Q-951100

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Cosmopolitan Bank and Trust Successor Trustee to Cosmopolitan National Bank of Chicago

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94298395

EXTENSION AGREEMENT

This Agreement, made as of this 25th day of March 1994 by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a corporation duly organized and existing as a National Banking Association under the laws of the United States of America, ("Lender"), and THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated October 6, 1987 and known as Trust Number 28309, ("Borrower").

witnesseth:

Whereas, the Accrower heretofore executed a certain Mortgage, dated the 7th day of June, 1988, and recorded on June 8, 1988 in the office of the Recorder of Deeds of Cook County, Illinois, as Document Number 88249256, as amended by a Modification Agreement dated October 14, 1988 and recorded the 14th day of November, 1988 as Document Number 88522932, as amended by an Extension Agreement dated June 30, 1989 and recorded the 12th day of July, 1989 as Document Number 89315414, as amended by an extension Agreement dated June 30, 1990 and recorded the 7th day of August, 1990 as Document Number 90383035 and rerecorded the 13th day of September 1990 as Document Number 90448256, as arended by an Extension Agreement dated May 2, 1991 and recorded the 23rd day of May, 1991 as Document Number 912457273, 40 amended by an Extension Agreement dated October 30, 1991 and cocorded the 19th day of November, 1991 as Document Number 91606466, as amended by an Extension Agreement dated January 31, 1912 and recorded the 13th day of March 1992 as Document Number 9/169275, as amended by an Extension Agreement dated June 30, 1992 and recorded the 8th day of July, 1992 as Document Aumber 92496800, as amended by an Extension Agreement recorded November 1, 1993 as Document Number 93881525 conveying real estate, in the County of Cook, State of Illinois, ligally described in Exhibit "A" attached hereto and made a pair hereof by this reference; which said Mortgage was given to secure the payment of one certain Note executed by Borrower in the sum of EIGHT HUNDRED THOUSAND AND NO/100 (\$800,000 (0)) DOLLARS.

Whereas, said Mortgage securing said Note is a valid and subsisting lien of the premises described in said Mortgage, for the principal sum of \$900,000.00 as amended by the Modification Agreement dated October 14, 1988 as referenced above. AND

Whereas, the said Note by its terms, is due and payable on the 31st day of December 1993. AND

Box 221- CT/

Whereas, the parties hereto have agreed upon an extension of time in said Note and Mortgage upon the terms and conditions hereinafter 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, 1993 is EIGHT HUNDRED THOUSAND AND NO/100 (\$800,000.00) DOLLARS.
- 2. The due date of December 31, 1993 is hereby extended to September 1, 1994.
- 3. Eegimning March 1, 1994, Borrower agrees to pay the principal amount of \$2,000.00 per month plus interest at a daily rate equal to 1% per annum in excess of the Bank's prime or base rate of interest.
- 4. Borrower agrees to pay all fees in relation to the recording of this Extension Agreement and for the current Date Down Endorsement from Chicago Title Insurance Company

And the said parties hereto further mutually agree that all provisions, stipulations, powers and covenants in said Note and Mortgage contained, as modified by said Agreements, shall stand and remain unchanged and is full force and effect for and during said extended period, except only as the same are herein and hereby specifically varied or amended; and further that in the event of a failure to pay the same principal sum of \$800,000.00 or so much as is here outstanding as herein provided, or to keep, fulfill or perform any or all of the covenants and agreements contained in said Note and Mortgage and this Agreement then the whole of said Note, become at once, without notice, due and payable and may be collected together with all accrued interest thereon, in the same manner as if said Extension had not been granted, anything hereinbefore contained to the contrary notwithstanding.

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

In witness whereof, the said parties hereto have signed, sealed and delivered these presents on the day and year first above written.

This ACREEMENT FOR EXTENSION OF LOAN is executed by COSMOPOLITAN BANK AND TRUST, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said COSMOPOLITAN BANK AND TRUST heroby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agrees that nothing herein or in said note contained shall be construed as creating any liability on the said COSMOPOLITAN BANK AND TRUST, either individually or as Truston aforemaid, personally to pay the maid note of any interest that may accrue thereon or any indebtedness accounty hereometer or thereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by the mortgagee and by every person now or hereafter claiming any right or security hereunder or thereunder, and that so far as COSMOPOLITAN BANK AND TRUST, either individually or as trustee aforesaid, or its successor personally are concerned, the legal holder or holders of laid note and the owner or owners of any indebtedness accruing hereunder or thereunder shall look solely to the premises hereby conveyed for the payment thereof, by the anticromment of the lien hereby or thereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

ATTEST: BY:	IN WITNESS WHEREOF, COSMOPOLITAN BANK AND TRUST not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer
ATTEST: BY: MATTEST: BY: MATTEST: BY: MATTEST: BY: MATTEST: STATE OF ILLINOIS) COUNTY OF COOK I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Ann Hucek Burress and Teri M. Doran of COSMOPOLITAN BANK AND TRUST, personally known to me to be the same persons whose names are subscribed to the loregoing instrument as such Trust Officer and Land Trust Administrator respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth, and the said Land Trust Administrator (Len and there acknowledged that said Land Trust Administrator (Len and there and so luntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth.	and its corporate seal to be hereunto affixed and attested by its Land Trust Administrator this 25th day of March , 19 94 .
BY: Land Trust Administrator BY: Will Willek Bulling STATE OF ILLINOIS) COUNTY OF COOK I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Ann Hucek Burress and Teri M. Doran of COSMOPOLITAN BANK AND TRUST, personally known to me to be the same persons whose names are subscribed to the loregoing instrument as such Trust Officer and Land Trust Administrator respectively, appeared before me this day in person and arknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth, and the said Land Trust Administrator they and there acknowledged that said Land Trust Administrator 'S own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth.	COSMOPOLITAN BANK AND TRUST, AS TRUSTEE AS AFORESAID & NOT PERSONALLY
STATE OF ILLINOIS)) SS COUNTY OF COOK I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Ann Hucek Burres: Teri M. Doran of COSMOPOLITAN BANK AND TRUST, personally known to me to be the same persons whose names are subscribed to the idregoing instrument as such Trust Officer and Land Trust Administrator respectively, appeared before me this day in person and arknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth, and the said Land Trust Administrator view and there acknowledged that said Land Trust Administrator is own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth.	ATTEST:
COUNTY OF COOK I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Ann Hucek Burres; and Teri M. Doran of COSMOPOLITAN BANK AND TRUST, personally known to me to be the same persons whose names are subscribed to the loregoing instrument as such Trust Officer and Land Trust Administrator respectively, appeared before me this day in person and arknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth, and the said Land Trust Administrator them and there acknowledged that said Land Trust Administrator 's own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth.	BY: BY: BY: But duck Buccess Land Trust Administrator By: Frost Officer
I, the undersigned, a Notary Public in and for the Courty and State aforesaid, DO HEREBY CERTIFY that the above named Ann Hucek Burress and Teri M. Doran of COSMOPOLITAN BANK AND TRUST, personally known to me to be the same persons whose names are subscribed to the joregoing instrument as such Trust Officer and Land Trust Administrator respectively, appeared before me this day in person and arknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth, and the said Land Trust Administrator to own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth.	STATE OF ILLINOIS)) SS
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and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth.	signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes
GIVEN under my hand and Notarial Seal this 25th day of March . 19 94.	and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and
12. 11.	GIVEN under my hand and Notarial Seal this <u>25th</u> day of <u>March</u> , 19 <u>94</u> .

"OFFICIAL SEAL "
JACKIE M. WISZOWATY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/17/98

lotary Public acku M Usokat

94298393

"Lender"

American National Bank and Trust Company of Chicago

Rv s

Commercial Banking Officer

Assistant Sourstary

"Borrower"

The Cosmopolitan National Bank of Chicago, not personally, but solely as Trustee under Trust No. 28309

For signatures and exculpatory provisions see

By: rider hereto attached which is expressly
incorporated herein and made a part hereof.

Attest:

Assistant Secretary

Consent and Acknowledgement of Guarantors

Wayne Byberg

MODEL MCCOY

This instrument prepared by and A FER recording return by Mail to:

Cathleen Dunne

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

33 North LaSalle Street Chicago, Illinois 60602

EXHIBIT A

PARCEL 1

LOT 61 IN SCOTT'S SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF BLOCK 1 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 1

LOTS 62 AND 3 IN IRA SCOTT'S SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF BLOCK 1 IN SHEFFIELD ADDITION TO CHICAGO IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address:

Parcel 1: 1653 North Halsted Street

Chicago, Illinois 60614

tr.
4
// Clart's Office Parcel 2: 1655-57 North Halstod Street

Chicago, Illinois 69624

PIN #'s

Parcel 1: 14-33-313-019 Parcel 2: 14-33-313-018