

GEORGE E. COLE  
LEGAL FORMS

No. 1090  
November 1994

EXTENSION AGREEMENT  
(ILLINOIS)

71-94-3515/20

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THIS AGREEMENT, made this 18th day of December, 1997,

by and between First Bank of Highland Park F/K/A

Bank of Highland Park

the owner of the mortgage or trust deed hereinafter described, and

BABCO, Inc. F/K/A Ben A. Eorenstein and Company,

a Corporation of West Virginia

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 evidenced by the principal promissory note or notes of

BABCO, Inc. F/K/A Ben A. Eorenstein and Company,

a Corporation of West Virginia

dated February 22, 1988, secured by a mortgage

or trust deed in the nature of a mortgage registered/re-ordered

March 8, 1988, in the office of the Registrar

of Titles/Recorder of Cook County, Illinois,

in \_\_\_\_\_ of \_\_\_\_\_ at page \_\_\_\_\_ as document No. LR3691973, LR3691974

conveying to First Bank of Highland Park F/K/A Bank of Highland Park

certain real estate in Cook County, Illinois described as follows:

See legal description which is attached hereto and made a part hereof.

Permanent Real Estate Index Number(s): 10-25-220-160-0000

Address(es) of real estate: 1723 W. Howard Street, Evanston, IL 60202

2. The amount remaining unpaid on the indebtedness is \$ 284,968.29

3. Said remaining indebtedness of \$ 284,968.29 shall be paid on or before December 18, 2002

and the Owner in consideration of such extension promises and agrees to pay the principal sum secured by said mortgage or trust deed as and when therein provided, as hereby extended, and to pay interest thereon until December 18, 2002,

at the rate of 8.5 per cent per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of 8.5 per cent per annum, and interest after maturity at the rate of 11.5 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 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

First Bank of Highland Park 1835 First Street

Highland Park, IL

60035

BOX 333-CTI

Above Space for Recorder's Use Only

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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 said principal note or notes, 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 mortgage or trust deed. All the provisions 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 prepayment 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 agreement shall inure to the benefit of any holder of said principal note or notes and interest notes and shall bind the 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 agreement the day and year first above written.

FIRST BANK OF HIGHLAND PARK  
Randy Green (SEAL)  
Randy Green President

BABCO CONSTRUCTION, INC.  
Paul Goldman (SEAL)  
Paul Goldman Chairman of the Board

William Deutsch Jr.  
William Deutsch Jr. Vice President

Jason Sharps (SEAL)  
Jason Sharps Secretary/Treasurer

This instrument was prepared by C. Levey 1835 First Street Highland Park, IL 60035  
(Name and Address)

COOK COUNTY CLERK'S OFFICE

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STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ } ss.

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 official seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ } ss.

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 official seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

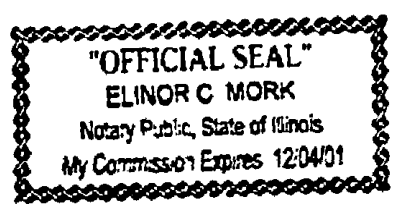
Notary Public

STATE OF Illinois  
COUNTY OF Lake } ss.

I, Elinor C. Mork  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

Randy L. Green, President of FIRST BANK OF HIGHLAND PARK, and William Deutsch, Jr., Assistant Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Asst. Sec'y, 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 Assistant Secretary then and there acknowledged that, as custodian of the corporate seal of said Corporation, he did affix said corporate seal to said instrument as 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 official seal this 21st day of January 1998.



*Elinor C. Mork*  
Notary Public

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Box \_\_\_\_\_

**EXTENSION AGREEMENT**

WITH

MAIL TO:

**GEORGE E. COLE®  
LEGAL FORMS**

Property of Cook County Clerk's Office

**LEGAL DESCRIPTION**  
for the property commonly known as  
1723 West Howard Street  
Evanston, Illinois 60202

The West 5 feet of Lot 30, all of Lot 31, all of Lot 32, the East 15 feet of Lot 33 in Tennes' subdivision in the South West  $\frac{1}{4}$  of the North East  $\frac{1}{4}$  of Section 25, Township 41 North, Range 13 East of the Third Principal Meridian, described as follows:

The East  $\frac{1}{2}$  of the West 11.976 chains of the South 8.35 chains of the North East  $\frac{1}{4}$  of Section 25, Township 41 North, Range 13 East of the Third Principal Meridian, also a strip of land lying North of the North line of the above described tract and South of the South line of First Addition to Arthur Dunas Howard Avenue Subdivision as laid out and occupied; also a strip of land lying East of the East line of West 11.976 chains and South of the South line of First Addition to Arthur Dunas Howard Avenue subdivision and West of the West line of Engel's Addition to Evanston as laid out and occupied, in Cook County, Illinois

PIN # 10-25-220-160-0000

CLERK OF COOK COUNTY Clerk's Office

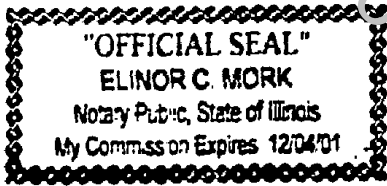
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Property of Cook County Clerk's Office

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF LAKE )

I, Elinor C. Mork, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Paul Goldman, Chairman of, the Board President of Babco Construction, Inc., and Jason Sharps, Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Chairman of the Board and Secretary, 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 Secretary then and there acknowledged that, as custodian of the corporation seal of said Corporation, he did affix said corporate seal to said instrument as 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 official seal this 21st day of January, 1998.



Elinor C. Mork  
Notary Public

COOK County Clerk's Office

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