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 3 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 or trust company in the City of Chicago as the holder or holders of the eaid Note may from time to time in writing appoint, and in

Interest only on the 1st day of January, 1993, and interest only on the 1st day of each month therester unpaid except thist the entire unpaid principal and accrued interest, if not sooner due or paid, shall be due on June 30, 1993,

\$7,000,000, or so much thereof as is disbursed from time to time \$7,000,000, or so much thereof as is disbursed from time to the plant of principal remaining plus interest from the unpaid at the per annul rate of .75 per cent showe the Prime Rate (as defined in the Note) of Lender, changing as said Prime Rate changes from time to time, (the "Agreed Rate") as said Prime Rate changes from time to time, (the "Agreed Rate") as said Prime Rate changes from time to time; (the "Agreed Rate") as said Prime Rate changes from time to time; (the "Agreed Rate") as said Prime Rate changes from time to time;

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See Exhibit A attached hereto, as amended from time to

Extension of Loan Maturity Date. The parties hereby agree to extend until June 30, 1993 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 by a certain First Amendment thereto Angust 15, 1991 and as further amended by a certain second Amendment thereto dated December 31, 1992 secured, inter alia, by Amendment thereto dated December 31, 1992 secured, inter alia, by December 28, 1989, in the office of the Recorder of Deeds, Cook County, Illinois as document No. 89618045 denveying to certain real estate in Cook County, Illinois described as follows:

### HIASSSANLIM

THIS SECOND EXTENSION AGREEMENT AND MODIFICATION OF MORTGAGE (this "Second Extension Agreement"), is made this 31st day of December, 1992 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").

PND HODINICATION OF HORIGAGE BECOND EXTENSION AGREEMENT 93:36

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default of such appointment then at the office of Lender at 33 N. LaSalle St., Chicago, Illinois 60690.

- 3. Modification of Mortgage. The Mortgage is modified to add the following provisions as Section 35:
  - "35. The Mortgage is given to secure a revolving credit loan and shall secure not only existing indebtedness, but also future advances, whether such advances are obligatory or are to be made at the option of Lender, or otherwise, as are made within twenty (20) years from the date thereof, to the same extent as if such future advances were made on the date thereof. The total amount of indebtedness secured thereby may increase or decrease from time to time, but the total unpaid balance so secured any one time shall not exceed the maximum principal amount of \$7,000,000 plus interest thereon and any dispursements which are made for the payment of taxes, special assessments or insurance on the Premises or other dispursements or advances as provided for therein."
- 4. Acceleration In Case of Default. If any part of said indebtedness or interest thereon be not paid at the maturity thereof as herein provided, or if default in the performance of any other covenant of the Mortgagor 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.
- 5. 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 Mortgago. 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.
- 6. 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 Company of Chicago personally to pay any indebtedness

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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, 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 writted.

Lender:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

By: June W. Blown

Attest: Asst. Secretary

Mortgagor:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust No. 108380-01

Clart's Office

By:

Attest

This instrument was prepared by and after recorded should be returned to:

Martin L. Greenberg c/o Dickinson, Wright, Moon, Van Dusen & Freeman 225 West Washington Street Suite 400 Chicago, IL 60606-3418

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STATE OF ILLINOIS COUNTY OF C O O K LAURA KUMINGO ., a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT personally known to me and known by me to be the Vice-President and Assistant Secretary respectively of American National Bank and Trust Company of Chicago, in whose name, as Trustee, the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said bank, as Trustee as aforesaid, for the uses and purposes therein set forth, and the haid Assistant Secretary then and there acknowledged that he/she, is custodian of the corporate seal of said bank, did affix the said corporate seal to said instrument as his/her free and voluntary act and as the free and voluntary act of said bank, as Trustee as alloresaid for the uses and purposes therein set forth. GIVEN under my hund and Notarial Smal this 1993. My Commission Expires: Office Office

"OFFICIAL SEAL"
LAURA KUMINGO
Notary Public State of Illinois
My Commission Expires 11/24/96

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## UNOFFICIAL COPY,

COUNTY OF C O O K

said County in the state aforesaid, DO HEREBY CERTIFY THAT and William Demonstrated William D

GIVEN under my nand and Notarial Seal this day of January,

DOTARY PUBLIC

Clart's Office

My Commission Expires:

91474

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### 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 ALIEY LYING NORTH OF AND ADJOINING SUB-LOT 3 AS SHOWN ON THE PLAT OF 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 TERRUARY 21, 1878 AS DOCUMENT 170095

#### PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE 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:

EESTMNING AT A POINT ON THE WEST LINE OF LCC 3 IN LOOMIS AND OTHERS SUBDIVISION AFORESAID 80 FEET NORTH OF THE NORTH LINE OF VAN BUREN STREET; RUNNING THENCE EAST 73 1/2 FEET TO A POINT 6 FEET SOUTH OF THE NORTH LINE OF LCT 2 AFORESAID, AND 20 FEET EAST OF THE WEST LINE THEREOF; THENCE NORTH 12 FEET TO A POINT 6 FEET SOUTH OF THE NORTH LINE OF LOT 13 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 NORTHWEST 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

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Pioperty or Cook County Clerk's Office

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