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EXTENSION AGREEMENT

EXTENSION

DEPT-01 RECORDING \$27.00
T#0012 TRAN 1926 01/26/95 12:00:00
#1322 RB *-95-060635
COOK COUNTY RECORDER

2702

LD 723035

This indenture, made this 1st day of January, 1995 by and between Albany Bank and Trust Company N.A. U/T/A #11-4685 the holder and owner of the Mortgage or Trust deed hereinafter described ("Mortgagee") and Albany Bank and Trust Company N.A. representing himself or themselves to be the owner or owners of the real estate hereinafter and in said Trust Deed or Mortgage described ("Owner") WITNESSETH

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal promissory Note or Notes of Albany Bank and Trust Company N.A. U/T/A #11-4685 dated December 4, 1989, secured by Mortgage(s) or Trust deed(s) in the nature of Mortgage(s) recorded December 14, 1989, in the office of the Recorder of Cook county, Illinois as document No. 89597279 conveying to Chicago Title and Trust Company certain real estate in Cook county, Illinois described as follows

LEGAL DESCRIPTION RIDER ATTACHED HERETO AND MADE A PART HEREOF

2. The amount remaining unpaid on the indebtedness is \$606,283.76.

3. Said remaining indebtedness of \$606,283.76 shall be paid on or before January 1, 2000, and the Owner in consideration of such extension promises and agrees to pay the entire indebtedness secured by said Mortgage(s) or Trust deed(s) as therein provided, as hereby extended, at the rate of 8.5% percent per annum in installments as follows **Five Thousand Two Hundred Sixty One and 47/100 Dollars** on the 1st day of February, 1995 and **Five Thousand Two Hundred Sixty One and 47/100 Dollars** on the 1st day of each month thereafter, until maturity of said principal sum as hereby extended at the aforementioned rate of interest together with the aforesaid sum, if any and interest after maturity at the higher of the then existing rate or at the rate of Albank Prime plus 4% per annum. Said payments are to be made at such banking house or trust company in the City of Chicago, Illinois as the legal holder or holders of the principal Note or Notes secured by said Trust Deed(s) or Mortgage(s) may from time to time in writing appoint, and in absence of such appointment then at ALBANY BANK AND TRUST COMPANY N.A., 3400 W. Lawrence Avenue, Chicago, Illinois

*The interest rate shall be adjusted to Albank Prime on the 1st day of January, 1996 and on the 1st day of January every year thereafter until maturity

At each interest rate adjustment the principal and interest payment shall also be adjusted on the basis of the then remaining term of the original amortization

4. If any part of said indebtedness or interest thereon be not paid at the maturity thereof as herein provided, or if default in the performance of any other covenant of the Owner shall continue for three days after written notice thereof, the entire principal sum secured by said Mortgage(s) or Trust Deed(s), together with the then accrued interest thereon shall, without notice, at the option of the holder or holders of said principal Note or Notes, become and be due and payable, in the same manner as if extension had not been granted

5. The Owners are prohibited from selling, conveying, assigning the beneficial interest in and to, entering into Articles of Agreement for the sale of, leasing, renting, or in any manner transferring title to the mortgaged premises without the prior written consent of the mortgagee. Failure to obtain prior written consent shall constitute a default hereunder entitling the mortgagee to declare the whole of the debt immediately due and payable

NOTE: THIS DOCUMENT IS BEING RECORDED TO REFLECT THE
PAYMENT BY CHICAGO TITLE TRUST
BOX 333 (11)

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6. A late charge in the amount of 5 (five) percent of this monthly payment due hereunder will be assessed for any payment made more than 15 (fifteen) days after due date

7. This loan is payable in full at the end of ten years. At maturity, or if the holder or holders of the Note demand payment the entire principal balance of the loan and unpaid interest then due shall be paid forthwith. The holder or holders of the Note are under no obligation to refinance the loan at that time. The Owner therefore will be required to make payment out of other assets, or will have to find a lender willing to lend the money at prevailing market rates which may be considerably higher than the interest rate on this loan.

8. This Agreement is supplementary to said Mortgage(s) or Trust Deed(s). All the provisions of the principal Note or Notes, including the right to declare principal and accrued interest due for any cause specified in said Mortgage(s) or Trust Deed(s) or Notes, but not including any prepayment privilege unless herein expressly provided for, shall remain in full force and effect except as herewith expressly modified. The Owner agrees to perform all the covenants in said Mortgage(s) or Trust Deed(s). The provisions of this indenture shall inure to the benefit of any holder of said principal Note or Notes and Interest Notes and shall bind the heirs, personal representatives and assigns of the Owner. The Owner hereby waives and releases 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 or entities, their liability hereunder shall be joint and several.

9. The Mortgagee under the Mortgage(s) or Trust Deed(s) extended herein shall execute this document solely as a party to the agreement and reserves the right of acceptance of this agreement subject to receipt of an acceptable endorsement to a title insurance policy covering the recording of this agreement, showing conditions of title which are acceptable to the Mortgagee.

10. Should prepayment be made prior to January 1, 1998, there will be a premium due of 1% of the unpaid principal balance, provided that in case of sale of the mortgaged real estate there shall be no prepayment penalty assessed from the proceeds.

11. The Beneficiaries of Borrower/Guarantor may be required to provide Albank with annual personal financial statements and annual business statements during the term of the loan. Additionally, the Borrower/Guarantor will be required to provide Albank with annual operating statements for the property. These statements minimally will show the total rental income for the subject property as well as the annual expenses. All statements, as well as any supporting documentation i.e. leases, estoppel letters, financial statements on major tenants, or other information Albank may require, shall be in the hands of Albank within 90 days after the close of the year end. Personal Financial Statements shall be due on the anniversary date of the loan.

Where this instrument is executed by Albany Bank and Trust Company N.A. not personally but solely as Trustee. All the covenants, including but not limited to all environmental representations and conditions to be performed hereunder by Albany Bank and Trust Company N.A. are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against Albany Bank and Trust Company N.A. by reason of any of the covenants, statements, representations or warranties contained in this instrument.

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

ALBANY BANK AND TRUST CO. N.A. UIC/A #11-4685
as Trustee as aforesaid and not personally

ALBANY BANK AND TRUST COMPANY N.A.

By [Signature]
Trust Officer
Attest [Signature]
Vice-President

By [Signature]
Sr. Vice-President
Attest [Signature]
Vice-President

CONSENT TO EXTENSION AGREEMENT

The undersigned endorser or endorsers, guarantor or guarantors, or other secondary obligor or obligors, including an original unreleased borrower or borrowers, hereby consent to the foregoing Extension Agreement.

(seal) [Signature]
Solomon Gutstein

[Signature] (seal)
Carol F. Gutstein

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This instrument is executed by ALBANY BANK & TRUST COMPANY N.A., not personally but solely as Trustee, as aforesaid. All the covenants, including but not limited to all environmental representations and conditions to be performed hereunder by ALBANY BANK & TRUST COMPANY N.A. are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against ALBANY BANK & TRUST COMPANY N.A. by reason of any of the covenants, statements, representations or warranties contained herein.

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STATE OF ILLINOIS)

SS

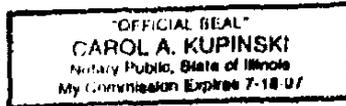
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that

James J. ... and Carol F. ...
personally known to me to be the same persons) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that *They* signed, sealed and delivered the said instrument as *Trustee* free and voluntary act for the uses and purposes therein set forth, including the release and waiver of right of homestead

GIVEN under my hand and notarial seal this *11th* day of *December* 19*94*

Carol A. Kupinski
Notary Public



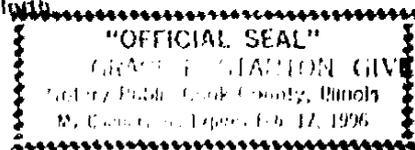
STATE OF ILLINOIS)

SS

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

Gary A. Worcester, Sr. Vice President of ALBANY BANK AND TRUST COMPANY N.A. and *Michael Bentcover, Vice President* of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such *Senior Vice President* and *Vice President* 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 and as the free and voluntary act of said Bank, as ~~Trustee as aforesaid~~, for the uses and purposes therein set forth, and the said *Vice President* then and there acknowledged that said *Vice President* as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said *Vice President's* own free and voluntary act and as the free and voluntary act of said Bank, as ~~Trustee as aforesaid~~, for the uses and purposes therein set forth.



GIVEN under my hand and notarial seal this *15th* day of *January* 19*95*

Grant E. Gleason
Notary Public

STATE OF ILLINOIS)

SS

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that the above named Trust officer and Vice-President of Albany Bank and Trust Company N.A. who are 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 and voluntary act of said Bank as Trustee aforesaid for the uses and purposes therein set forth, and the said Vice-President then and there acknowledged that as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee aforesaid, for the uses and purposes herein set forth

Given under my hand and notarial seal this *18th* day of *Jan* 19*95*

Edith Lehmann
Notary Public

RETURN TO: Box 35

Albany Bank and Trust Company
3400 W Lawrence Avenue
Chicago, Illinois 60625

THIS DOCUMENT PREPARED BY
Gary A. Worcester, Sr. Vice President
Albany Bank and Trust Company N. A.
3400 W Lawrence Avenue
Chicago, Illinois 60625

954533442

954530635

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CONSENT TO EXTENSION AGREEMENT

The undersigned endorser or endorsers, guarantor or guarantors, or other secondary obligor or obligors, including an original unleased borrower or borrowers, hereby consent to the foregoing Extension Agreement.

(seal) *[Signature]*
Assistant Vice President

[Signature] (seal)
Assistant Secretary



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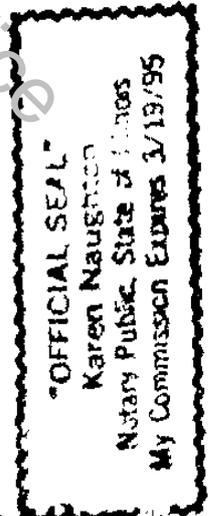
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STATE OF ILLINOIS, } SS.
COUNTY OF COOK }

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary 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 and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

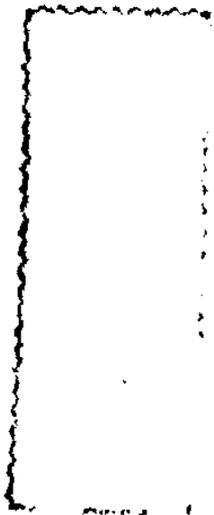
Date FEB 24 1995



Notary Public

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LEGAL DESCRIPTION RIDER

PARCEL 1:

LOTS 21, 22, 23, 24, 25 AND 26 AND THE WEST 1/2 OF VACATED ALLEY LYING EAST OF AND ADJOINING AFORESAID LOTS 22 TO 26 BOTH INCLUSIVE AND SOUTH OF A LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE OF AFORESAID ALLEY FROM THE NORTH WEST CORNER OF LOT 7 AND LYING NORTH OF THE

NORTHEASTERLY LINE OF SAID LOT 21 EXTENDED SOUTHEASTERLY, ALL IN THE SIXTH ADDITION TO THE BRONX, BEING A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THAT PART OF THE VACATED ALLEY ADJOINING LOT 21 AFORESAID DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE CENTER LINE OF THAT PART OF THE NORTH-SOUTH ALLEY EAST OF, ADJACENT TO, AND PARALLEL TO THE EAST LINE OF LOT 20, SAID POINT BEING 14 FEET NORTH OF (AS MEASURED ALONG SAID CENTER LINE) THE CENTER LINE AND SAID CENTER LINE EXTENDED WEST OF THE 16 FOOT EAST-WEST ALLEY NORTH OF AND ADJACENT TO LOTS 14 TO 19; THENCE NORTHEASTERLY TO A POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF LOT 21 EXTENDED SOUTHWESTERLY WITH THE CENTER LINE EXTENDED SOUTH OF THE NORTH-SOUTH ALLEY LYING EAST OF AND ADJACENT TO LOTS 22 AND 23 IN SAID SUBDIVISION; THENCE NORTHWESTERLY ALONG SAID EXTENSION OF THE NORTHEASTERLY LINE OF LOT 21 TO THE NORTHEASTERLY CORNER OF SAID LOT 21; THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID LOT 21 TO THE SOUTHEASTERLY CORNER OF SAID LOT 21; THENCE SOUTHEASTERLY TO THE POINT OF BEGINNING, ALL IN THE SIXTH ADDITION TO THE BRONX, BEING A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PART OF VACATED ALLEY HEREIN DESCRIBED BEING THAT PART THEREOF ACCRUING TO LOT 21 OF SAID PARCEL 1, ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 9239 CROSS POINT, SKOKIE, ILLINOIS

PIN's 10-16-221-003, 10-16-221-004, 10-16-221-005, 10-16-221-006, 10-16-221-036

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