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Cook County Recorder 29



### AGREEMENT FOR EXTENSION OF A COMMERCIAL MORTGAGE

This Agreement for Extension of a Commercial Mortgage ("Agreement") is entered into on this 9th day of JULY, 1997, by and between VINCENT J. OUINN III AND SALLY A. OUINN, HUSBAND AND WIFE ("Mortgager") and FIRST NATIONAL BANK OF EVERGREEN PARK ("Mortgagee").

WHEREAS, to secure payment of a Note, dated JULY 9. 1996 AND RENEWED CN JULY 9. 1997, in the original principal sum of THIRTY THOUSAND and No/100ths Dollars (\$ 30.000.00) ("Note"), the Mortgager executed and delivered to the Mortgagee a Commercial Mortgage ("Mortgage") dated JULY 9. 1996 and recorded on JULY 18. 1996 as Document No. 96549315, in the office of the Recorder of COCK County, Illinois with respect to the following described property ("Premises"):

See Exhibit "A", attached hereto and made a part hereof, for legal description

AND WHEREAS, the Mortgagor has requested that the Mortgagee modify the terms of the Mortgage to extend the time for payment of the Note and all indebtedness secured by the Mortgage on the terms and conditions as set forth below, and the Mortgagee has consented to said modifications;

AND WHEREAS, as of <u>JULY 9, 1997</u>, advances totaling <u>\$30,000.00</u> have been made under the Note pursuant to a separate Line of Credit Agreement;

NOW, THEREFORE, at the request of the Mortgagor and in consideration of the mutual promises contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged each to the other, the Mortgagor and the Mortgagee agree as follows:

THIS INSTRUMENT WAS PREPARED BY:

FIRST NATIONAL BANK OF EVERGREEN PARK 4900 West 95th Street Cak Lawn, Illinois 60453 AFTER RECORDATION, RETURN TO

FIRST NATIONAL BANK OF EVERGREEN PARK 4900 West 95th Street Oak Lawn, Illinois 60453

BOX 333-CTI

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- 1. The maturity date of <u>JULY 9. 1997</u>, as set forth in the Mortgage is hereby extended to <u>JULY 9. 1998</u>. Principal and interest payments shall be payable as set forth in the Note (as renewed by a separate agreement of even date herewith); except that any remaining indebtedness, if not sooner paid, shall be due and payable on <u>JULY 9. 1998</u>.
- 2. The Mortgagor hereby reaffirms its existing obligation to, and specifically covenants and agrees to, (i) pay the balance of its indebtedness under the Note and the Mortgage (as modified hereby) and (ii) perform the covenants and agreements contained in the Note and the Mortgage (as modified hereby).
- 3. The Mortgagor covenants, represents, warrants and agrees that (i) the lien of the Mortgage is a valid and subsisting <u>SECOND</u> lien on the Premises and (ii) it has no defenses or offsets to the Note or the Mortgage.
- 4. The indebtedness evidenced by the Note is and shall continue to be secured by the Mortgage. If the terms and provisions of this Agreement in any way conflict with those contained within the Note or Mortgage, the terms and provisions of this Agreement shall be controlling. However, the terms, provisions, conditions, covenants, warranties, representations and agreements contained within the Note, the Mortgage (other than as modified hereby), and/or within any other documents executed by the Mortgagor in connection with said Note and Mortgage, including, but not limited to, the release and waiver of homestead rights, shall remain in full force and effect and in no way are modified, impaired, altered, waived, varied or affected by the terms of this Agreement
- As additional consideration for this Agreement, the Mortgagor hereby releases and forever discharges the Mortgagee, its agents, servants, employees, directors, dificers, attorneys, successors and assigns from and against any and all damage(s), loss(es), claim(s), demand(s), liability(ies), obligation(s), action(s) and cause(s) of action of whatever kind or nature, direct or indirect, known or unknown, which the Mortgajor may now have, may claim to have or may have in the future concerning, arising out of, associated with, related to or in any way founded upon the Note, Mortgage (as modified within this Agreement) and/or any or all other documents executed in connection with any of the foregoing documents; and without limiting the foregoing, the Mortgagor hereby releases and forever discharges, as aforesaid, the Mortgagee, its agents, servants, employees, directors, officers, attorneys, successors and assigns from and against any and all such damage(s), loss(es), claim(s), demand(s), liability(ies), obligation(s), action(s) and cause(s) of action of any kind or nature suffered or sustained by the Mortgagor prior to the execution of this Agreement. The Mortgagor further acknowledges and agrees that the foregoing release and discharge constitute binding contractual agreements, are not mere recitals and shall survive the payment in full by the Mortgagor of the amounts owed under the Note and the Mortgage

and the subsequent cancellation and release of said Note and Mortgage.

- The Mortgagor acknowledges and agrees that it (i) has thoroughly read and reviewed, (ii) is familiar with, (iii) understands and (iv) unconditionally has consented to the terms and provisions of this Agreement. Further, the Mortgagor acknowledges and agrees that its execution of this Agreement is a free and voluntary act, with full knowledge and authority, and without duress, and that it has had the opportunity to obtain the advice of counsel of its own selection with regard to the execution of this Agreement.
- 7. This Agreement (i) contains the entire agreement and all of the representations of the parties regarding the modification of the Mortgage and supersedes all prior agreements, whether written or oral, between the parties regarding the same subject and (ii) may only be changed or terminated by separate written agreement(s). Further, the covenants, agreements, acknowledgments, warranties, representations, releases and discharges contained within this Agreement shall be binding upon and inure to the behafit of the Mortgagor, the Mortgagee and their respective successors, assigns, personal representatives and heirs, as well as all subsequent holders of the Mortgage and all subsequent owners, torints and sub-tenants of the Premises.
- This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois; further, as used herein the word "Mortgagor" shall be construed to include both the singular and the plural of said word and the corresponding grammatical changes shall be assumed in each case as though fully expressed.

IN WITNESS WHEREOF, the Mortgagee and the Mortgagor have executed this Agreement for Extension of a Commercial Mortgage on the date set forth above.

#### Mortgagor:

VINCENT J. QUINN III AND SALLY A. QUINN

Mortgagee:

FIRST NATIONAL BANK OF EVERGREEN PARK

#55665-44416

### **UNOFFICIAL COPY**

98968898

#### EXHIBIT "A"

Attached to and made a Part of the Agreement for Extension of a Commercial Mortgage dated <u>JULY 9. 1997</u> between <u>VINCENT J.</u> OUINN III AND SALLY A. OUINN and First National Bank of Evergreen Park.

LOT 3 IN BLOCK 1 IN BRIGGS AND WIEGEL'S CRAWFORD GARDENS 4TH ADDITION SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 29, 1938 AS DOCUMENT 12204057 IN COOK COUNTY, ILLINOIS.

Th. 220405.

ODE TO OF COOK COUNTY CLERK'S OFFICE Permanent Index Number: 24-11-129-016-0000 Property Address: 9814 SOUTH LAWNDALE EVERGREEN PARK, IL 60805

# UNOFFICIAL COPY 98968898

STATE OF ILLINOIS)	
COUNTY OF COOK )	
COUNTY OF COOK /	
I, the undersigned, a Notary Public state aforesaid, DO HEREBY CERTIFY	
AND SALLY A. OUINN , personally	known to me to be the same
person(s) whose name(s) is/are subsinstrument, appeared before me this	scribed to the foregoing
acknowledged that he/she/they signs	
instrument as his/her/their free ar	nd voluntary act, for the uses
and purposes therein set forth, inc	cluding the release and waiver
of right of homestead.	
6	
Given under my hand and notarial see 1997.	eal, this <u>9TH</u> day of <u>JULY</u> ,
C/X,	"OFFICIAL SEAL"
9	THERESA J SMITH }
CVI OF A	NOTARY PUBLIC, STATE OF ILLINOIS S MY COMMISSION EXPIRES 9/14/99
Meresa Jonut in	2
Notary Public	My commission expires
0/	
STATE OF ILLINOIS )	
3.ALE OF INDINOIS /	
) SS.	),
COUNTY OF COOK ) SS.	2/2
COUNTY OF COOK )  I, the undersigned, a Notary Public	e in and for said County, in
COUNTY OF COOK )	TIFY THAT
COUNTY OF COOK )  I, the undersigned, a Notary Public	TIFY THAT and
I, the undersigned, a Notary Public the State aforesaid, DO HEREBY CERT DAVID J. VEURINK  GAYLORD R. NOVAK personally known by me to be the	VICE PRESIDENT
I, the undersigned, a Notary Public the State aforesaid, DO HEREBY CERT DAVID J. VEURINK  GAYLORD R. NOVAK  personally known by me to be theand	VICE PRESIDENT VICE PRESIDENT
I, the undersigned, a Notary Public the State aforesaid, DO HEREBY CERT DAVID J. VEURINK  GAYLORD R. NOVAK  personally known by me to be the and respective.	VICE PRESIDENT VICE PRESIDENT Vely, of First National Bank of
I, the undersigned, a Notary Public the State aforesaid, DO HEREBY CERT DAVID J. VEURINK  GAYLORD R. NOVAK  personally known by me to be the and respective Evergreen Park, in whose name the ahas been executed, appeared before	VICE PRESIDENT VICE PRESIDENT Vely, of First National Bank of above and foregoing Justrument me this day in person and
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