

UNOFFICIAL COPY

04039121

CAUTION: Consult a lawyer before signing or who is responsible for this. Make sure you understand the nature of the terms and conditions and the consequences of the extension of time of the liability of the principal.

This Indenture, made this **4TH** day of **NOVEMBER**, 19 **94**, by and between **FIRST NATIONAL BANK OF NILES, a national banking association**

the owner of the mortgage or trust deed hereinafter described, and **COMERICA BANK - ILLINOIS, as Trustee under Trust Agreement dated May 17, 1983 under Trust No. 11801** 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 **Six Hundred Eighty Five Thousand and 00/100ths**

DEPT-01 RECORDING \$25.50
T80014 TRAN 3652 12/13/94 13:25:00
67829 + RV # -04-039121
COOK COUNTY RECORDER

04039121

Above Space For Recorder's Use Only

dated **December 10 19 93** secured by a mortgage or trust deed in the nature of a mortgage/registered/recorded & Assignment of Rent
January 28 19 94 in the office of the Registrar of Titles/Recorder of **Cook** County, Illinois, in
at page **94093764 & 94093765** as document No. **94093764 & 94093765** conveying to

FIRST NATIONAL BANK OF NILES

certain real estate in **COOK** County, Illinois described as follows:

SEE ATTACHED SCHEDULE "A"

04039121

Permanent Real Estate Index Number(s): **13-07-220-052**

Address(es) of real estate: **6343 N. McCormick Road, Chicago, Illinois 60659**

2. The amount remaining unpaid on the indebtedness is \$ **685,000.00**

3. Said remaining indebtedness of \$ **685,000.00** shall be paid on or before **February 3, 1995**
****The interest rate is 2% over the corporate base index rate of the First National Bank of Chicago, floating on a daily basis.**

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 **February 3**

19 95, 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 of 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 NATIONAL BANK OF NILES

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.

COMERICA BANK - ILLINOIS, as Trustee

(SEAL)

By: *[Signature]*

Trust Officer

(SEAL)

By: *[Signature]*

Assistant Trust Officer

(SEAL)

This instrument was prepared by

Annette G. Flood

(NAME AND ADDRESS)

**American National Bank and Trust Company of Chicago
SUCCESSOR TRUSTEE TO
COMERICA BANK-ILLINOIS**

812-599

(85692)

[Handwritten mark]

UNOFFICIAL COPY

STATE OF
COUNTY OF

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

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.

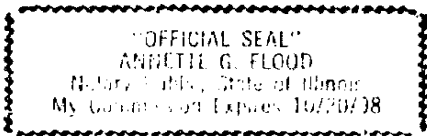
GIVEN under my hand and official seal this _____ day of _____ 19____

Notary Public

STATE OF **Illinois**
COUNTY OF **Cook**

I, **the undersigned**
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that **Michael Wang** Authorized Officer, **President of COMERICA BANK - ILLINOIS** and **DEBRA L. WHITE** ASSISTANT SECRETARY, 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 thereof 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 _____ day of **DEC 9 1994** 19____



Annette G. Flood
Notary Public

101000121

Box _____

EXTENSION AGREEMENT

WITH

MAIL TO: First National Bank of Illinois
7100 W. CANTON
NILES, IL 60714

GEORGE E. COLE
LEGAL FORMS

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SCHEDULE "A"

LOT 1 IN ANTHONY'S SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING ON THE EASTERLY LINE 173.11 FEET NORTH OF THE SOUTHEAST CORNER; THENCE 93 DEGREES 23 MINUTES 24 SECONDS FROM SAID CORNER WESTERLY 63.28 FEET; THENCE 224, DEGREES 24 MINUTES 38 SECONDS NORTHWESTERLY FROM THE LAST DESCRIBED COURSE 79.91 FEET TO THE EASTERLY RIGHT OF WAY LINE OF MCCORMICK ROAD, BEING THE WESTERLY LINE OF SAID LOT 1 ALL IN COOK COUNTY, ILLINOIS. GRANTOR HEREBY RESERVES THE RIGHT FOR ITS OWN BENEFIT, THE PROPERTY OF THE GENERAL PUBLIC ADJACENT PROPERTY OWNERS THE FOLLOWING DESCRIBED EASEMENTS: EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS OVER THE EXISTING DRIVEWAY ON THE NORTHERN 25 FEET OF THE ABOVE DESCRIBED PARCEL; EASEMENT FOR EMERGENCY PEDESTRIAN INGRESS AND EGRESS ALONG THE SOUTHERLY 5 FEET OF THE ABOVE DESCRIBED PARCEL, BEGINNING AT A POINT 63.28 FEET WESTERLY FROM THE SOUTHEAST CORNER OF SAID PARCEL.

EASEMENT FOR INGRESS AND EGRESS TO LOTS 1 AND 2 ACROSS THE FOLLOWING DESCRIBED PROPERTY LINE: COMMENCING AT THE NORTHWEST CORNER OF LOT 1, THENCE NORTHEASTERLY ALONG THE NORTHWEST PROPERTY LINE, A DISTANCE OF 15 FEET THENCE SOUTHEASTERLY ON A LINE PARALLEL TO THE SOUTHWESTERLY LINE OF LOT 1, A DISTANCE OF 45 FEET TO THE POINT OF BEGINNING AS DISCLOSED BY DECLARATION OF EASEMENT MADE BY CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 20, 1974 AND KNOWN AS TRUST NUMBER 65062 RECORDED AS DOCUMENT NUMBER 85057328.

PERMANENT INDEX NUMBER: 13-02-220-052

PROPERTY ADDRESS: 6343 N. McCormick Road, Chicago, Illinois

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