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94851983

PREPARED BY AND RETURN TO
DANIEL MOTYKA
COMERICA BANK
8700 N. WAUKEGAN RD.
MORTON GROVE, IL 60053

DEPT-01 RECORDING \$29.50
T#0014 TRAN 2942 10/03/94 14407:00
#8969 # AR *-94-851983
COUK COUNTY RECORDER

LOAN EXTENSION AGREEMENT

This introment is an Agreement among American National Bank and Trust Company of Chicago, as successor trustee to Comerica Bank-Illinois as successor to Manufacturers Affiliated Trust Company under Trust Agreement dated July 3, 1975 and known as its Trust No. 5810 ("Mortgagor"); Wayne P. Filosa and Guiseppe Marchese ("Beneficiaries"); Wayne P. Filosa and Guiseppe Marchese ("Guarantors"); and COMERICA BANK-ILLINOIS successor in interest by merger to Affiliated Bank formerly known as Affiliated Bank/Franklin Park("Lender").

IFCITALS

- A. Mortgagor is the owner of the rea' estate described in Exhibit "A" hereto ("Real Estate"). Beneficiaries are the sole beneficiaries of Mortgagor.
- B. On July 20, 1989, Mortgagor executed and delivered to Lender its Mortgage Note ("Note") in the principal amount of \$627,000.00, to evidence a loan in that amount.
 - C. To secure payment of the Note, the following documents were executed and delivered:
- 1. A Mortgage, Assignment of Leases and Security Agreement dated July 20, 1989 and recorded on October 2, 1989 with the Recorder of Deeds of Cook County, Illinois, as Document Number 89463607, wherein the Mortgagor mortgaged the Real Leate to Lender.
- 2. An Assignment of Lease, Rents and Profits dated July 20, 1989 and recorded October 2, 1989 with the Recorder of Deeds of Cook County, Illinois, as Document No. 89463608, wherein Mortgagor assigned to Lender the rents and income from the Real Estate.
- 3. A Security Agreement dated July 20, 1989 wherein Bank is granted a security interest in certain property.
- D. On January 31, 1992, Mortgagor modified the terms of the Note and executed and delivered to Lender an Amended and Restated Promissory Note in the principal amount of \$603,801.31
 - E. To secure payment of the Amended and Restated Note, the following documents were



- 1. A Loan Modification Agreement dated January 31, 1992 and recorded July 16, 1992 with the Recorder of Deeds of Cook County, Illinois, as Document No. 92524166, wherein Mortgagor modified the original terms of the Note.
- 2. A Guaranty of Note and Mortgage dated January 31, 1992, wherein Guarantors guaranteed to Bank the payment of the Note and other undertakings as therein set forth.
- F. The Note matured and was payable on September 1, 1994. The parties desire to extend said maturity date to November 1, 1994.

WHEPEFORE, it is agreed as follows:

- 1. The due date of the Note is hereby extended to November 1, 1994.
- 2. Except as modified in paragraph 1 above, the Note and Loan Documents remain in full force and effect according to their terms.
- 3. Guarantors jointly and severally, reaffirm their guarantee of the obligation of Mortgagor to Lender under the provisions of the Note and Loan Documents.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed and delivered on September 1st, 1994.

Comerica Bark-Illinois, as successor in interest by merger to Affiliated Bank, formerly known as Affiliated Bank/Franking Park

By: Earl Goldman, V. +

American National Bank, as Tructee eforesaid

Assistant Secretary

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnties, representations, covensels, undertakings and agreements herein made on the part of the Trustee are undertaken by it colorly in the capacity as Trustee and not personally. No personal fabrity or personal responsibility is assumed by or what at any time be asserted or enforceable against the Trustee on account of any warranty, indemntly, representation, coverners, undertaking or agreement of the Trustee in this instrument.

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Acknowledgement by Beneficiary

The undersigned hereby acknowledges and consents to the within Extension Agreement.

jusippl Marchise

The undersigned hereov acknowledges and consents to the within Extension Agreement and reaffirms their Guaranty of Note and Mortgage dated January 31, 1992.

Cuiseppe Marchese

STATE OF ILLINOIS)) SS

COUNTY OF COOK)

County Clarks The undersigned, a Notary Public in and for the State and County aforesaid does hereby certify that Yar (10 dunar, Vice President of Comerica Bank - 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 acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said institution, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _

OFFICIAL SEAL DONNA K. GLUSZEK NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. 7/10/97

1994.

Notary Public

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that DENNIS JOHN CARRARY and JAMES A. KIEL., Vice President of American National Bank, as Trustee as aforesaid, 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 acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free act of said Fristee, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

_, 1994.

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Wayne P. Filosa and Guiseppe Marchese 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 acknowledged that they signed and delivered the said instrument at their own free and voluntary act as beneficiaries for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this

__day of

Notary Public

OFFICIAL SEAL
DONNA K. GLUSZEK
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. 7/10/97

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1

LOTS 15, 16, 18, 22, 23, 24 AND 25 IN BLOCK 11 IN WEEK'S SUBDIVISION OF BLOCKS 1, 2 AND 3 (EXCEPT THE SOUTH 66 FEET OF SAID BLOCK 3) AND THAT PART OF BLOCKS 11, 12 AND 13 LYING WEST OF WISCONSIN CENTRAL RAILROAD THE SOUTH 476.1 FEET MORE OR LESS OF BLOCK 4 AND THAT PART OF THE SOUTH 398 FEET MORE OR LESS OF BLOCK 10, LYING WEST OF SAID RAILROAD IN RIVER PARK, A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO

LOTS 36, 37, 38, 33, 40, 41, 42, 43, 44 AND 45 IN BLOCK 11 IN WEEK'S AND OTHER'S RESUBDIVISION OF LOTS 7, 8, 26, 27, 28 AND PART OF LOTS 4, 5, 6, 29, 30 AND 31 IN BLOCK 11 AND LOTS 1 TO 11, INCLUSIVE AND LOTS 20 TO 42 INCLUSIVE, IN BLOCK 12 IN WEEK'S SUBDVISION OF RIVER PARK AFORESAID, ALL IN COOK COUNTY, ILLINOIS

PARCEL 2

THE SOUTH 75 FEET OF LOT 9 AND THE SOUTH 25 FEET OF LOT 10 IN BLOCK 11 IN WEEK'S SUBDIVISION OF BLOCK 11 WEST OF RAILROAD IN RIVER PARK IN SECTION 27, TOWNSHIP 4(NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK (OUNTY, ILLINOIS

AL50

LOTS 46 TO 50 INCLUSIVE, IN BLOCK 11 IN WEEK'S AND OTHER'S RESUBDIVISION OF LOTS 7, 8, 26, 27, 38 AND PART OF LOTS 4, 5, 6, 29, 30 AND 31 IN BLOCK 11 WEST OF RAILRAOD IN WEEK'S SUBDIVISION OF BLOCK 11 IN RIVER PARK IN THE SOUTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 TAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE SOUTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION 27, WEST OF RAILROAD, ALL III COOK COUNTY, ILLINOIS

P.I.N. 12-27-117-005; 12-27-117-006; 12-27-117-008 12-27-117-012; 12-27-117-013; 12-27-117-014;

12-27-117-020; 12-27-117-022; 12-27-117-024.

ADDRESS OF PROPERTY:

2950 COMMERCE

FRANKLIN PARK, ILLINOIS 60131

9485198