

# UNOFFICIAL COPY

96819064

F	295	A
P		P
T	295	V
I		

DEPT-01 RECORDING \$29.50  
 T#0003 TRAN 8520 10/28/96 13:01:00  
 #8990 # LM #-96-819064  
 COOK COUNTY RECORDER

MAIL DOCUMENT TO:  
 AMALGAMATED BANK OF CHICAGO  
 ONE WEST MONROE  
 CHICAGO, IL. 60603

This EXTENSION AGREEMENT is made this 15th day of September, 19 96 by and between AMALGAMATED BANK OF CHICAGO, an Illinois banking corporation, the owner of the mortgage or trust deed hereinafter described, and Amalgamated Bank of Chicago, not individually, but as Trustee under Trust Agreement dated June 5, 1995 and known as Trust No. 5661, representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"), WITNESSETH

1. The parties hereby agree to extend the time of payment of the indebtedness evidence by the principal promissory note or notes of Owners dated June 15, 1995, secured by a mortgage in the nature of a mortgage recorded July 7, 1995, in the office of the Recorder of Deeds Cook County, Illinois in Book          at page          as document No. 95-436876 conveying to AMALGAMATED BANK OF CHICAGO, certain real estate in Cook County, Illinois described as follows:

This also extends the validity of Assignment of Leases and Rents dated June 15, 1995 and recorded July 7, 1995 as Document #95-438877 in Cook County, Illinois. Extension Agreement dated December 15, 1995 and recorded on February 6, 1996 as Document #96-097913 in Cook County, Illinois and Extension Agreement dated March 15, 1996 and recorded on April 23, 1996 as document #96-304097 in Cook County, Illinois and Extension Agreement dated June 15, 1996 and recorded on June 28, 1996 as Document #96-50132 in Cook County, Illinois.

SEE ATTACHED LEGAL DESCRIPTION EXHIBIT "A" MADE A PART HERETO.

96819064

2. The amount of principal remaining unpaid on the indebtedness \$ 935,000.00 (Nine hundred thirty five thousand dollars and no/100th         ).

3. Said remaining indebtedness of \$ 935,000.00 plus interest from this date on the balance of principal remaining from time to time unpaid at the simple annual rate of 8.50 per cent shall be paid in installments of principal and interest as follows: Interest Only Dollars (\$          Interest Only) on the 15th day of October 19 96, and A LIKE AMOUNT Dollars (\$ A LIKE AMOUNT) on the 15th day of each Month thereafter until said indebtedness is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 15th day of December, 19 96 and the Owner in consideration of such extension promises and agrees to pay the entire indebtedness secured by said mortgage or trust deed plus interest as and when therein provided, as hereby extended, and to pay interest after maturity or default at the rate of 14.0 per cent per annum; and to pay both principal and interest in the coin or currency provided for in the mortgage or trust deed hereinabove described, but if that cannot be done legally then in the most valuable legal tender of the United States of America current on the due date thereof, or the equivalent in the value of such legal tender in other United States currency, at such banking house or trust company in the City of Chicago as the holder or holders of the said principal note or notes may from time to time in writing appoint and in default of such appointment then at Amalgamated Bank of Chicago, One West Monroe Street, Chicago, Illinois 60603.

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 twenty days after written notice thereof, the entire principal sum secured by said mortgage or trust deed, together with the then accrued interest thereon, shall, without notice, at the option of the holder or holders of the said principal note or notes, become and be due and payable, in the same manner as if said extension has not been granted.



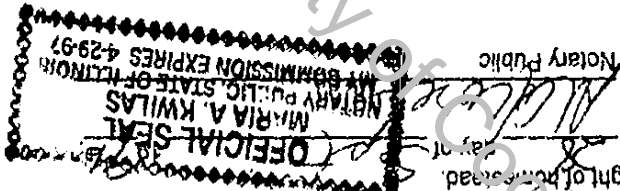
# UNOFFICIAL COPY

W/EXTAGREE

Notary Public

I, \_\_\_\_\_ a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ he \_\_\_\_\_ signed, sealed and delivered the said instrument as \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_



I, \_\_\_\_\_ a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ she \_\_\_\_\_ signed, sealed and delivered the said instrument as \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

By: \_\_\_\_\_  
 President  
 Attest: \_\_\_\_\_  
 Asst. Secretary

AMALGAMATED BANK OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 5, 1996 KNOW AS TRUST #5661

AMALGAMATED BANK OF CHICAGO

5. This Extension Agreement is supplementary to said mortgage or trust deed. All the provision thereof and of the principal note or notes, including the right to declare principal and accrued interest due for any cause specified in said mortgage or trust deed or notes, but not including any pre-payment privileges unless herein expressly provided for, shall remain in full force and effect except as herein expressly modified. The Owner agrees to perform all the covenants of the grantor or grantors in said mortgage or trust deed. The provisions of this Extension Agreement shall inure to the benefit of any holder of said principal note or notes and interest and shall bind 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, their liability hereunder shall be joint and several. IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this Extension Agreement the day and year first above written.

19061996

# UNOFFICIAL COPY

RIDER ATTACHED TO AND MADE A PART OF EXTENSION AGREEMENT

DATED September 15, 1996 UNDER TRUST NO. 5661

This Extension Agreement is executed by AMALGAMATED BANK OF CHICAGO, not personally, but solely as Trustee under Trust No. 5661 in the exercise of the power and authority conferred upon and vested in it as such Trustee and is payable only out of the property described in the Trust Deed or Mortgage given to secure payment hereof. It is expressly understood and agreed by each original and successive holder of the extension agreement that no personal liability shall be asserted or be enforceable against the promisor or any person interested beneficially or otherwise in said property specifically described in said Trust Deed or Mortgage given to secure payment hereof or in the property or funds at any time subject to said Trust Agreement, because or in respect of this extension agreement or in the making issue or transfer hereof, all such liability, if any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the guarantor hereof, if any, and each original and successive holder of this extension agreement accepts the same upon the express condition that no duty shall rest upon said AMALGAMATED BANK OF CHICAGO, either personally or as said Trustee, to sequester the rents, issue and profits arising from that sale or other disposition thereof, but in case of default in the payment of this and profits arising from that sale or other disposition thereof, but in case of default in the payment of this extension agreement or of any installment hereof, the sole remedy of the holder hereof shall be foreclosure of said Trust Deed or Mortgage given to secure the indebtedness evidenced by this extension agreement in accordance with the terms and provisions in said Trust Deed or Mortgage set forth, or by action to enforce their personal liability of the guarantor, if any, of the payment hereof, or both.

It is expressly understood and agreed by every person, firm, or corporation claiming any interest under this document that AMALGAMATED BANK OF CHICAGO, shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from or affecting the property, soil, water, vegetation, building, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Trustee which are based upon or in any way related to such hazardous materials including without limitations, attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event any conflict between the provisions of this exculpatory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern.

AMALGAMATED BANK OF CHICAGO, not personally but as Trustee under Trust No. 5661

Attest:  
By: [Signature]  
Vice President Trust Officer

By: [Signature]  
Senior Vice President

STATE OF ILLINOIS  
COUNTY OF COOK

\*\*\*\*\*  
"OFFICIAL SEAL"  
JANET A. NOAKES  
Notary Public, State of Illinois  
My Commission Expires 4/24/2000  
\*\*\*\*\*

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT Irving B. Polakow and Joan M. DiCosola

personally known to me to be the same persons whose names subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 25th day of October 19 96

My Commission Expires April 24, 2000 [Signature]  
Notary Public

96519061

UNOFFICIAL COPY

Property of Cook County Clerk's Office

96519061



UNOFFICIAL COPY

Property of Cook County Clerk's Office

**UNOFFICIAL COPY**

PARCEL 1:  
 THAT PART OF LOT 7 IN JOHN F. URE'S SUBDIVISION OF LOTS 1 TO 7, INCLUSIVE IN URE'S SUBDIVISION OF THAT PART OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE INDIAN BOUNDARY LINE AND EAST OF THE GREEN BAY ROAD DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT A POINT ON THE WESTERLY LINE OF LOT BEING THE EASTERLY LINE OF N. CLARK ST., A DISTANCE OF 78 FEET 8 1/2 INCHES SOUTHEASTERLY FROM THE NORTHWEST CORNER OF SAID LOT 7 (A) RUNNING THENCE DUE EAST ON A LINE PARALLEL WITH AND 75 FEET 0 INCHES SOUTH OF THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 130 FEET 0 INCHES (B), THENCE RUNNING SOUTHEASTERLY ON A LINE AT AN ANGLE OF 103'-14' WITH THE BOUNDARY LINE DESCRIBED IN CLAUSE (A), A DISTANCE OF 168 FEET 9-3/16 INCHES (C), RUNNING THENCE SOUTHWESTERLY ON A LINE AT RIGHT ANGLES WITH THE NORTH BOUNDARY ABOVE IN CLAUSE (B) DESCRIBED, A DISTANCE OF 70 FEET 2-3/16 INCHES (D), RUNNING THENCE DUE WEST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 7 TO THE WESTERLY LINE OF SAID LOT 7, BEING THE EAST LINE OF N. CLARK ST. (E), THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE OF SAID LOT 7, BEING EASTERLY LINE OF SAID N. CLARK ST. A DISTANCE OF 52 FEET 5 1/2 INCHES; (F) RUNNING DUE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 7 A DISTANCE OF 75 FEET 3-7/8 INCHES; (G) RUNNING THENCE NORTHEASTERLY A DISTANCE OF 42 FEET 11-3/16 INCHES TO A POINT ON A LINE PARALLEL WITH AN 30 FEET 0 INCHES WESTERLY FROM THE BOUNDARY LINE DESCRIBED IN CLAUSE (B); (H) RUNNING THENCE NORTHWESTERLY ALONG SAID LINE 30 FEET 0 INCHES WESTERLY OF AND PARALLEL WITH SAID BOUNDARY LINE DESCRIBED ABOVE IN CLAUSE (B), A DISTANCE OF 39 FEET 2-3/4 INCHES; (I) RUNNING THENCE NORTHWESTERLY A DISTANCE OF 30 FEET 1 1/4 INCHES TO A POINT IN A LINE PARALLEL WITH AND 100 FEET 0 INCHES SOUTH OF THE NORTH LINE OF LOT 7 (J) RUNNING THENCE DUE WEST ALONG SAID LINE PARALLEL WITH AND 100 FEET 0 INCHES SOUTH OF SAID NORTH LINE OF SAID LOT 7 TO THE WESTERLY LINE OF SAID LOT 7, BEING THE EASTERLY LINE OF N. CLARK ST. (MENTIONED BEFORE); (K) RUNNING NORTHWESTERLY ALONG SAID WESTERLY LINE OF SAID LOT 7, BEING THE EASTERLY LINE OF N. CLARK ST., TO THE PLACE OF BEGINNING.

PARCEL 2:

THAT PART OF LOT 7 IN URE'S SUBDIVISION OF LOTS 1 TO 7 INCLUSIVE IN URE'S SUBDIVISION OF THAT PART OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE INDIAN BOUNDARY LINE AND EAST OF GREEN BAY ROAD, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF LOT 7, 55.43 FEET SOUTHERLY OF THE NORTHWEST CORNER THEREOF: THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE WEST LINE 104.7 FEET; THENCE NORTHWESTERLY ON A LINE AT AN ANGLE 940-26' FROM LAST DESCRIBED LINE 79.45 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE 70.11 FEET TO A POINT 42.88 FEET EAST OF THE WESTERLY LINE OF SAID LOT 7; THENCE WEST 42.88 FEET ON A LINE PARALLEL TO THE NORTH LINE OF SAID LOT 7 TO THE WESTERLY LINE THEREOF; THENCE SOUTHEASTERLY ON SAID WEST LINE 97.52 FEET TO THE PLACE OF BEGINNING.

PARCEL 3:

THAT PART OF LOT 7 IN JOHN F. URE'S SUBDIVISION OF LOTS 1 TO 7 IN URE'S SUBDIVISION OF THAT PART OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE INDIAN BOUNDARY LINE AND EAST OF GREEN BAY ROAD, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF LOT 7, BEING THE SOUTH LINE OF HOWARD ST AT A POINT 208.86 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 7; THENCE SOUTH AT RIGHT ANGLES TO SAID NORTH LINE OF SAID LOT 7, 59.50 FEET; THENCE EAST ON A LINE PARALLEL TO THE NORTH LINE OF SAID LOT 7 49.20 FEET; THENCE SOUTHEASTERLY AT AN ANGLE OF 103'-14' TO THE SAID LAST DESCRIBED LINE, BEING ALONG THE EASTERLY FACE OF THE BRICK BUILDING ON SAID TRACT 211.95 FEET TO THE SOUTHEAST CORNER OF SAID BRICK BUILDING; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE, 104.98 FEET TO THE SOUTHWESTERLY CORNER OF SAID BRICK BUILDING; THENCE NORTHWESTERLY AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE, BEING ALONG THE WESTERLY FACE OF SAID BRICK BUILDING, TO A POINT 75.0 FEET SOUTH OF THE NORTH LINE OF SAID LOT 7 AND 130.0 FEET EAST OF THE WESTERLY LINE OF SAID LOT 7; THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF SAID LOT 7, 75.0 FEET TO A POINT ON THE NORTH LINE OF LOT 7, 153.86 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 7; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 7, 55.0 FEET TO THE PLACE OF BEGINNING

96819064

UNOFFICIAL COPY

Property of Cook County Clerk's Office