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. COOK COUNTY RECORDER

MORTGAGE/TOAN EXTENSION AGREEMENT

This Loan Extension Agreement (the "Agreement") is made and entered into as of this 10th day of September, 1995, by and among American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated June 20. 1988, and known as Trust Number 105763-04 (the "Borrower") and Capitol Bank and Trust, an Illinois Banking Corporation (the "Lender").

A. Lender made a loan (the "Loan") to Borrower in the original principal amount of Three Hundred Fife; Thousand and no/100 Dollars, which loan is evidenced by a mortgage note dated September 1, 1988 and a loan modification agreement dated July 24, 1992 (the "Note"), from Borrower to Lender in the original principal amount of \$350,000.00 secured by that certain bear shold Mortgage (the "Mortgage") of Borrower dated as of September 2, 1988, encumbering the Borrowers leasehold estate in real estate legally described on Exhibit A attached hereto and made a part hereof (the "Real Estate") recorded in the office of the Recorded of Deeds of Cook County, Illinois (the "Recorder") on September 1, 1988, as Document Number 88400651.

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- B. The parties have agreed to modify and extend the maturity date of the Note, Leasehold Mortgage and Assignment of Rents as follows:
- 1) The maturity date of the Note is extended to September 10, 2000, at which time all outstanding sums due to Lender under the Note shall be paid in full, and the Mortgage is modified accordingly.
- 2) The parties acknowledge and agree that as of September 10, 1995, the unpaid principal balance due under the Note was \$199,653.60. Principal and Interest payments on a monthly basis will continue to be \$2,598.78.
- 3) Said remaining indebtedness of \$199,653.60 shall be paid on or before September 10, 2000 and the Borrower in consideration of such extension promises and agrees to pay the principal sum secured by said Leasehold Mortgage as and when therein provided, as hereby extended, and to pay interest thereon until September 10, 2000, at the fixed rate of eight and one-half percent (8.50%) per annum, and thereafter until maturity. Interest after maturity (whether by acceleration or otherwise) shall be paid on the unpaid balance at the rate of eleven and one-half percent (11.50%) per annum.
- 4) If any part of said indebtedness or interest thereon is not paid at the maturity thereof as herein provided, or if default in the performance of any other covenant of the Borrower shall continue for twenty (20) days after written notice thereof, the entire principal sum secured by said Leasehold Mortgage, together with the then accrued interest thereon, shall without notice, at the option of the holder of holders of said principal Note or Notes, become and be due and payable, in the same manner as if said extension had not been granted.
- 5) This agreement is supplementary to said Leasehold Mortgage. All the Provisions thereof and of the Note or Notes,

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including the right to declare principal and accrued interest due for any cause specified in said Leasehold Mortgage or Notes, shall remain in full force and effect except as herein expressly modified. The owner agrees to perform all the covenants of the Mortgagor in said Leasehold Mortgage. The provisions of this indenture shall inure to the benefit of any holder of said principal Note or Notes and shall bind heirs, personal representatives and assigns of the owner. The owner hereby waives and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois with respect to said real estate. If the owner consists of two or more persons, their liability hereunder shall be joint and several.

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

DENDER:							
Capitol	Ŋank	and	Trust	an	Illinois	Banking	Corporation
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BORROWER:

American National Bank and Trust Company of Chicao, not personally///put as Trustee as aforesaid

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Prepared by and return to:

Amy Lemar Capitol Bank and Trust 4801 W. Fullerton Ave. Chicago, Illinois 60639 95781948

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PARCEL 1:

THE LEASEHOLD ESTATE, CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE EXECUTED BY:

BOARD OF EDUCATION OF THE CITY OF CHICAGO, A BODY POLITIC AND CORPORATE, AS LESSOR, AND CHASE BRASS AND COPPER COMPANY, INCORPORATED, A CORPORATION OF CONNECTICUT, AS LESSEE, DATED APRIL 25, 1952 AND RECORDED APRIL 28, 1952 AS DOCUMENT 15327948 WHICH LEASE DEMISES THE POLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING DECEMBER 1, 1951 AND ENDING NOVEMBER 30, 2026, TO-VIT:

THAT PART OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL HERIDIAN BOUNDED AS FOLLOWS:

COMMENCING A. THE POINT OF INTERSECTION OF THE SOUTH LINE OF SAID WEST 1/2 OF THE NORTH VEST 1/4 WITH THE WEST LINE OF NORTH LONG AVENUE AND RURHING THENCE NO.TH ALONG THE SAID WEST LINE OF NORTH LONG AVENUE AND 33 FEET WEST OF A'D CARALLEL WITH THE EAST LINE OF SAID WEST 1/2 OF THE NORTH WEST 1/4, A BIT ARCE OF 369.39 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE SOUTHWESTERLY LINE OF WEST GRAND AVENUE; THENCE NORTHMESTERLY ALONG SAID SOUTHWESTERLY LINE OF WEST GRAND AVENUE; SAID LINE FORMING A SOUTH WEST ANGLE OF 105 DEGREES 13 HINUTES 10 SECONDS WITH THE WEST LINE OF NORTH LONG AVENUE; AND BEING ALSO 40 FEET SOUTHWESTERLY OF THE CENTER CHART LONG AVENUE; AND BEING ALSO 40 FEET SOUTHWESTERLY OF THE CENTER CHART LONG AVENUE; AND BEING ALSO 40 THE PROPERTY OF THE CENTER CONTROL OF SAID WEST GRAND AVENUE AS 1MPROVED AND OCCUPIED BY THE CITY OF CHICAGO, A DISTANCE OF 372.72 FEET TO A POINT; THENCE SOUTH PARALLEL WITH STID EAST LINE OF THE WEST 1/4 A DISTANCE OF 64.75 FEET TO A POINT IN THE SOUTH LINE OF SAID NORTH WEST 1/4 OF SAID SECTION 30; THENCE EAST ALONG SAID LINE OF SAID NORTH WEST 1/4 OF SAID SECTION 30; THENCE EAST ALONG SAID SOUTH LINE A DISTANCE OF 359.67 FEET TO THE FOINT OF BEGINNING, IN COOK COUNTY, 11LINDIS

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 OF THE LAND, CALFAL BY THE INSTRUMENT AFORESAID REFERRED TO AS THE LEASE, FOR THE PUPLOSE OF INSTALLING, OPERATING, MAINTAINING, RENEWING AND REMOVING OF A RAILROAD SWITCH TRACK SERVING PARCEL 1 OF THE LAND AND THE HOVEMENT OF PAILROAD CARS AND LOCOHOTIVES OVER SAID TRACK, SAID EASEMENT BEING OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE VEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 33, TOWNS: 1P 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SAID SECTION, WHICH POINT IS 392.67 FEET WEST OF THE POINT OF INTERSECTION OF SAID SCUTK LINE WITH THE EAST LINE OF THE WEST 1/2 OF THE HORTH WEST 1/4 OF SAID SECTION; THENCE NORTH ALONG A LINE PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF THE HORTH WEST 1/4 OF SAID SECTION A DISTANCE OF 17 FEET; THENCE WEST ALONG A LINE 17 FEET WORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE WEST 1/2 OF THE HORTH WEST 1/4 OF SAID SECTION, TO A POINT ON THE HORTHERLY RIGHT OF WAY LINE OF THE CHICAGO, HILWAUKEE, ST. PAUL AND PACIFIC RAILHOAD COMPANY; THENCE EASTERLY ALONG SAID RIGHT OF WAY LINE TO THE POINT OF INTERSECTION OF THE SAID RIGHT OF WAY LINE WITH THE SOUTH LINE OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SAID SECTION; THENCE EAST ALONG SAID SOUTH LINE TO THE POINT OF JECTANING; IN COOK-COUNT TO TALLHGIS.

Property Address: 5401 W. Grand Avenue, Chicago, Illinois Pin No.: 13-33-100-006-8002

EXHIBIT A

1014'S OFFICE

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