

# UNOFFICIAL COPY

This EXTENSION AGREEMENT, is made this 12 day of NOVEMBER, 19 93 by and between **AMALGAMATED TRUST & SAVINGS BANK**, an Illinois banking corporation, the owner of the mortgage or trust deed hereinafter described, and \_\_\_\_\_

RAUL GOMEZ AND ROBERTO SUASTEGUI 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 ESCOMEX FOOD DISTRIBUTORS LTD. dated MAY 14, 19 90, secured by a mortgage or trust deed in the nature of a mortgage recorded JUNE 21, 19 90 in the office of the XXXXXXXXXXXXXXXXXXXX Recorder of Deeds COOK County, Illinois in book \_\_\_\_\_ at page \_\_\_\_\_ as document No. 90-295403 conveying to

**Amalgamated Trust & Savings Bank, as Trustee,** certain real estate in COOK County, Illinois described as follows:

Lot 7 in William E. Hattermans subdivision of lots 3 and 4 and vacated alley in block 1 in Superior Court partition of blocks 2, 4, 7 and the West 1/2 of block 3 and South 1/2 of block 8 in Cochran's subdivision of the West 1/2 of the South East 1/4 of section 6, township 39 north, range 14, East of the third principal meridian, in Cook County, Illinois

Property address: 1943 W. Division St., Chicago, IL DEPT-01 RECORDING \$23.50  
PIN #17-06-400-007-0000 T0011. TRAN 9034 12/30/93 15:54:00  
#0967 + \*03-081731  
COOK COUNTY RECORDER

2. The amount of principal remaining unpaid on the indebtedness is \$ 29,000.00

3. Said remaining indebtedness of \$ 29,000.00 plus interest from this date on the balance of principal remaining from time to time unpaid at the simple annual rate of 8.5 per cent shall be paid in installments of principal and interest as follows:

FIVE HUNDRED DOLLARS AND NO/100 + INTEREST-----Dollars (\$ 500.00+INT. ) on the 12TH day of DECEMBER, 19 93 and A LIKE AMOUNT OF Dollars (\$ 500.00+INT. ) on the 12TH day of each MONTH thereafter until said indebtedness is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 12TH day of NOVEMBER, 19 94

and the Owner in consideration of such extension promises and agrees to pay the entire indebtedness secured by said mortgage or trust deed plus interest as and when therein provided, as hereby extended, and to pay interest after maturity or default at the rate of 13.5 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 **Amalgamated Trust & Savings Bank, One West Monroe Street, Chicago, Illinois 60603.**

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 Extension 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 Extension Agreement shall inure to the benefit of any holder of said principal note or notes and interest notes and shall bind 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. **THE UNDERSIGNED EXECUTE THIS DOCUMENT INDIVIDUALLY AND AS OFFICERS OF ESCOMEX FOOD DISTRIBUTORS, LTD.**

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this Extension Agreement the day and year first above written.

**AMALGAMATED TRUST & SAVINGS BANK**

By: \_\_\_\_\_ President

Attest: \_\_\_\_\_ Secretary

Roberto Suastegui (SEAL)  
ROBERTO SUASTEGUI  
Raul Gomez (SEAL)  
RAUL GOMEZ

This document prepared by: ANN T. HARTLEY, VICE PRESIDENT, 1 W MONROE, CHICAGO, IL 60603

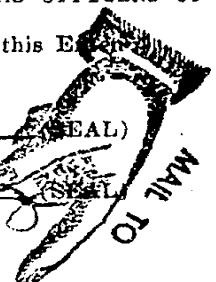
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STATE OF ILLINOIS )  
ss.

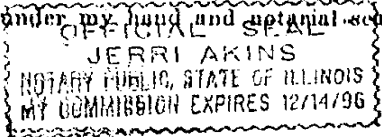
COUNTY OF COOK )

I, JERRI AKINS

a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that ROBERTO SUASTEGUI AND RAUL GOMEZ

personally known to me to be the same person(s) whose name(s) \_\_\_\_\_ 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.

GIVEN under my hand and notarial seal this 27TH day of DECEMBER 19 93



JERRI AKINS  
Notary Public

STATE OF \_\_\_\_\_ )  
ss.

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_

a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

Assistant Vice-President of the \_\_\_\_\_ and Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice-President, and Assistant 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
ss.

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_

a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

\_\_\_\_\_, President of \_\_\_\_\_ and \_\_\_\_\_ 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 \_\_\_\_\_, 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 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 notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
ss.

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_

a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

\_\_\_\_\_, President of AMALGAMATED TRUST & SAVINGS BANK and \_\_\_\_\_ Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_, 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 Bank, 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 Bank, 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 Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

FOR INDIVIDUAL OWNER (S)

FOR LAND TRUST OWNER

FOR CORPORATE OWNER

FOR AMALGAMATED BANK(S) 1731