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MORTGAGE EXTENSION AGREEMENT

DEPT-01 RECORDING \$25.50
T40008 TRAN 8576 07/17/95 09133100
49376 & EIL #--95--460929
COOK COUNTY RECORDER

Loan Number 90002552-54

-----SPACE ABOVE LINE FOR RECORDING PURPOSES-----

This Agreement, made this first day of April, 1995, by and between the **ELGIN STATE BANK**, a banking corporation organized and existing under the laws of the State of Illinois, "BANK", and Horng Y. Fang, M.D. and Anthony M.C. Chang, "DEBTOR", **WITNESSETH**:

WHEREAS, the Debtor has heretofore mortgaged unto the Bank certain lands and premises which are described in a certain Indenture of Mortgage bearing the date August 9, 1983 which mortgage is recorded in the Office of the Recorder of Deeds for Cook County, Illinois as Document No. 26800488, which Mortgage is made a part hereof by reference and the same is now due and payable.

LEGAL DESCRIPTION:

Addendum "A"

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WHEREAS, Debtor is unable to make payment in full of the amount due said Bank under said mortgage, and has requested that the time of payment be extended, and the Bank is willing to extend the time of payment in accordance with the provisions of this instrument.

NOW THEREFORE, in consideration of the sum of One Dollar paid by the Debtor to Bank, receipt is hereby acknowledged, as well as other valuable considerations, it is agreed between the parties hereto as follows:

(1) That the date of the final payment on the said Mortgage upon which there is at this time a balance of \$40,828.73 due upon the principal and \$ -0- of unpaid interest, said Mortgage is hereby extended to April 1, 1998 provided, however, that said Debtor shall apply on said principal the sum of Two Hundred Eighty Five & no/100 Dollars plus accrued interest on May 1, 1995, and the further sums of \$285.00 plus accrued interest together with interest at the variable rate of Bank of America Illinois Prime Rate plus 1.0% on the unpaid principal sum on the first day of each and every month thereafter.

2. That, notwithstanding the foregoing provision or anything to the contrary contained in said Mortgage, if the Debtor shall be in default for more than thirty days in making payment or any monthly installment, as herein provided then after such default has occurred, Bank may declare the balance then unpaid on said mortgage due and payable forthwith, and may foreclose said mortgage in accordance with the terms, conditions and provisions thereof.

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3 That the terms, conditions and provisions of said mortgage are hereby ratified and confirmed in all respects, matters and things except wherein the same are modified by this statement.

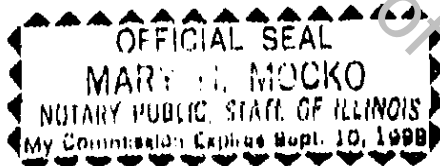
4. That this agreement shall not create any merger or alter or prejudice the rights and priorities of the Bank, its successors and assigns, and if so construed, then, in such event, this agreement shall be void and of no effect.

This agreement shall be binding upon the successors, heirs, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF, Bank has caused this instrument to be executed for and on its behalf by its Vice President and its corporate seal hereunto affixed on the first day of May, 1995, and on the same day Debtor has set hand and seal.

ELGIN STATE BANK

by: *Anthony J. Battaglia*
Anthony J. Battaglia, Vice President



X *Horng Y. Fang*
Horng Y. Fang, M.D. "Debtor"

X *Anthony M.C. Chang*
Anthony M.C. Chang "Debtor"

STATE OF ILLINOIS)
COUNTY OF KANE)

On this first day of May, 1995, before me, personally appeared Anthony J. Battaglia, to me personally known, who being sworn did say that he is the Vice President of the ELGIN STATE BANK, the corporation named in and which executed the within instrument, and that he executed the same for and on behalf of said corporation by authority of its Board of Directors and that the corporate seal of said corporation, and that said instrument is the free act and deed of said corporation.

And on the same day appeared Horng Y. Fang, M.D. and Anthony M.C. Chang, to me known described in and who executed the within instrument and who acknowledged that they executed the same as their free act and deed for the purposes therein mentioned.

Mary H. Mocko
Notary

PARCEL 1:

Unit No. 1802 in Streeterville Center Condominium as delineated on Survey of the following: All of the Property and Space lying above and extending upward from a horizontal plane having an elevation of 119.30 feet above Chicago City Datum (and which is also the lower surface of the floor slab of the ninth floor, in the 26-story building situated on the parcel of land hereinafter described) and lying within the boundaries projected vertically upward of a parcel of land comprised of Lots 20, 21, 22, 23, 24 and 25 (except that part of Lot 25 lying West of the center of the party wall of the building now standing on the dividing line between Lots 25 and 26), together with the Property and Space lying below said horizontal plane having an elevation of 119.30 feet above Chicago City Datum and lying above a horizontal plane having an elevation of 118.75 feet above Chicago City Datum (and which plane coincides with the lowest surface of the roof slab of the 8-story building situated on said parcel of land) and lying within the boundaries projected vertically upward of the South 17.96 feet of the aforesaid parcel of land, all in the Subdivision of the West 3/4 feet of Block 32, except the East 14 feet of the North 60 feet thereof in Kinzie's Addition to Chicago in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, which Survey is attached to Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-laws for Streeterville Center Condominium Association recorded in the office of the Recorder of Deeds of Cook County, Illinois, as Document Number 26017897; together with its undivided percentage interest in the Common Elements.

PARCEL 2:

Easement for the Benefit of Lot 25 of the right to maintain party wall as established by Agreement between Edwin B. Sheldon and Heaton Owsley recorded August 11, 1892 as Document Number 1715549 on that part of Lots 25 and 26 in Kinzie's Addition aforesaid occupied by the West 1/2 of the party wall, all in Cook County, Illinois.

PARCEL 3:

All those certain easements, privileges, rights of use and all other benefits described in that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 26017894, as granted for the benefit of Parcel 1, by a deed from American National Bank and Trust Company of Chicago, a national banking association, as Trustee under Trust Agreement dated December 11, 1980 and known as Trust No. 51534 to Wendy Young dated October 1, 1981 and recorded October 2, 1981 as Document Number 26017895.

- "A. Mortgagor also hereby grants to mortgagee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the declaration of condominium aforesaid.
- B. This mortgage is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said declaration in the same as though the provisions of said declaration were recited and stipulated at length herein."

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