land Trust
	foregoing instrument as such Trust Officer and Assistant Land Trust Secretary, respectively, appeared before me this day in Administrator person and acknowledged that they signed and delivered the
	said instrument at their own free and voluntary acts, and as
	the use and purposes therein set forth; and the said Land Trust Administra did also then and there acknowledge that she
	as custodian of the corporate seal or said company, did allix
her	the said corporate seal of said company to said instrument as when own free and voluntary act, and as the free and voluntary
	act of said company, for the uses and purposes therein set forth.
	Given under my hand and Notarial Seal this gth day of September, 1993.
	Jackie M. West total
	Motary Public
	My commission expires:

" OFFICIAL SEAL "
JACKIE M. WISZOWATY
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/17/96

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EXHIBIT A

PARCEL 1

LOT 61 IN SCOTT'S SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF BLOCK 1 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL

LOTS 62 AND 63 IN IRA SCOTT'S SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF BLOCK 1 IN SHEFFIELD ADDITION TO CHICAGO IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address:

1653 North Halfred Street Parcel 1: Chicago, Illinois 60614

1655-57 North Halsted Street Parcel 2: 4 Unit Clart's Office Chicago, Illinois 50614

PIN #'s

14-33-313-019 Parcel 1: Parcel 2: 14-33-313-018

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