#### 93176560

#### EXTENSION AGREEMENT NOTE AND MORTGAGE

This Extension Agreement effective as of the 31st day of December, 1992, between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under Trust No. 111952-03 dated May 8, 1990, hereinafter referred to as "Borrower" and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, hereinafter referred to as "Lender".

#### WITNESSETH

WHEREAS, or July 9, 1990, Borrower executed in favor of Lender, a Mortgage (the "Mortgage") subsequently recorded on July 12, 1990 in Cook County, Illinois as Document No. 90335508, concerning real estate, legally described hereto as Exhibit A and incorporated herein. The Mortgage was given by Borrower to secure payment to Lender of a Note dated July 9, 1990, in the principal sum of NINE HUNDRED THOUSAND AND NO/100 (\$900,000.00) DOLLARS (the "Note").

WHEREAS, the Note was due and payable on July 9, 1991.

WHEREAS, the Note and Mortgage were extended by a Modification Agreement dated July 26, 1991, subsequently recorded on August 14, 1991 in Cook County, Illinois as Document No. 91412913. Modification Agreement extended the naturity date of obligations from July 9, 1991 to March 31, 1992. The Note and Mortgage were further extended by an Extension Agreement Note and Mortgage dated March 31, 1992, extending the maturity date of the obligations from March 31, 1992 to June 30, 1992 The Note and Mortgage were further extended by an Extension Agreement Note and Mortgage dated June 30, 1992, subsequently recorded on July 10, 1992, in Cook County, Illinois as Document No. 92503054, extending the maturity date of the obligations from June 30, 1992 to December The Modification Agreement and Extension Agreements 31, 1992. along with the Mortgage are collectively referred to hereinarter as the "Mortgage".

WHEREAS, the Mortgage securing the Note is a valid and subsisting lien on the premises described in the Mortgage for the principal sum of \$900,000.00. COM COURTY ILLINOIS

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#### **UNOFFICIAL COPY**

WHEREAS, the parties hereto have agreed upon a modification of the terms and conditions of the Mortgage and the Note as herein set forth.

Now 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 December 31, 1992 is \$874,825.00.
- 2. The dustate of December 31, 1992 is hereby extended to March 31, 1993, with such other amendments, modifications, renewals, or replacements thereof.

The parties hereto further mutually agree that all provisions, stipulations, power and covenants in the Note and in the Mortgage contained, except as modified by this Extension Agreement, shall stand and remain unchanged and in full force and effect for and during said extended period, except only as specifically varied or amended above; and further that in the event of a failure to pay the same principal sum as herein provided, or to keep, fulfill or perform any or all of the covenants and agreements contained in the Mortgage, then the whole of said principal sum shall, at the election of the holder of the Note, become at once, without notice, due and payable and may be collected together with all accrued interest and collection costs thereon, in the same manner as if this extension had not been granted, anything hereinbefore to the contrary notwithstanding.

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 benefit of the respective heirs, executors, administrators, legal representatives and assigns of the said parties hereto.

In witness whereof, the parties herato have signed, sealed and delivered this Extension Agreement this American National Bank and Trust Company of Chicago  By:  Its:  One Process of Chicago
Minder* American National Bank and Trust Company of Chicago  By:  By:  American National Bank And Trust
Minder* American National Bank and Trust Company of Chicago  By:  By:  American National Bank And Trust
American National Bank and Trust Company of Chicago  By:  By:  American National Bank and Trust Company of Chicago
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Attest:
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Ita: ASTSECTY 1900
- According T.D. i. N. Z. (
After recording and Trust Company of Chicago
After recording please return of Chicago Patrick J. Fravel Patrick J. Fravel American National Bank and Trust Company of Chicago One North LaSalle Street One North LaSalle 60690
one North Labalta 60690 chicago, Illinois 60690

	STATE OF ILLINOIS ) ) SS:
	COUNTY OF COOK )
~81	I, Donna D. Compació, a notary public in and for said County, in the State aforesaid DO HEREBY CERTIFY THAT who have found to be the personally known to me to be the mercial backing Associate President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, an Illinois corporation, as Trustee as aforesaid and Mark Funday 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 severally acknowledged that as such Americal factory President and Assignation Secretary of said corporation, they signed and delivered the said instrument pursuant to proper
	authority duly given by the Board of Directors of said corporation as Trustee as aforesaid, as their free and voluntary act and as the
	free and voluntary accent deed of said corporation, for the uses and purposes therein set forth.
	GIVEN under my hand and notarial seal this 17th day of FERNORY 1992.
	Down Gelgrania
	OFFICIAL STAL NOTARY Public NOTARY PUBLIC STATE OF BLINDS
	MY CUMMISSION EXP. BBC J., '994
	My Commission Expires: 12/31/94
	$O_{\kappa_{-}}$
	My Commission Expires: 12 31 44

STATE OF ILLINOIS ) ) S9:
COUNTY OF COOK M. SOVILNSKI
I, , a notary public in and for said
County in the State aforesaid DO HEREBY CERTIFY THAT
personally known to me to be the
SBOODA VIOE President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, an Illinois corporation, as Trustee as
aforesaid and ##################################
be the Secretary of said corporation, and
personally known to me to be the same persons whose names are
subscribed co the foregoing instrument, appeared before me this day
in person and severally acknowledged that as such gasen? Title President and Secretary of said corporation, they
President and Secretary of said corporation, they signed and delivered the said instrument pursuant to proper
authority duly given by the Board of Directors of said corporation
as Trustee as aforeagla, as their free and voluntary act and as the
free and voluntary act and deed of said corporation, for the uses
and purposes therein set forth.
GIVEN under my hand and notarial seal this day of
Feb. 1992.1992
. Sovensk.
Notary Public
My Commission Expires:
My Commission Expires:
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"OFFICIAL SEAL"
L.M. SOVIENSKI
"OFFICIAL SEAL" L.N. SOVIENSKI NOTARY PUBLIC, STATE OF MUNOIS My Commission Expires 06/27/94
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My Cammission Expires 06/27/96

Exhibit A

#### PARCEL 1:

LOT 5 IN DURHAM'S SUBDIVISION OF THE SOUTH 1/2 OF THE WEST 1/4 OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE NORTH 256 FEET AND THE WEST 33 FEET AND THE SOUTH 33 FEET THEREOF. IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM SAUL STUART SHERMAN AND DEBORAH E. SHERMAN, HIS WIFE, AND CENTRAL NATIONAL BANK IN CHICAGO AS TRUSTEE UNDER TRUST NO. 2515 TO ELI A. GOLDE AND HELEN GOLAN, BIS WIFE, DATED DECEMBER 23, 1953 AND RECORDED JANUARY 15, 1954 AS DOCUMENT NUMBER 15,812,043 FOR A DRIVEWAY AND FOOTPATH FOR NORMAL AND CONVENIENT ACCESS TO AND FROM WESTMOOR ROAD OVER, TERU, ACROSS AND UPON THE FOLLOWING DESCRIBED PREMISES TO WIT: THE EAST 10 FEET OF LOTS 1 AND 2; THENCE EAST 10 FEET OF THE SOUTH 12 FEET OF LOT 3 AND THE WEST 10 FEET OF THE SOUTH 263.42 FEET OF LOT 4 IN DURHAM'S A SUBDIVISION APPRESAID. IN COOK COUNTY, ILLINOIS.

TAX I.D. # 05 17 307 035

1235 Westmoor Property Address:

South Clarks Office Winnetka, L 60093