

# UNOFFICIAL COPY

## EXTENSION OF PROMISSORY NOTE AND MORTGAGE

STATE OF ILLINOIS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COOK §

LASALLE NATIONAL BANK, a national banking association, not personally but as Trustee under the provisions of a deed or deeds in trust recorded and delivered to said Trustee pursuant to provisions of Trust Agreement dated August 27, 1986 and known as Trust No. 111507 (hereinafter called "Mortgagor"), and SAN ANTONIO SAVINGS ASSOCIATION, a Texas-chartered mutual savings and loan association (hereinafter called "Mortgagee") have agreed as follows:

1. Mortgagor is legally obligated to pay the indebtedness evidenced by that certain Promissory Note in the original principal amount of TWO MILLION NINE HUNDRED SEVENTEEN THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$2,917,600.00), dated September 5, 1986, payable to the order of Mortgagee (the "Note"), which is secured by a Mortgage with Assignment of Rents of even date therewith (the "Mortgage") duly recorded in Cook County, Illinois, on September 9, 1986 as Document No. 86403003 and filed on September 9, 1986 as Document No. LR-3547624 against the following described property (the "Property"):

### Part I:

The real property more particularly described in an instrument attached hereto, made a part hereof and marked for identification as Exhibit "A".

### Part II:

Those items more particularly set forth in an instrument attached hereto, made a part hereof and marked for identification as Exhibit "B".

2. Mortgagor now desires and has requested Mortgagee to extend the maturity date of the Note and rearrange the time or manner of payment of said Note and to extend and carry forward the liens on said Property.

3. The Mortgagee, in consideration of the premises and at the request of the Mortgagor has agreed to extend the maturity date of the Note and rearrange the time of payment of said Note as hereinafter provided.

Now, THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00), the receipt of which is hereby acknowledged and the mutual promises contained herein, the Mortgagor and the Mortgagee agree to the extension of the maturity date of the Note to December 8, 1987 and rearrangement of the time of payment of said Note as hereinafter set forth:

4. The Mortgagor hereby renews said Note and indebtedness evidenced thereby and promises to pay to the order of Mortgagee at its offices in the City of San Antonio, Bexar County, Texas, the sum of TWO MILLION NINE HUNDRED SEVENTEEN THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$2,917,600.00) (being the present unpaid principal balance of said Note), together with interest from date hereof at the lesser of (i) the highest non-usurious rate permitted by applicable law, or (ii) a rate set and determined from date to date equal to the sum of the Prime Rate as announced by RepublicBank, N.A., Dallas, Texas plus two percent (2%), such interest rate to change automatically from day to day as such Prime Rate changes until the principal is repaid. Notwithstanding

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the above, the interest charged on the unpaid principal balance hereof from time to time outstanding shall never be less than ten percent (10%) per annum. Matured, unpaid principal and interest shall bear interest from date of maturity, as extended herein, until paid. The interest of said Note shall be due and payable in monthly installments, as it accrues, on the first day of each and every calendar month, beginning on April 1, 1987 and continuing regularly and monthly thereafter until said sum is paid in full. The principal of said Note and all unpaid and accrued interest thereon shall be due and payable on or before December 8, 1987.

5. The Mortgagor hereby extends the Liens on said Property until the Note is renewed and extended herein, has been fully paid, and agrees that such extension or rearrangement shall in no manner effect or impair said Note or the lien securing the same and that said liens shall not in any manner be waived, the purpose of this instrument being simply to extend the maturity date of the Note and rearrange the time of payment of said Note and indebtedness and to carry forward all liens securing the same which are acknowledged by the Mortgagor to be valid and subsisting, and the Mortgagor further agrees that all terms and provisions of said original Note, Mortgage and of the instrument or instrument evidencing the Note shall be and remain in full force and effect as therein written, except as otherwise expressly provided herein.

6. The Guarantors of the Note hereby consent to this Extension of Promissory Note and Mortgage and hereby guarantee to Mortgagee, or any other holder of the Note, the prompt payment of the Note as modified and extended herein, subject to the terms and conditions of those certain guaranties dated September 5, 1986 (the "Guaranties"). Guarantors agree that the Guaranties shall be and remain in full force and effect as therein written.

7. This Extension of Promissory Note and Mortgage is executed by LASALLE NATIONAL BANK, not personally but as trustee under Trust No. 111507 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LASALLE NATIONAL BANK hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing contained herein or in the Note, or in any other instrument given to evidence the indebtedness shall be construed as creating any liability on the part of said Mortgagor, or on said LASALLE NATIONAL BANK personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing under the Mortgage or to perform any covenant, either express or implied, contained in an instrument evidencing the indebtedness, all such liability, if any, being hereby expressly waived by the Mortgagee, the legal owners or holders of the Note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the Mortgagor and said LASALLE NATIONAL BANK personally are concerned, the legal holders of the Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the lien created in the Mortgage as herein extended and in said Note provided or by action to enforce the personal liability of the Guarantor or Guarantors, if any.

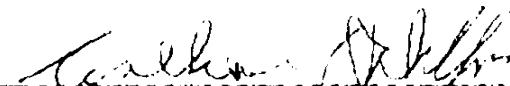
EXECUTED effective the 8th day of March, 1987.


"MORTGAGOR"

LASALLE NATIONAL BANK, as Trustee  
as aforesaid and not personally.

(SEAL)

ATTEST:

  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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## "GUARANTORS"

(SEAL)

BY: Hal Pettigrew  
Hal Pettigrew

BY: W. Garrett Wesp  
W. Garrett Wesp

## "MORTGAGEE"

SAN ANTONIO SAVINGS ASSOCIATION

(SEAL)

This instrument prepared  
by Felice G. Sieffert  
Sawtelle, Bonde, Davidson &  
Troilo  
613 N.W. Loop 410, Suite 1000  
San Antonio, Texas 78216

BY: [Signature]  
Name: [Signature]  
Title: [Signature]

STATE OF ILLINOIS §  
COUNTY OF COOK §

The foregoing instrument was acknowledged before me this  
day of August, 1987 by Hal Pettigrew and  
W. Garrett Wesp, the GUARANTORS and  
W. Garrett Wesp of LASALLE NATIONAL BANK, a national  
banking association, as Trustee as aforesaid, on behalf of LASALLE  
NATIONAL BANK for the uses and purposes thereon set forth.

My Commission Expires:  
5 23 88

[Signature]  
Notary Public, State of Illinois

Notary's Printed Name

STATE OF TEXAS §  
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this  
day of August, 1987 by HAL PETTIGREW.

My Commission Expires:  
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[Signature]  
Notary Public, State of

Notary's Printed Name



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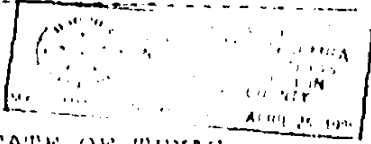
STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of August, 1987 by GARRETT WESP.

My Commission Expires: \_\_\_\_\_

George M. [Signature]  
Notary Public, State of \_\_\_\_\_



Notary's Printed Name \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF DEXAR §

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of August, 1987 by [Signature] of SAN ANTONIO SAVINGS ASSOCIATION, a Texas-chartered mutual savings and loan association, on behalf of SAN ANTONIO SAVINGS ASSOCIATION for the uses and purposes thereon set forth.

My Commission Expires: \_\_\_\_\_

[Signature]  
Notary Public, State of Texas

[Signature]  
Notary's Printed Name \_\_\_\_\_

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EXHIBIT "A"  
(Page 1 of 2 Pages)

## PARCEL 1:

All of Lots 1 to 6 in the Resubdivision of the East half (E-1/2) of the Southeast quarter (SE-1/4) of Section 19, Township 37 North Range 14 East of the Third Principal Meridian (except right-of-way of Chicago, Rock Island and Pacific Railroad Company) except that part lying Easterly of the following described line; Beginning in the South line of Lot 6 aforesaid, 352 feet West of the East line of said Quarter Section, (as measured in said South line); thence Northeasterly to a point, 58 feet North of and 332 feet West of the Southeast corner of said Southeast Quarter (as measured North in the East line thereof and at right angles thereto); thence North parallel with the East line of said Quarter Section a distance of 421.62 feet; thence Northeasterly to a point 1105.81 feet North of and 299.52 feet West of the Southeast corner of said Quarter Section, (as measured North in the East line thereof and at right angles thereto); thence North parallel with the East line of said Quarter Section a distance of 200 feet; thence Northwesterly to a point 1932.12 feet North of and 332 feet West of the Southeast corner of said Quarter Section (as measured in the East line thereof and at right angles thereto); thence North parallel with the East line of said Quarter Section to the intersection with a line 15 feet South of and parallel with the North line of said Lot One, thence Northwesterly to the North line of said Lot 1, 307 feet West of the Northeast corner thereof, (as measured in said North line), in City of Chicago, Cook County, Illinois.

## PARCEL 2:

Lots 1 to 40 both inclusive in Block 2 and Lots 1 to 6 both inclusive in Miller's Resubdivision of part of Block 2, all in Butterfield's Subdivision of Lots 1, 2, 3, and 6 in Krueger's Subdivision the Northeast quarter of Section 30, Township 37 North, Range 14, East of the Third Principal Meridian,

also

All of vacated alley lying between 119th and 120th Streets between Paulina and Marshfield, which adjoins the above described Lots all in Cook County, Illinois.

## PARCEL 3:

Lots 1 to 5 inclusive, Lot 7 (except the North 8 feet thereof) and all of Lots 8, 9 and 10 in Block 3 in Butterfield's Subdivision of Lots 1, 2, 3 and 6 of Krueger's Subdivision of the Northeast quarter of Section 30, Township 37 North, Range 14, East of the Third Principal Meridian.

## PARCEL 4:

Lots 1, 2, 3, 4, and 5 in resubdivision of Lots 40 to 44 in Block 3 of Butterfield's Subdivision of Lots 1, 2, 3, & 6 of Krueger's Subdivision of Northeast quarter of Section 30, Township 37 North, Range 14, East of the Third Principal Meridian in Cook County Illinois.

Property Address: 1700 W. 119th Street, Chicago, IL

EXHIBIT "A"  
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1700 W. 119th Street

Permanent Index Numbers

1400 25-19-417-016 - LOT-3  
25-19-417-015 - LOT 1  
B.C. 25-30-203-001 - LOT-1  
25-30-203-002 - LOT-2  
25-30-203-003 - LOT-3  
25-30-203-004 - LOT-4  
25-30-203-005 - LOT-5  
EBC 25-30-203-016 - LOT-6  
25-30-203-017 - LOT-7  
25-30-203-018 - LOT-8  
25-30-203-019 - LOT-9  
25-30-203-020 - LOT-10  
25-30-203-023 - LOT-11  
25-30-203-024 - LOT-12  
25-30-203-025 - LOT-13  
25-30-203-042 - LOT-14  
B.C. 25-30-204-001 - LOT-15  
25-30-204-002 - LOT-16  
25-30-204-003 - LOT-17  
25-30-204-004 - LOT-18  
25-30-204-005 - LOT-19  
25-30-204-006 - LOT-20  
25-30-204-020 - LOT-21  
25-30-204-021 - LOT-22  
25-30-204-022 - LOT-23  
25-30-204-023 - LOT-24  
25-30-204-024 - LOT-25  
25-30-204-025 - LOT-26  
25-30-204-026 - LOT-27  
25-30-204-027 - LOT-28  
25-30-204-028 - LOT-29  
25-30-204-029 - LOT-30  
B.C. 25-30-204-043 - LOT-31  
25-30-204-044 - LOT-32  
25-30-204-045 - LOT-33  
25-30-204-046 - LOT-34

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EXHIBIT "B"  
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Collateral is or includes all of Mortgagor's right, title and interest in the following items:

(a) Any and all buildings, improvements and tenements now or hereafter erected on the Property;

(b) Any and all heretofore or hereafter vacated alleys and streets abutting the Property, easements, rights, appurtenances, rents (subject, however, to the assignment of rents to Association herein), leases, royalties, mineral, oil and gas rights and profits, water, water rights and water stock appurtenant to the Property;

(c) Any and all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances, and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; all elevators and related machinery and equipment; fire prevention and extinguishing apparatus, security and access control apparatus; plumbing and plumbing fixtures; refrigerating, cooking and laundry equipment; floor coverings and interior and exterior window treatments; furniture and cabinets; interior and exterior plantings and plant and lawn maintenance equipment;

(d) Any and all plans and specifications for development of or construction of improvements upon the Property;

(e) Any and all contracts and subcontracts relating to the Property;

(f) Any and all accounts, contract rights, instruments, documents and general intangibles arising from or by virtue of any transactions related to the Property;

(g) Any and all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Property;

(h) Any and all proceeds arising from or by virtue of the sale, lease, or other disposition of any of the Property;

(i) Any and all proceeds payable or to be payable under each policy of insurance relating to the Property;

(j) Any and all proceeds arising from the taking of all or a part of the Property for any public or quasi-public

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EXHIBIT "B"  
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EXHIBIT "B"  
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use under any law, or by right of eminent domain, or by private or other purchase in lieu thereof;

k) All right, title and interest of Mortgagor now owned or hereafter acquired in and to all and singular the estates, tenements, hereditaments, privileges, easements, licenses, franchises, appurtenances and royalties, mineral, oil, and water rights belonging or in any wise appertaining to the Real Property described in Part II below and the buildings and improvements now or hereafter located thereon and the reversions, rents, issues, revenues and profits thereof (except revenues and profits arising from business on the premises), including all interest of Mortgagor in all rents, issues and profits of the aforementioned property (except revenues and profits arising from business on the premises) and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advanced rent or for security) under any and all leases or subleases and renewals thereof of, or under any contracts or options for the sale of all or any part of, said property (including during any period allowed by law for the redemption of said property after any foreclosure or other sale), together with the right, but not the obligation, to collect, receive and receipt for all such rents and other sums and apply them to the indebtedness hereby secured and to demand, sue for and recover the same when due or payable; provided that the assignments made hereby shall not impair or diminish the obligations of Mortgagor under the provisions of such leases or other agreements nor shall such obligations be imposed upon Mortgagee. By acceptance of this Mortgage, Mortgagee agrees, not as a limitation or condition hereof, but as a personal covenant available only to Mortgagor that until an event of default (as hereinafter defined) shall occur giving Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive (but not more than 30 days in advance) and enjoy such rents, issues, revenues and profits;

(1) All other interests of every kind and character which Mortgagor now has or at any time hereafter acquires in and to the Property, including all other items of property and rights described elsewhere in this instrument, including, without limitation those items of property described on Exhibit "C" which is attached hereto and incorporated herein by reference for all purposes.

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EXHIBIT "B"  
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EXHIBIT "C"  
(Page 1 of 2 Pages)

## A. Boiler Room

1. Complete boiler plant consisting of two 80,000 lbs/hr. boilers with feed water treatment and supply system.
2. Four air compressors:
  - a. One 125 h.p. Chicago Pneumatic
  - b. One 25 h.p. Quincy Unit
  - c. One 3 h.p. Gardner Unit
  - d. One 2 h.p. Quincy Unit
3. Water softener.
4. Dealkalizers for feed water.
5. Two air blowers.
6. Two condensate pumps.
7. Two feedwater pumps.
8. Two chemical feed pumps.
9. Two fuel oil pumps.
10. One economizer.

## B. Maintenance Shop

1. All electrical and pipe drops from ceiling will stay.
2. Stainless steel wash basin will stay.
3. Curtain around welding area will stay.

## C. Ammonia Refrigeration System

1. Four Vilter ammonia compressors.
2. Two Fuller booster compressors.
3. Two ammonia condensers.
4. Electrical power system for refrigeration plant.
5. Ammonia distribution system in plant.
6. Cold rooms with all coils, fans and controls.

## D. Heating, Ventilating and Air Conditioning

1. Central heating and air conditioning systems for all administrative offices.
2. All heated make up air units.
3. All building exhaust fans with exception of unit located north of column line intersection K-4.

EXHIBIT "C"  
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EXHIBIT "C"  
(Page 2 of 2 Pages)

## E. Electrical System

1. Main plant switch gear (Transformer is owned by utility company.)
2. Power distribution system to unit substations.
3. Transformers (4160 v. - 480 v.) and switch gear at unit substations.
4. All conduit runs from substations to motor control center rooms.
5. Power distribution to all remaining building functions of boiler plant, air compressors, lighting, ventilation equipment, air conditioning, heating, refrigeration and waste disposal.

## F. General

1. Fire sprinkler system.
2. Air compressor in distribution center for truck dock fire sprinkler system.
3. Air compressor in meat receiving area for freezer.
4. Air compressor in waste disposal plant.
5. Liquid industrial waste disposal plant complete with water collection pits, waste treatment equipment and connection to city sewer will stay.
6. Any pits and/or sumps tied into permanent building drainage systems will stay.
7. Existing exterior fencing for plant and parking lots to stay.
8. Existing exterior and interior lighting fixtures to stay.
9. Connected drinking fountains and hand wash stands in production areas will stay.
10. Trash compactor will stay.
11. Three underground oil storage tanks 30,000 gallon capacity each with available fuel as of August 1, 1986 will stay.

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EXHIBIT "C"  
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