

GEORGE E. COLE
LEGAL FORMS

No. 1090
November 1994

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Cook County Recorder 27.00

EXTENSION AGREEMENT

71-54-35 (ILLINOIS) JTB ACC

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THIS AGREEMENT, made this 18 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 Construction, Inc., f/k/a Ben A. Boranstein & 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 Construction, Inc. f/k/a Ben A. Boranstein & Company, a Corporation of West Virginia.

dated February 22, 1988 secured by a mortgage or trust deed in the nature of a mortgage registered/received

March 8, 1988, in the office of the Registrar of Titles/Recorder of Cook County, Illinois,

in _____ of _____ at page _____ as document No. LR2691973, 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 make a part hereof.

Above Space for Recorder's Use Only

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 \$ 248,968.29

3. Said remaining indebtedness of \$ 248,968.29 shall be paid on or before

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, ~~19~~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, Illinois 60035

Mail to: A-111: Caryn Leven

BOX 333-CTI

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 BABCO Construction, Inc.

X [Signature] (SEAL)
By: Randy Green, President

X [Signature] (SEAL)
By: Paul Goldman, Chairman of the Board

X [Signature]
By: William Deutsch, Jr., Vice President

X [Signature] (SEAL)
By: Jason Sharpe, Secretary/Treasurer

This instrument was prepared by Caryn Leyer, 1835 First Street, Highland Park, IL 60035
(Name and Address)

Cook County Clerk's Office

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____

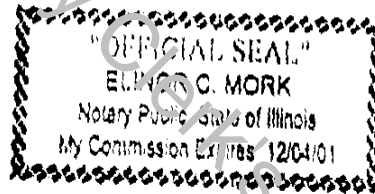
Notary Public

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 Rind Green
President of FIRST BANK OF HIGHLAND PARK
and William Deutsch, Jr., 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 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 Vice President 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 18th day of December 1997.

Elinor C. Mork
Notary Public

UNOFFICIAL COPY

BOX _____

EXTENSION AGREEMENT

WITH

MAIL TO:

GEORGE E. COLE,
LEGAL FORMS

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
COUNTY OF LAKE)

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

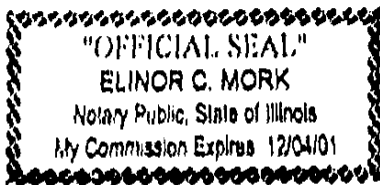
Paul Goldman personally known to me to be the Chairman of the Board

~~President~~ of BABCO Construction, Inc., a Corporation of West Virginia
~~Banking Corporation~~, and Jason Sharp personally known to

me to be the Treasurer/ Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Chairman of the Board

~~XXXXXXXXXXXXXXXX~~ and Treasurer/ Secretary, they signed and delivered the said instrument as Chairman/ President and Treasurer/ Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18th day of December, 19 97.



Elinor C. Mork
Notary Public

My Commission Expires: _____

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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

Cook County Clerk's Office

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