EXTENSION AGREEMENT

94839429

THIS EXTENSION AGREEMENT, made this 1st day of September, 1994 by and between HARRIS TRUST AND SAVINGS BANK ("Lender"), the owner and holder of the Note hereinafter described, and FRST COLONIAL TRUST COMPANY, Successor Trustee to MICHIGAN AVENUE NATIONAL BANK OF CHICAGO, As Trustee under its Trust Number 4653, maker of said Note ("Borrower"), WITNESSETH:

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the Note dated August 4, 1987 in the original amount of \$550,000.00 and the Amended and Restated Note dated August 13, 1992 in the amount of \$526,558.98, (the "Note"), secured by a Mortgage and Security Agreement with Assignment of Rents in the nature of a mortgage recorded August 5, 1987, in the office of the Recorder of Cook County, Illinois as document number 87431422 and the First Amendment to the Mortgage and Security Agreement with Assignment of Rents recorded August 25, 1992 in the office of the Record of of Cook County, Illinois as document number 92627691 conveying to HARRIS TRUS. AND SAVINGS BANK certain real estate in Cook County, Illinois described as follows:

LOTS 27 AND 28 IN HITCHCOCK'S AND WILSON'S SUBDIVISION OF THE EAST 1/2 OF LOT 1 IN BICKERD'/KE AND STEEL'S SUBDIVISION OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MELIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: . 4 25-101-001-0000

COMMON ADDRESS: 3161-73 North Orchard. Chicago, Illinois 60657

2. The amount outstanding on the Note is \$503,640.43

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- 3. All indebtedness under the Note unless sooner paid shall be paid no later than August 15, 1995 (the "extended maturity date") and the Borrower in consideration of such extension promises and agrees to pay the entire indebtedness secured by said Mortgage or Trust Deed as and when therein provided, as hereby extended, and to pay interest thereon until maturity as hereby extended at the rate provided in said Note.
- 4. If any part of said indebtedness or interest thereon be not paid at the extended maturity date, or if default in the performance or any other covenant of the Borrower shall occur under the Mortgage or Trust Deed, or if any other default shall occur under the Note or Mortgage or Trust Deed, the entire principal sum secured by said Mortgage or Trust Deed, together with the then accrued interest thereon, shall, without notice, at the option of the holder or holders of the Note, become and be due and payable, in the same invarier as if said extension had not been granted.
- 5. This agreement is supplementary to said Mortgage or Trust Deed. All he provisions thereof and of the Note, including the right to declare principal and accrued interest due for any cause specified in said Mortgage or Trust Deed or Note, shall remain in full force and effect except as herein expressly modified, it being the express intent of the parties that the indebtedness heretofore described is not discharged but merely extended pursuant to the terms of this agreement. The provisions of this agreement shall intre to the pursuant to the terms of this agreement. The provisions of this agreement shall middle to the benefit of any holder of said Note and shall bind the heirs, personal representatives and assigns of the Borrower. The Borrower hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws with respect to said feel the life the Borrower consists of two or more persons, their liability hereunder shall be found and 23/94 14:40:00 several.

DEPT-01 RECORDING \$25.00 T+9999 TRAN 5697 09/28/94 14:40:00 +4729 + DW *-94-839429 \$25.00 COOK COUNTY RECORDER

First American Bengis Gran Services, Inc.

UNOFFICIAL COPY

STATE OF)
COUNTY OF Gook) SS.
the State aforesaid, do hereby certify that Joyce A. Madsen. Land Trust Offic President of First Colonial Trust Company , as Trustee and not personally, at Angela McClain. Lnd. Secretary of said First Colonial Trust Company, who a personally known to me to be the same persons whose names are subscribed on the foregoir instrument as such Land Trust Officer Presidents and Land Trust Officer. Sometar respectively, appeared before me this day in person and acknowledged that they signed, sealed at delivered the said instrument as their own free and voluntary act and as the free and voluntary a and deed of said First Colonial Trust Company , as Trustee as aforesaid for the us and purposes therein set forth; and the saidland Trust Officer Secretary then and the acknowledged that (s)he, as custodian of the corporate seal of said First Colonial Trust Co. as Trustee as aforesaid, did affix the corporate seal of said First Colonial Trust Company Truste: as aforesaid to said instrument as his/her own free and voluntary act of sa First Col. Tr. Co., as Trustee as aforesaid, for the uses and purposes therein set forth.
Gi con ander my hand and notarial seal this 15th day of September , 1992. 1994
Notary Public Notary Public "OFFICIAL SEAL" "OFFICIAL SEAL" (TYPE OR PRINTPMAMENTE OF ILLINOIS MY COMMISSION EXPIRES 5/13/95
(SEAL)
My Commission Expires:
STATE OF ILLINOIS) COUNTY OF COOK) A notary public in and for said County in the Sta
aforesaid, DO HEREBY CERTIFY THAT Thomas P. Marks vice President of HARRIS TRUS AND SAVINGS BANK and Ceija C. Kort Credit Officer of said Corporation, who are personal known to me to be the same persons whose names are subscribed to the foregoing instrument such Vice President and Credit Officer respectively, appeared before me this day in person at acknowledged that they signed and delivered the said instrument as their own free and volunta act and as the free and voluntary act of said Corporation, for the uses and purposes therein s forth; and the said Vice President and Credit Officer then and there acknowledged that, custodian of the corporate seal of said Corporation, she/he did affix said corporate seal to sa instrument as her/his own free and voluntary act and as the free and voluntary act of sa Corporation, for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal this $\frac{20^{(1)}}{20}$ day of September, 1994.
"OFFICIAL SEAL" Maria Socorro Ruvalcaba Notary Public, State of Illinois S My Commission Expires 09/19/98 S Municum Maria Socorro Ruvalcaba Notary Public (TYPE OR PRINT NAME)
(SEAL)

This instrument prepared by: Maria Ruvalcaba, Harris Trust and Savings Bank, 111 West Monroe Street, Chicago, IL 60603

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My Commission Expires:

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this agreement the day and year first above written.

HARRIS TRUST AND SAVINGS BANK

FIRST COLONIAL TRUST COMPANY, Successor Trustee to MICHIGAN AVENUE NATIONAL BANK OF CHICAGO, As Trustee Aforesaid and Not Personally:

ATTEST By: eris or Cook County Clerk's Office