

AGREEMENT dated as of March 31, 1995 between

- ☐ _____ and known as Trust No. _____ and
- ☒ 4036 North Clark Street Corporation an Illinois corporation,
- ☐ _____ a _____ general partnership or joint venture,
- ☐ _____ a _____ limited partnership.

(Mortgagor): Bank One, Chicago, IL (Bank); and
☒ Lawrence J. Oakford, Theodore A. Wynn and Oakford, Wynn & Associates, Ltd.
 (Guarantor or Guarantors).

- A. Mortgagor is indebted to Bank in the principal sum of four hundred eighty seven thousand Dollars (\$ 487,500.00) as evidenced by a Mortgage Note (Note) dated as of October 19, 1989 which Note is secured in part by a Mortgage (Mortgage), ☒ and Assignment of Rents applicable to the property commonly known as 4036 North Clark Street, Chicago, IL, legally described on Exhibit A attached hereto, which document(s) (were) recorded with the Cook County Recorder of Deeds as Document Number(s) 82511257 (and 82511258) respectively on October 27, 19 89.
- B. Said Note is also secured by the Guaranty of Payment and Performance dated as of October 19 & 20, 1989 executed by the Guarantor(s).
- C. Mortgagor (☒ and Guarantor(s)) has have requested
☐ an additional loan in the amount of _____ Dollars (\$ _____)
☒ an extension of the maturity date of the Note from March 31, 1995 to June 30, 1995.
- D. Bank is willing to grant such loan pursuant to the terms and provisions of this Agreement and the Promissory Note dated March 31, 1995 in the principal sum of four hundred eighty three thousand Dollars (\$ 483,509.66) which bears interest due and payable at the rate specified therein (Replacement Note).

AGREEMENTS

NOW, THEREFORE, in consideration of the above Recitals, the parties hereto do hereby acknowledge and agree as follows:

- Mortgagor (☒ and Guarantor(s)) does do hereby acknowledge that the Mortgage (☒ Assignment of Rents), (☒ Guaranty) and other applicable Security Documents are in full force and effect.
- The Mortgage, (☒ Assignment of Rents) and other Security Documents are hereby modified to provide that such instruments continue as collateral security for repayment of the Replacement Note.
- ☒ Guarantor(s) (do) (does) hereby reaffirm and ratify the Guaranty.
- In all other respects, the Mortgage, (☒ Assignment of Rents) and other applicable Security Documents are hereby ratified and reaffirmed.
- In the event the Mortgagor executing this Agreement is an individual, and trust, this Agreement is executed by the Mortgagor, not personally but as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and the Mortgagor hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing contained herein or in the Replacement Note shall be construed as creating any liability on the Mortgagor personally to pay the Replacement Note or any interest, late charge or premium that may accrue thereon, or any indebtedness secured by this Agreement or the security documents referred to herein, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Bank and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagor is personally concerned, the legal holder or holders of the Note or Replacement Note and owner or owners of any indebtedness secured hereby shall look solely to the Premises and Collateral referred to herein and to any other security given at any time to secure the payment thereof.

Dated at Evanston, Illinois as of the date first above written.

MORTGAGOR.

☐ Partnership / Joint Venture. a _____ (partnership) (joint venture) By: _____ Its: _____	☐ Land Trust. as Trustee under Agreement dated _____ and known as Trust No. _____, and not personally By: _____ Its: _____
☒ Corporation. <u>4036 North Clark Street Corporation</u> a n <u>Illinois</u> corporation By: <u>Lawrence J. Oakford</u> Its: <u>Theodore A. Wynn</u>	☐ Individuals: _____ _____ _____

BANK:

Bank One, Chicago, ILBy: Lawrence Rhum
Its: Vice President

GUARANTORS.

Lawrence J. Oakford, Theodore A. Wynn and Oakford, Wynn & Associates, Ltd.
by Theodore A. Wynn
President
STATE OF ILLINOIS } SS
COUNTY OF _____

I, _____, a notary public in and for the state and county aforesaid, DO HEREBY CERTIFY, that _____ personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (s)he (they) signed, sealed and delivered the said instrument as (her) his (their) free and voluntary act, for the uses and purposes and in the capacity (if any) therein set forth.

Given under my hand and seal this 26 day of April, 19 95.

STATE OF ILLINOIS } SS
COUNTY OF KANE

I, George Mavros, a notary public in and for the state and county aforesaid, DO HEREBY CERTIFY, that _____ personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (s)he (they) signed, sealed and delivered the said instrument as (her) his (their) free and voluntary act, for the uses and purposes and in the capacity (if any) therein set forth.

Given under my hand and seal this _____ day of _____, 19 _____.

 Document prepared by: Lawrence Rhum and fi
 Property Tax No.: 14-17-315-002-0000

 After recording mail to:
 Judy Davis/Loan Services
 Bank One, Chicago, IL
 PO Box 806083, Chicago, IL 60680-6083

RECORDING/RELEASE

APR 26 1995

UNOFFICIAL COPY

Property of Cook County Clerk's Office

DEPT-01 RECORDING
TRAN 1571 05/15/95 15:28:00
#3752 = SK -#-95-317362
COOK COUNTY RECORDER
DEPT-10 PENALTY
\$20.00

95337362

BANK ONE CHICAGO, INC.

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"EXHIBIT A"

THAT PART OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WESTERLY OF THE WESTERLY LINE OF CLARK STREET, LYING EAST OF A LINE WHICH IS 100 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SOUTHPORT AVENUE, LYING NORTH OF A LINE WHICH IS 353 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTH WEST 1/4 OF SECTION 17 AND LYING SOUTHEASTERLY OF A LINE WHICH IS 100 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF BELLE PLAINE AVENUE, (EXCEPT THAT PART OF THE LAND DEDICATED FOR PUBLIC ALLEY BY PLAT RECORDED NOVEMBER 22, 1971 AS DOCUMENT 21719002), ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 4036 NORTH CLARK STREET
CHICAGO, IL 60614

P.I.N. #14-17-315-002-0000

9531 7362

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Property of Cook County Clerk's Office

2002-2006