

Cook Co - all

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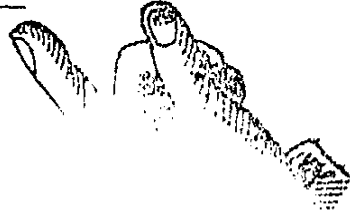
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DEPT-01 RECORDING 125.50  
T45555 TRAN 8310 10/21/97 15:25:00  
46110 + VF # -97-783881  
COOK COUNTY RECORDER

## EXTENSION AGREEMENT

THIS EXTENSION AGREEMENT, made as of the 30th day of June, 1997, by and between HARRIS TRUST AND SAVINGS BANK ("Lender"), the owner and holder of the Note hereinafter described, and David H. Nelson and Mary Jane Nelson of 1448 Lake Shore Drive, Unit 17-C, Chicago, Illinois, maker of said Note ("Borrower and Assignor"), WITNESSETH:

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the Note and Security Agreement dated December 30, 1988, in the original amount of \$155,000.00 (the "Note"), secured by an Assignment of Lease dated December 30, 1988 (the "Assignment") and recorded on January 1, 1994, with the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 94-099446, as extended by that certain Extension Agreement dated December 30, 1993, and recorded on January 21, 1994, in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 94-063425, as extended by that certain Extension Agreement dated June 10, 1995, and recorded on August 7, 1995, in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 95-50760, and as further extended by that certain Extension Agreement dated June 30, 1996, and recorded on August 7, 1996, in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 96-603247, conveying to HARRIS TRUST AND SAVINGS BANK all right, title and interest of the Assignor in, under or pursuant to that certain Indenture of Proprietary Lease dated October 10, 1944 executed by and between 1448 Lake Shore Drive Building Corporation (the "Lessor") and Edward D. McDougal and Katherine B. McDougal and recorded in the Office of the Cook County Recorder, including all amendments and supplements to and renewals thereof (hereinafter referred to collectively as the "Lease") and Pledge of 219 Shares of Capital Stock in 1448 Lake Shore Drive Building Corporation relating to that certain real estate situated in the County of Cook, State of Illinois and more particularly described as follows:

LOT 20 (EXCEPT THE SOUTH 20 FEET THEREOF) ALL OF LOTS 21 AND 22 IN POTTER PALMER'S RESUBDIVISION OF LOTS 1 THROUGH 22, INCLUSIVE, IN BLOCK 4 IN CATHOLIC BISHOP OF CHICAGO'S LAKE SHORE DRIVE ADDITION, BEING A SUBDIVISION OF THE NORTH 18.85 CHAINS OF FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PERMANENT INDEX NUMBER: 17-03-103-021

This instrument prepared by and after recording return to:  
Laure A. Pietro, Harris Trust and Savings Bank, 111 West Monroe Street, Chicago, IL 60603

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*Handwritten mark*

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COMMON ADDRESS: 1448 Lake Shore Drive, Chicago, IL 60610

2. The amount remaining unpaid on the Note is \$5,000.00
3. Said remaining indebtedness shall be paid on or before June 30, 1998 (the "extended maturity date") and the Borrower in consideration of such extension promises and agrees to pay the entire indebtedness secured by said Assignment of Lease as and when therein provided, as hereby extended, and to pay interest thereon until maturity as hereby extended at the rate provided in said Note.
4. If any part of said indebtedness or interest thereon be not paid at the extended maturity date, or if default in the performance of any other covenant of the Borrower shall occur under the Assignment of Lease, or if any other default shall occur under the Note or Assignment of Lease, the entire principal sum secured by said Assignment of Lease, together with the then accrued interest thereon, shall, without notice, at the option of the holder or holders of the Note, 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 Assignment of Lease. All the provisions thereof and of the Note, including the right to declare principal and accrued interest due for any cause specified in said Assignment of Lease or Note, shall remain in full force and effect except as herein expressly modified, it being the express intent of the parties that the indebtedness heretofore described is not discharged but merely extended pursuant to the terms of this agreement. The provisions of this agreement shall inure to the benefit of any holder of said Note and shall bind the heirs, personal representatives and assigns of the Borrower. The Borrower hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws with respect to said real estate. If the Borrower consists of two or more persons, their liability hereunder shall be joint and several.

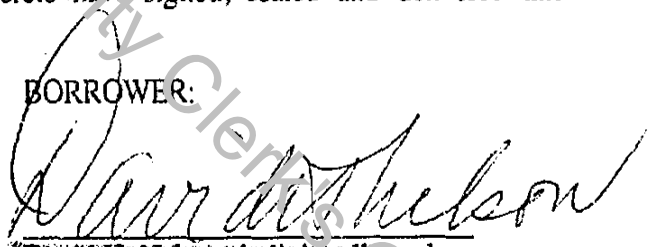
IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this agreement the day and year first above written.

HARRIS TRUST AND SAVINGS BANK

By:

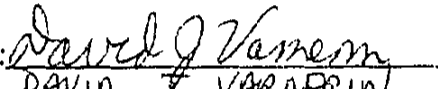
  
Joseph L. McVicker  
Its: Vice President

BORROWER:

  
David H. Nelson, individually and as  
Executor of the Estate of Mary Jane Nelson

ATTEST:

By:

  
DAVID J. VARNERIN  
Its: Vice President

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STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

I, Edward C Lauer a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT David H. Nelson 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 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 right of homestead.

GIVEN under my hand and notarial seal this 19th day of September, 1997.

Edward C Lauer  
Notary Public

Property of Cook County  
"OFFICIAL SEAL"  
Edward C. Lauer  
Notary Public, State of Illinois  
My Commission Expires 10/25/98

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

I, Edward C Lauer, a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Joseph L. McVicker Vice President of HARRIS TRUST AND SAVINGS BANK and David S Vannerin Vice President of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 Corporation, for the uses and purposes therein set forth; and the said Joseph L McVicker & David S Vannerin then and there acknowledged that, as custodian on the corporate seal of said Corporation, she/he did affix said corporate seal to said instrument as her/his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of September, 1997.

Edward C Lauer  
Notary Public

"OFFICIAL SEAL"  
Edward C. Lauer  
Notary Public, State of Illinois  
My Commission Expires 10/25/98

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