# UNOFFICIAL COP 13/13/13/155

#### EXTENSION AGREEMENT

This Extension Agreement dated as of March 21, 1994 (the "Extension") by and among LaSalle National Bank (as successor trustee to Northbrook Trust and Savings Bank, as trustee under Trust not LT-276 dated as of November 9, 1967), a national banking association, with its principal place of business and mailing address at 135 South LaSalle Street, Chicago, Illinois 60690, not personally but as trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said trustee in pursuance of a Trust Agreement dated November 9, 1967 and known as trust no. 25-276-00 (hereinafter referred to as "Trustee"), Wiss, Janney, Elstner Associates, Inc., and Illinois corporation with its principal place of business and mailing address at 330 Pfingsten Road, Northbrook, Illinois 60062 ("Beneficiary", Trustee and Beneficiary being hereinafter referred to collectively as the "Assignors") and Harriscorp Finance, Inc., a Delaware corporation with its principal place of business and mailing address at 111 West Monroe Street, Chicago, Illinois 60603 (hereinafter referred to as "Assignee"); DEPT-01 RECORDING

11 TRAN 4944 04/18/94 14124100 19 1 1 94-343055 COOK COUNTY RECORDER

\$35,00

94342655

WITNESSETH THAT:

WHEREAS, Assignors did heretofore execute and deliver to Assignee that certain Assignment of Leases and Rents dated as of February 28, 1989, and recorded in the Recorder's Office of Cook County, Illino's on March 1, 1989, as Document No. 89-091554 (the "Assignment"), in order to secure certain indebtedness, whether now outstanding or hereafter incurred, of Beneficiary owing to Assigned; and

WHEREAS, the Assignment currently secures, among other things, that certain Promissory Note of Beneficiary dated February 28, 1989, payable to the order of Assignee in the principal sum of \$2,000,000 whereby the Beneficiary promises to pay said principal sum (or such lesser amount as may be outstanding at the magnify thereof) on March 31, 1994, the maturity date thereof, together with interest thereon as therein provided (such Promissory Note, and any and all notes issued in extension or lenewal thereof or in substitution or replacement therefor, being hereinafter referred to as the Note"); and

WHEREAS, the Beneficiary has concurrently herewith entered into a First Amendment to Promissory Note with Assignee bearing even date herewith (the "Amendment") whereby the parties have agreed, among other things, to extend the final maturity of the Note to February 28, 1999 and to reduce the interest rate applicable to the Note; and

This Instrument Prepared By and After Recording Return To;

Steven G. Hastings Chapman and Cutler 111 West Monroe Street Chicago, Illinois 60603

235908.01,06 1003665MMO

3/16/94

TICOR TITLE INSURANCE **BOX 15** 

WHEREAS, as a condition precedent to Amendment and making certain other financial accommodations to the Beneficiary, Assignee requires the Assignors, and to accommodate that requirement the Assignors desire by this Extension, to confirm and assure that all the real estate and other properties, rights, interests and privileges of the Assignors which are currently subject to the lien of the Assignment be and constitute collateral security for the Note as extended and amended; and

NOW, THEREFORE, for and in consideration of the execution and delivery by Assignee of the Amendment, and other good and valuable consideration, receipt whereof is hereby acknowledged, the Assignors and Assignee do hereby mutually promise and agree as follows, a wit:

- 1. To principal amount remaining unpaid on the Note as of March 1, 1994 is \$1,950,000.
- 2. The final maturity of the Note has been extended to February 28, 1999, pursuant to which the Beneficiary promises and agrees to pay Assignee the unpaid principal balance of said Note in consecutive installments of principal and interest as therein provided, except that the final payment of both principal and interest, if not sooner paid, shall be due on February 28, 1999, which Note shall bear interest on the unpaid principal balance thereof prior to maturity (payable monday) at the rate per annum equal to 7.15% and after maturity until paid in full (payable on demand) at the greater of the rate per annum determined by adding 2% to the rate per annum from time to time announced by Harris Trust and Savings Bank as its prime commercial rate or 10.15% per annum.
- 3. It is hereby agreed that all the indebtedness evidenced by the Note as extended and amended by the Amendment shall be secured by the Assignment in the same manner as if such indebtedness had been specifically described therein as indebtedness secured thereby. All references to the Note contained in the Assignment shall be deemed to be references to the Note as amended and extended pursuant to the Amendment.
- 4. This Extension Agreement is supplementary to said Assignment. All provisions of the Assignment and the Note, including the right to declare the principal and accrued interest due thereon for any cause specified therein, shall remain in full force and effect, it being the expressed intent of the parties that the indebtedness heretofore described is not discharged but merely extended pursuant to the terms of this Extension. The provisions of this Extension shall inure to the benefit of any holder of the Note and shall bind the heirs, personal representatives, successors and assigns of the Assignors.
- 5. This Extension may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each of which when so executed shall be an original but all of which to constitute one and the same instrument.
- 6. No reference to this Extension need be made in any note, instrument or other document making reference to the Assignment, any reference to the Assignment in any of such to be deemed to be a reference to the Assignment as amended and extended hereby.

This instrument shall be construed and governed by and in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the Beneficiary has caused these presents to be duly executed the day and year first above written.

(Corporate Seal)

WISS, JANNEY, ELSTNER ASSOCIATES, INC.

Or Cook County Clark's Office

Secretary

The ream time to the

This Extension is executed by LaSalle National Bank (as successor trustee to Northbrook Trust and Savings Bank, as trustee under Trust no. LT-276 dated as of November 9, 1967), a national banking association, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and invested in it as such Trustee (said Trustee warrants that it possess full power and authority to execute this Extension), and it is expressly understood and agreed that nothing herein or in the Assignment or the Note contained shall be construed as creating any liability on said Trustee personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing under the Assignment, or to perform any covenant, either express or implied, herein of in the Assignment contained, all such liability, if any, being expressly waived by Assignee and by every person now or hereafter claiming any right or security hereunder, and that so far as said Trustee personally is concerned, the legal holder or holders of the Note and owner or owners of any indebtedness accruing thereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien created by the Mortgage, in the manner herein or in the Note provided, or by action to enforce the personal liability of the Beneficiary or any guarantor of the indebtedness hereby secured or

by proceeding against any other	collateral security therefor.	
Trust and Savings Bank, as trus a national banking association, presents to be signed by its hereunto affixed and attested by above written.	TaSalle National Bank (successor trustee to Northbrook tee under Trust No LT-276 dated as of November 9, 1967), not personally but as Trustee as aforesaid, has caused these President, and its corporate seal to be its Secretary, the day and year first	
(CORPORATE SEAL)	Lasalle National Choir, N.A. Successor Trustee to	
	LASALLE NATIONAL BANK, as trustee as	
	aforesaid and not personally	
Attest:	By Oren- or	
Million a Decicle	Its Nice Prestant	
SANCY A. STACK, HISASS SOCI	retary Sorting Bok	
	(Type or Print Name)	
Accepted and agreed to in	Chicago, Illinois as of the day and year first above written.	
	HARRISCORP FYNAMOR TIME.	
	Its Vice President President  Telling D. B. Hr. (i) J.  (Type or Print Name)	なるのないない。

STATE OF ILLINOIS )	
COUNTY OF COOK )	
I, Harriet Donlagwicz the State aforesaid, do hereby certify that	Notary Public in and for said County, in Cortano Bok Vice President
of LaSaile National Bank a halfonal b	anking association, and Nancy A. Stack
same persons whose names are subs	tion, who are personally known to me to be the cribed to the foregoing instrument as such securetary, respectively, appeared before
their own free and voluntary act and a	at they signed and delivered the said instrument as some the free and voluntary act and deed of said trein set forth; and the said <u>Assistant</u>
Secretary then and there acknowledged tha association, did affix the corporate seal of	t:he/she, as custodian of the corporate seal of said said association to said instrument as his/her own voluntary act of said association, for the uses and
purposes therein set forth.	voluntary act of sam association, for the uses and
Given under my hand and notorial se	al, as of this 30th day of March, 1994.
Marie Contract of the Contract	Notary Public
Rand Company	Notary Public
A service of the serv	Harries Denisewicz
	(Type or Print Name)
(Notarial Seal)	(Type or Print Name)
Commission Expires:	TŚ
	O <sub>Sc.</sub>

STATE OF ILLINOIS	) ) SS.	
COUNTY OF COOK	)	
the State aforesaid, do hereby of	certify that <u>v. 1. METZ</u>	y Public in and for said County, in VICE PRESIDENT
CORPORATE Secretary of s	said corporation, who are j	oration, and <u>R. D. STEINBERG</u> personally known to me to be the foregoing instrument as such
nie this day in person and acknowledge	CORPORATE Secrets owledged that they signed a	ary, respectively, appeared before and delivered the said instrument as
corporation for the uses and p	purposes therein set forth;	voluntary act and deed of said and the said <u>CORPORATE</u> todian of the corporate seal of said
corporation, did affic the corp	porate seal of said corporate as the free and voluntary a	tion to said instrument as his/heret of said corporation, for the uses
	thactarial seal, as of this 23r	<u>d.</u> day of March, 1994.
	arla	1. Henthorn
	0,,	Notary Public
" OFFICIAL SEAL " ARLA F. HENTHORN NOTARY PUBLIC, STATE OF ILLINOIS	75	ARLA F. HENTHORN  (Type or Print Name)
MY COMMISSION EXPIRES 5/4/96	<u>}</u>	Type of Time (wine)
(Notarial Seal)		4,
Commission Expires:		Type or Print Name)
May 4, 1996		

Notary Public in and for said County, is the Public of New Youngs.  The Public of New Youngs.  The Public of New Youngs.  The Public in and for said County, is the county of the to be the county of the to be the county of the to be the county in the county in the county in the county of the coun
as of this 11 day of Watch, 1994.
Missan P MWetho
Notary Public
Srusun P. McVille
(Type or Print Name)
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TSOR

#### SCHEDULE 1

### **LEGAL DESCRIPTION**

#### PARCEL 2:

Lot 5 in Sky Harbor Air-Industrial Park Unit One, being a subdivision in the Southeast Quarter of the Northeast Quarter of Section 5, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

### PARCEL 3:

The North 175 feet, at reasured on the West line thereof, of Lot I in Rogers Resubdivision of Lot 4 in Sky Harbor Air-Industrial Park Unit One, being a subdivision in the Southeast Quarter of the Northeast Quarter of Section 5, Township 42 North, Range 12, East of the Third Principal Meridian, in Cork County, Illinois.

Real Property Index Number.: 04-05-202-007 (Parcel 2), 04-05-202-034 (Parcel 3)

Address: 330 Pfingsten Road

Northbrook, IL

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