

UNOFFICIAL COPY

This Indenture, made this 1st day of November 1993, by and between

COLE TAYLOR BANK

the owner of the mortgage or trust deed hereinafter described, and COLE TAYLOR BANK AS TRUSTEE UNDER TRUST NO. 90-2003

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 Cole Taylor Bank as Trustee under Trust No. 90-2003

dated February 12, 1990, secured by a mortgage or trust deed in the nature of a mortgage registered February 14, 1990, in the office of the Recorder of Cook County, Illinois, in of at page as document No. 90074477 \* conveying to

COLE TAYLOR BANK

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

3065329

LOTS 4 AND 5 in Wilder's South Addition to Chicago in East Fractional Northeast Quarter of Section 21, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

P.I.N. 17-21-210-046 & 17-21-210-047 LOCATION - SWC 15th & State St., Chicago, IL

\* and subsequently extended & modified by Extension & Modification Agreements dtd. 3/1/91, Document #91-184459, dtd. 11/5/91, Document #91-183701, dtd. 11/1/92, Document #93-080001. \$23.50 12/27/93 14:52:00 38985 \* -03-065329 COOK COUNTY RECORDER

2. The amount remaining unpaid on the indebtedness is \$ 155,500.00

3. Said remaining indebtedness of \$ 155,500.00 shall be paid on or before NOVEMBER 1, 1994. All other terms & conditions remain the same except as to the maturity date. \*\* Interest rate is at 1% in excess of Cole Taylor Bank's prime rate & 4% in excess of aforementioned rate after maturity.

and the Owner in consideration of such extension promises and agrees to pay the entire indebtedness secured by said mortgage or trust deed as and when therein provided, as hereby extended, and to pay interest thereon monthly until 1994 at the rate of % per cent per annum, and thereafter, until maturity of said principal sum as hereby extended, at the rate of % per cent per annum, and interest after maturity at the rate of % 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 the office of Cole Taylor Bank, 5501 West 79th Street, Burbank, IL 60459

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 indenture 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 indenture the day and year first above written.

ACCEPTED & AGREED: COLE TAYLOR BANK

COLE TAYLOR BANK AS TRUSTEE UNDER TRUST #90-2003 (SEAL)

By: John P. Tobin Attest: Lenore Tobin

By: Lucretia C. Hart (SEAL) LAND TRUST OFFICER Attest: Constance E. Condit (SEAL) Land Trust Administrator

This document was prepared by Lenore Tobin, 5501 West 79th St., Burbank, IL 60459

CX32235

2350

UNOFFICIAL COPY

EXTENSION AGREEMENT

WITH

RETURN TO:

LEMORE TOBIN  
COLF TAYLOR BANK

5501 WEST 19TH ST. IL 60459  
BURBANK, IL

EXHIBIT TO INSTRUMENT NO. 123456789  
NOTARY PUBLIC STATE OF ILLINOIS  
JOAN S. HACH  
MY COMMISSION EXPIRES JUNE 12, 1995

OPTICAL SEAL  
JOAN S. HACH  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES JUNE 12, 1995

*Joan S. Hach*  
Notary Public  
day of November 22 1993

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Lucille C. Hart Land Trust Officer, President of COLF TAYLOR BANK, and Constance E. Conatidine, Land, Tr. Adm'n. 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 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 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.

STATE OF Illinois }  
COUNTY OF Cook }  
ss.

Notary Public  
day of 19

I, the undersigned, 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.

STATE OF Illinois }  
COUNTY OF Cook }  
ss.

OPTICAL SEAL  
CAROLE DANKSY  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES 12/18/95

*Carole Danksey*  
Notary Public  
day of November 1993

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that LEMORE A. TOBIN, Corporate Banking Officer & Loan Adm. Officer of COLF TAYLOR BANK and William P. Harts, are personally known to me to be the same persons whose names 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.

STATE OF Illinois }  
COUNTY OF Cook }  
ss.