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This EXTENSION AGREEMENT, in and to which, with date of October 11, 1994 by and between **AMALGAMATED TRUST & SAVINGS BANK**, an Illinois banking corporation, the owner of the mortgage or trust deed hereinafter described, and **Amalgamated Trust & Savings Bank As Trustee, U/T/A Dated March 25, 1989 and Known As Trust #5417** and not personally 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 Owner dated Oct. 28, 1991 secured by a mortgage or trust deed in the nature of a mortgage ~~registered~~ recorded Nov. 27, 1991 in the office of the ~~Register of Deeds~~ Recorder of Deeds Cook County, Illinois in book XXXXXXXXXXXX at page XXXXXX as document No. 91624462 conveying to **Amalgamated Trust & Savings Bank, as Trustee,** certain real estate in Cook County, Illinois described as follows:

Units 125, 127-1, 127 & 2, Together With Its Undivided Percentage Interest In the Common Elements in 8000 South Indiana Condominium As Delineated And Defined in the Declaration Recorded As Document No. #88114564, in Northwest 1/4 of Section 34, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois
Property Address: 125 East 80th Street, Chicago, IL
P.I.N. #20-34-108-049-1001 (Unit 125) #20-34-108-049-1002 (127-1)
#20-34-108-049-1003 (127-2)

2. The amount of principal remaining unpaid on the indebtedness is \$ 81,436.77
3. Said remaining indebtedness of \$ 81,436.77 plus interest from this date on the balance of principal remaining from time to time unpaid at the simple annual rate of 9.5 per cent shall be paid in installments of principal and interest as follows:

One Thousand One Hundred-Thirty and -----67/100 Dollars (\$ 1,130.67) on the 28th day of November, 1994 and One Thousand One Hundred-Thirty and --67/100 Dollars (\$ 1,130.67) on the 28th 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 28th day of October, 1997

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 15 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**. This Extension Agreement also extends the validity of the Assignment of Rents dated October 28, 1991 and recorded as Document #91624463.

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.

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, As Trustee** U/T/A Dated March 28, 1989 and Known As Trust #5417 and not personally (SEAL)

AMALGAMATED TRUST & SAVINGS BANK
By: [Signature] Vice President
Attest: [Signature] Trust Secretary

EXONERATION PROVISION RESTRICTING ANY LIABILITY OF AMALGAMATED BANK OF CHICAGO ATTACHED HERETO IS HEREBY EXPRESSLY MADE A PART HEREOF. (SEAL)

This document prepared by: Lauren Portugal, One W. Monroe St, Chicago, IL 60603

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STATE OF _____
COUNTY OF _____

ss.

FOR INDIVIDUAL OWNER (S)

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 fore-
going 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 notarial seal this _____ day of _____ 19____.

Notary Public

STATE OF _____
COUNTY OF _____

ss.

SEE ENCL. ATTACHED FOR SIGNATURE OF TRUSTEE AND NOTARY ACKNOWLEDGMENT

04065505

FOR LAND TRUST OWNER

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 _____
COUNTY OF _____

ss.

DEPT-01 RECORDING \$25.50
T#6666 TRAN 2704 12/22/94 12:34:00
#8272 # RC # -04-065505
COOK COUNTY RECORDER

FOR CORPORATE OWNER

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 per-
sonally 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 Illinois
COUNTY OF Cook

ss.

Yvonne T. Heyden

FOR AMALGAMATED BANK

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 per-
sonally 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 22nd day of December 1994.

YVONNE T. HEYDEN
Notary Public, State of Illinois
My Commission Expires 6/22/97

Notary Public

UNOFFICIAL COPY

DATED October 28, 1994 UNDER TRUST NO. 5417

This Extension Agreement is executed by AMALGAMATED BANK OF CHICAGO, not personally, but solely as Trustee under Trust No. 5417 in the exercise of the power and authority conferred upon and vested in it as such Trustee and is payable only out of the property described in the Trust Deed or Mortgage given to secure payment hereof. It is expressly understood and agreed by each original and successive holder of the Extension Agreement that no personal liability shall be asserted or be enforceable against the promisor or any person interested beneficially or otherwise in said property specifically described in said Trust Deed or Mortgage given to secure payment hereof or in the property or funds at any time subject to said Trust Agreement, because or in respect of this Extension Agreement or in the making issue or transfer hereof, all such liability, if any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the guarantor hereof, if any, and each original and successive holder of this Extension Agreement accepts the same upon the express condition that no duty shall rest upon said AMALGAMATED BANK OF CHICAGO, either personally or as said Trustee, to sequester the rents, issue and profits arising from that sale or other disposition thereof, but in case of default in the payment of this and profits arising from that sale or other disposition thereof, but in case of default in the payment of this Extension Agreement or of any installment hereof, the sole remedy of the holder hereof shall be foreclosure of said Trust Deed or Mortgage given to secure the indebtedness evidenced by this Extension Agreement, in accordance with the terms and provisions in said Trust Deed or Mortgage set forth, or by action to enforce their personal liability of the guarantor, if any, of the payment hereof, or both.

It is expressly understood and agreed by every person, firm, or corporation claiming any interest under this document that AMALGAMATED BANK OF CHICAGO, shall have no liability, contingent or otherwise, arising out of, or in any way related to (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from or affecting the property, soil, water, vegetation, building, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Trustee which are based upon or in any way related to such hazardous materials including without limitations, attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event any conflict between the provisions of this exculpatory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern.

AMALGAMATED BANK OF CHICAGO, not personally but as Trustee under Trust No. 5417

By: [Signature]
Senior Assistant Vice President / Trust Officer

Attest: [Signature]
Assistant Vice President / Trust Officer

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STATE OF ILLINOIS) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify, that Irving B. Polakow, SENIOR, VICE PRESIDENT, of AMALGAMATED BANK OF CHICAGO, and Edward C. Sweigard, VICE PRESIDENT ASSISTANT SECRETARY, of said banking corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 acts, and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said banking corporation, did affix the said corporate seal of said banking corporation to said instrument as her own free and voluntary act, and as the free and voluntary act of said banking corporation as Trustee for the uses and purposes herein set forth.

"OFFICIAL SEAL"
Joan M. DiCosola
Notary Public, State of Illinois
My Commission Expires 7/13/98

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS 30th DAY OF November, 1994

BY: [Signature]
NOTARY PUBLIC