Cook County Recorder

51.00

CONTRINSENT IS BEING PLACED
COUNTY OF THE SUBJECT ONLY. NO DETAILED EXAMINATION HAS BEEN MADE AS TO ITS VALIDITY.

EXTENSION OF PROMISSORY NOTE, MORTGAGE AND ASSIGNMENT OF RENTS

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WHEREAS, PARK RIDGE COMMUNITY BANK ("Mortgagee"), has loaned to George C. Yest Company, Inc. and Kenneth P. Yost and Elizabeth L. Yost Individually (collectively, the "Borrower)" the sum of One Hundred Seventy Two Thousand Five Hundred Twenty Four Dollars & 68/cts. (\$172,524,68.00), (the "Loan") as evidenced by a Promissory Note dated August 21, 1995 (the "Note"), and secured by a Mortgage dated August 21, 1995 and an Assignment of Rents dated August 21, 1995, recorded in the office of the Cook County Recorder, Illinois, as Document Numbers 95-577539 and 95-577540 respectively. Said Promissory Note and Mcrigage were modified pursuant to a Modification of Mortgage agreement dated October 17, 1996 and recorded as Document Number 9-818148. Said Mortgage, Assignment of Rents, and Modification of Mortgage are respectively called the "Collateral Documents". The "Collateral Documents" cover the following described premises:

THAT PART OF LOT 19 IN BLOCK 6 LYING SOUTH OF A SIPAIGHT LINE EXTENDING THROUGH A POINT IN THE WESTERLY LINE OF SAID LOT 19, WHICH POINT IS 2 FEET SOUTHERLY OF THE NORTH WEST CORNER OF SAID LOT 19, AND EXTENDING THROUGH POINT IN THE SOUTHERLY LINE OF SAID LOT 19, WHICH POINT IS 110 FLIT AND 3 INCHES WESTERLY OF THE SOUTH EAST CORNER OF SAID LOT 19, ALSO LOTS 20 TO 29, INCLUSIVE IN BLOCK 6 IN RESUBDIVISION OF LOTS 10 TO 19 INCLUSIVE, IN BLOCK 5 AND SLOCK 6 OF FOOTE AND LOCKWOOD'S SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THE EAST HALF OF VACATED ALLEY LYING WEST OF AND ADJOINING SAID LCTC 19 TO 22 BOTH INCLUSIVE AND THE NORTH HALF OF VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOTS 22 AND 23 AND THE SOUTH HALF OF VACATED ALLEY LYING NORTH OF AND ADJOINING SAID LOTS 24 TO 28.

COMMON ADDRESS: 2 W. Talcott Road, Park Ridge, IL. 60068.

PERMANENT TAX NUMBERS: 1

Kle. L. Y.

12-01-104-075-0000

12-01-104-048-0000

12-01-104-049-0000

12-01-104-050-0000

12-01-104-051-0000

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WHEREAS, the Borrower has requested, and Bank has agreed to an extension of the maturity of the terms and conditions of the aforesaid loan,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties hereto agree as follows:

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- 1. The unpaid balance of the Note is currently ONE HUNDRED FORTY NINE THOUSAND ONE HUNDRED THREE DOLLARS & 63/CTS. (\$149,103.63)
- 2. The maturity of the Note is hereby extended from August 21, 1997 to August 21, 1999.
- 3. All other terms and conditions of the Note and the aforesaid Collateral Documents are hereby incorporated by reference herein and in all respects the Note and Collateral Documents, and other documents executed pursuant to the Loan, except as hereby modified, shall remain unchanged and continue in full force and effect.
- 4. Borrower represents and warrants that (a) there has been no default under the Note, Collateral Documents or any other Loan document, nor has there been an event, which is continuing, which might mature into a default; (b) there has been no adverse change in the financial condition of the Borrower, or any of them, or any other person(s) or entity(s) that are obligated on the Loan, whether directly of indirectly, absolutely or contingently, jointly or severally, or jointly and severally; and (c) there has been no diminution in the value of the mortgaged property or any other property securing the Loan.
- 5. Borrower, by execution of this Agreement, hereby reaffirms, assumes and agrees to be bound by all of the obligations, duties, rights, representations, warranties, covenants, terms and conditions that are contained in the Note and the Collateral Documents.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Agreement as of the 21st day of August 1997.

George, C. Yost Company, Inc.
By: Kenneth P. Yosk, President
By: Elisabeth L. Yost
Elizabeth L. Yost
Kenneth P. Yost, Individually
Elizabeth L. Yost, Individually
211245561. 2. 1050, 27.411.444417

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PARK RIDGE COMMUNITY BANK
By: there ?! letter
Thomas E. Carter, Vice President
Attest: Timet / - logue
Timothy J. Coyne, Assistant Vice President
initialsinitials
STATE OF TLLINOIS)) SS.
COUNTY OF COOK)
I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Kenneth P. Yost and Elizabeth L. Yost, personally known to me to be the President and Secretary respectively of George C. Yost Company, Inc. an Illinois corporation, and personally known to me to be the same person(s) whose name is subscribed to foregoing instrument, appeared before me this day in person and (severally) acknowledged that as such officer, he/they signed and delivered that said instrument of said corporation and caused the corporate seal of said corporation to be affixed thereto, (or stated that none was available) pursuant to the authority given by the Board of Directors of said corporation, as his/their free and voluntary act and deed of said corporation, for the uses and purposes therein set forth. Given under my hand and Notary Seal this 2/2 day of August,
1997.
Notary Public "OFTICIAL SEAL" Notary Public Thomas F Carter Notary Public, State of Illinois Seat Commission Expires US/29/99 Seat
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 Kenneth P. Yost and Elizabeth L. Yost and personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged
that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set

forth.

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UNOFFICIAL COPY 678290 Page 4 of 4

Given under my hand and Notary Seal this 2/2 day of August,
1997.
Alam E laster
Notary Public
initials initials
STATE OF ILLINOIS)
COUNTY OF COOK) I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Thomas E. Carter, personally known to me to be the Vice President of PARK RIDGE COMMUNITY BANK, an Illinois banking corporation, and Timothy J. Cone personally known to me to be the Assistant Vice President of said banking corporation, and personally known to me to be the same persons whose names are subscribed to foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers, they signed and delivered that said instrument of said banking corporation and caused the corporate seal of said banking corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said banking corporation, as their free and voluntary act, and as the free and voluntary act and deed of said banking corporation, for the uses and purposes therein set forth. Given under my hand and Notary Seal this Arion day of August, 1997.
Apolona Installate "CIFICIAL SEAL"
Notary Public APCIONIA JECTICAL PESTE NOTAR PUBLIC, STATE OF HUNDE
My Commission Expires 05/16/98

Office

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