

# UNOFFICIAL COPY

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## EXTENSION AGREEMENT

THIS EXTENSION AGREEMENT is executed by and between Milan Vydareny ("Mortgagor") and Kenji Nomura ("Mortgagee") as of this 25th day of January, 1993.

DEPT-01 RECORDING 120.50  
720555 1588 2304 02/18/93 10:17:00  
26907 + 100-213-110818  
COOK COUNTY RECORDER

### WITNESSETH:

WHEREAS, the Mortgagor is indebted to the Mortgagee as evidenced by a certain Promissory Note dated January 23, 1991 in the original principal amount of \$200,000.00 ("Promissory Note"); and

WHEREAS, the repayment of the indebtedness is secured by one or more documents including a certain Purchase Money Mortgage and Security Agreement dated January 23, 1991 which was recorded in the Office of the Recorder of Deeds of Cook County on January 24, 1991 as Document No. 91037812, ("Mortgage"); and

WHEREAS, the Mortgagor has requested that the Due Date of February 1, 1993 as set forth in the Promissory Note be extended to February 1, 1995; and

WHEREAS, the parties desire to extend said Due Date in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### AGREEMENTS

1. Extension. The date of February 1, 1993, as set forth in the Paragraph 2 of the Promissory Note is hereby deleted and substituted therefor is the date of February 1, 1995. The date of February 1, 1993 as set forth in the Mortgage is hereby deleted and substituted therefor is the date of February 1, 1995.

2. Affirmation. The Mortgagor hereby affirms all of his duties and obligations to and in favor of the Mortgagee including the continuing obligation to make monthly installments of principal and interest each in an amount of \$1,829.48 on the first day of February, 1993 and on the first day of every month thereafter except that all unpaid principal and interest, if not sooner paid, shall become due and payable on the first day of February, 1995.

3. Representations of Mortgagor. The Mortgagor hereby represents, states and warrants to the Mortgagee as follows:

1. all of the statements, representations and warranties as set forth in the Promissory Note and Mortgage are true and accurate as if all of said

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1/26/93

Arnold E. Karolowski, Esq.  
Chuhak & Tesson, P.C.  
225 West Washington Street  
Suite 1300  
Chicago, Illinois 60606

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This document was prepared by  
and after recording mail to:



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Kenji Nomura  
Mitsuhiko Yodanis

Agreement as of the day and year first above written.

IN WITNESS WHEREOF, the parties have executed this Extension

the scope or intent of this Agreement or of any provision hereof.

4. Captions. The captions are inserted only as a matter of convenience and for reference and in no way define, limit or extend

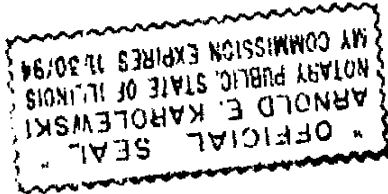
good and marketable fee title in and to the premises, as described in Exhibit A attached hereto and made a part hereof, is vested in the Mortgagor.

11. the Mortgagor is in full and complete compliance with the terms and provisions of the Mortgage and the Promissory Note; and

12. there has been no adverse change in the financial condition of the Mortgagor since January of 1991 and the Mortgagor is not aware of any existing facts or circumstances which will prohibit him from satisfying all of his duties and obligations as set forth in the Promissory Note and the Mortgage;

statements, representations and warranties were completely and fully set forth herein and made as of the date hereof;

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Commission Expires:

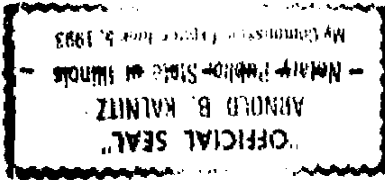
Notary Public

*Arnold E. Karolewski*

Given under my hand and official seal, this 11<sup>th</sup> day of FEBRUARY, 1993.

I, Arnold E. Karolewski, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Kent's name 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 own free voluntary act, for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS )



Commission Expires:

Notary Public

Given under my hand and official seal, this 11<sup>th</sup> day of FEBRUARY, 1993.

I, Arnold B. Kalnitz, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Milan Vyderany, 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 own free voluntary act, for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS )

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Permanent Tax Index No. 14-17-212-006-0000

Commonly known street address: 935-937 West Ireland Avenue  
Chicago, Illinois 60640

LOT 18 IN JOHN N. YOUNG SUBDIVISION OF THE SOUTH 5 ACRES OF  
THE NORTH 25 ACRES OF THE EAST HALF OF THE NORTH EAST QUARTER  
OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Legal Description

EXHIBIT A