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earlier due and payable by reason of the acceleration of the maturity of the Note or later due and payable by reason of the extension of the maturity of the Note.

F. Pursuant to the terms of that certain Fourth Mortgage Note and Mortgage Modification Agreement dated as of May 5, 1991, by and between Lender and Borrower (the "Fourth Modification Agreement"), the maturity date of the entire outstanding principal balance of the Note, plus accrued interest thereon, was extended until October 5, 1991, unless earlier due and payable by reason of the acceleration of the maturity of the Note or later due and payable by reason of the extension of the maturity of the Note.

G. Pursuant to the terms of that certain Fifth Mortgage Note and Mortgage Modification Agreement dated as of October 5, 1991, by and between Lender and Borrower (the "Fifth Modification Agreement"), the Maturity Date of the entire outstanding principal balance of the Note plus accrued interest thereon, was extended until January 5, 1992, unless earlier due and payable by reason of the acceleration of the Maturity of the Note or later due and payable by reason of the extension of the Maturity of the Note.

H. Pursuant to terms of that certain Sixth Mortgage Note and Mortgage Modification Agreement dated as of January 5, 1992, by and between Lender and Borrower (the "Sixth Modification Agreement"), the maturity date of the entire outstanding principal balance of the Note plus accrued interest thereon, was extended until April 1, 1992, unless earlier due and payable by reason of the acceleration of the maturity of the Note or later due and payable by reason of the extension of the maturity of the Note.

I. Pursuant to terms of that certain Seventh Mortgage Note and Mortgage Modification Agreement dated as of April 1, 1992, by and between Lender and Borrower (the "Seventh Modification Agreement"), the maturity date of the entire outstanding principal balance of the Note plus accrued interest thereon, was extended until July 1, 1992, unless earlier due and payable by reason of the acceleration of the maturity of the Note or later due and payable by reason of the extension of the maturity of the Note.

J. Pursuant to terms of that certain Eighth Mortgage Note and Mortgage Modification Agreement dated as of July 1, 1992, by and between Lender and Borrower (the "Eighth Modification Agreement"), the maturity date of the entire outstanding principal balance of the Note plus accrued interest thereon, was extended until November 1, 1992, unless earlier due and payable by reason of the acceleration of the maturity of the Note or later due and payable by reason of the extension of the maturity of the Note.

K. Pursuant to terms of that certain Ninth Mortgage Note and Mortgage Modification Agreement dated as of November 1, 1992, by and between Lender and Borrower (the "Ninth Modification Agreement"), the maturity date of the entire outstanding principal balance of the Note plus accrued interest thereon, was extended until May 1, 1993, unless earlier due and

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payable by reason of the acceleration of the maturity of the Note or later due and payable by reason of the extension of the maturity of the Note.

L. Pursuant to terms of that certain Tenth Mortgage Note and Mortgage Modification Agreement dated as of May 1, 1993, by and between Lender and Borrower (the "Tenth Modification Agreement"), the maturity date of the entire outstanding principal balance of the Note plus accrued interest thereon, was extended until November 1, 1993, unless earlier due and payable by reason of the acceleration of the maturity of the Note or later due and payable by reason of the extension of the maturity of the Note.

M. Pursuant to terms of that certain Eleventh Mortgage Note and Mortgage Modification Agreement dated as of November 1, 1993, by and between Lender and Borrower (the "Eleventh Modification Agreement"), the maturity date of the entire outstanding principal balance of the Note plus accrued interest thereon, was extended until May 1, 1994, unless earlier due and payable by reason of the acceleration of the maturity of the Note or later due and payable by reason of the extension of the maturity of the Note.

N. Borrower has requested that the maturity date of the Note be extended until August 1, 1994 and Lender has agreed to such extension.

**NOW, THEREFORE**, in consideration of the mutual promises set forth below, and other consideration, the receipt and adequacy of which are hereby acknowledged, Lender and Borrower agree as follows:

1. **Recitals.** The Recitals above are incorporated herein by this reference and are deemed to be restated herein.

2. **Extension.** Provided Borrower has complied with all of the terms contained herein, effective on the date hereof the Maturity Date of the Note, as stated in both the Note and the Mortgage, is hereby extended until August 1, 1994.

3. **Extension and Monthly Principal Payment Requirements.** Prior to the extension of the Maturity Date: (a) Borrower shall pay to Lender any and all sums reasonably required by Lender in connection with this Agreement, including, but not limited to, all title charges, all recording fees, the cost of any appraisal required by Lender and all Lender's attorneys' fees incurred in connection with this Agreement; (b) If requested by Lender, Borrower shall provide Lender with an endorsement to American Title Insurance Company Loan Title Insurance Policy No. 60-981452, which endorsement shall be dated as of the date of recording of this Agreement and contain no unpermitted title exceptions, as determined by Lender; and (c) Borrower shall not be in default under any of the terms of the Note, the Mortgage or any other Security Document (as defined in the Mortgage).

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4. Full Force and Effect. Except as expressly modified by this Agreement, the Note, the Mortgage and all other Security Documents shall remain in full force and effect. All capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Note, Mortgage or other Security Documents, as applicable.

5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

Lender and Borrower have executed this Agreement as of and effective as of the date set forth above

REPUBLIC BANK OF CHICAGO

By: *[Signature]*  
Its: 1/18/94

729 S. WELLS ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership

By: 729 S. WELLS PARTNERS, INC., a Missouri corporation, its general partner

By: *[Signature]*  
Its: PRESIDENT

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STATE OF MISSOURI )  
 ) SS.  
COUNTY OF ST. LOUIS )  
JEFFERSON )

I, Martha J. Tiepelman, a notary public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Ronald Edward Walters, the President of 729 S. Wells Partners, Inc., a Missouri corporation, the general partner of 729 S. Wells Associates Limited Partnership, a partnership of the State of Illinois, 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 severally acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as his own free and voluntary act, for the use and purposes set forth therein.

GIVEN under my hand and notarial seal this 1 day of <sup>June</sup>~~May~~, 1994.

Martha J. Tiepelman  
Notary Public  
STATE OF MISSOURI  
JEFFERSON COUNTY  
MY COMMISSION EXPIRES: AUG. 4, 1995

My Commission Expires: Aug 4, 1995

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Doreen A. Zuroske, a notary public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Thomas J. Pacocha, as President of Republic Bank of Chicago, 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 severally acknowledged to me that (he/~~she~~), being thereunto duly authorized, signed and delivered said instrument as (his/~~her~~) own free and voluntary act, for the use and purposes set forth therein.

GIVEN under my hand and notarial seal this 7th day of <sup>June</sup>~~May~~, 1994.

Doreen A. Zuroske  
Notary Public

My Commission Expires:

September 11, 1994

OFFICIAL SEAL  
DOREEN A. ZUROSKE  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES: SEPT. 11, 1994

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## EXHIBIT A

### THE PREMISES

THE SOUTH ELEVEN FEET OF LOT 34 (EXCEPT THE EAST 4 FEET THEREOF) AND LOTS 39, 40, 45 AND 46 (EXCEPT THE EAST 4 FEET OF EACH SAID LOTS) IN THE SUBDIVISION OF BLOCK 102 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N. 17-16-402-023

Address: 729 South Wells  
Chicago, Illinois

05/24/94 1430

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