

UNOFFICIAL COPY

08152173

851/0015 08 001 Page 1 of 4
1998-12-18 10:51:47
Cook County Recorder 27.00



08152173

**EXTENSION AGREEMENT
(ILLINOIS)**

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

This Indenture, made this **1st** day of **December, 1998**, by and between **South Holland Trust and Savings Bank**, the owner of the mortgage or trust deed hereinafter described, and **South Holland Trust and Savings Bank, not personally but as Trustee under a Trust Agreement dated April 28, 1981, and known as Trust Number #5774**, representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"),

Above Space For Recorder's Use Only

WITNESSETH:

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal promissory Note or Notes and Guaranty of **Hubert Flisyn and Beverly Flisyn**, both dated **December 9, 1993**, secured by a mortgage or trust deed in the nature of a mortgage registered/recorded **February 8, 1994**, in the office of the Recorder of **Cook County, Illinois** as document No. **94-126298**, conveying to **South Holland Trust and Savings Bank** certain real estate in **Cook County, Illinois** described as follows:

Lot 12 in Block 4 in Peters First Addition to Lansing, a subdivision of that part of the North 1/2 of the Northwest 1/4 of Section 6, lying West of a line drawn across said North 1/2 which is 1592.77 feet West of and parallel with the East line of the North 1/2 of said Northwest 1/4 in Township 35 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois

P.I.N. 33-06-105-004

2. The amount remaining unpaid on the indebtedness is **\$93,738.12**

3. Said remaining indebtedness of **\$93,738.12**

shall be paid on or before **December 1, 2005, with monthly payments of principal and interest due on the 1st day of each month in the amount of \$640.27**, 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 **December 1, 2005**, at the rate of **(6.625%)** per annum, and interest after maturity at the rate of **(6.625%)** 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 **South Holland Trust and Savings Bank.**

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 thereon, 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.

Boyer 2/15

*4
Boyer*

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 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.

SOUTH HOLLAND TRUST & SAVINGS BANK

BY: [Signature]
Roger DeGraff, Vice President

ATTEST: [Signature]
John Brunelle, Assistant Secretary

South Holland Trust & Savings Bank
as Trustee u/t 5774

X By: [Signature]
Trust Officer - Michael L. Nylene

X Attest: [Signature]
Assistant Secretary - Patricia J. Miedema

X [Signature]
Hubert Flisyn

X [Signature]
Beverly Flisyn

Notwithstanding any terms or provisions of this instrument, the South Holland Trust & Savings Bank, as Trustee, Trust No. 5774, assumes no personal liability of any kind or nature, but executes this instrument solely as Trustee covering trust property above referred to.

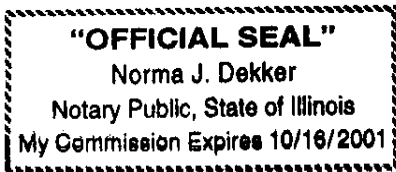
This instrument was prepared by Roger DeGraff South Holland Trust & Savings Bank
and Mail To 16178 South Park Ave, South Holland, IL 60473

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 Roger DeGraff, personally known to me to be the Vice President of South Holland Trust & Savings Bank, and ILLINOIS corporation, and, John Brunelle, personally known to me to be the Asst. Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Asst. Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their 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__.

[Signature]
Notary Public



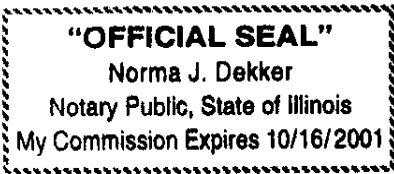
Commission Expires 10/16/2001

UNOFFICIAL COPY

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 Hubert Flisyn and Beverly Flisyn, personally known to me to be the same persons whose names are 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 14th day of Dec., 19 98.



Notary Public

Norma J. Dekker

Commission Expires 10/16/2001

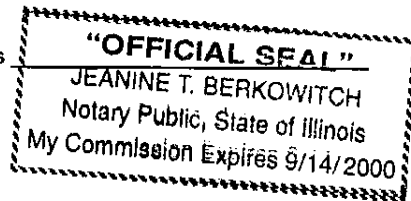
STATE OF Illinois
COUNTY OF Cook

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael L. Nylen personally known to me to be the Trust Officer of South Holland Trust and Savings Bank, an ILLINOIS Corporation, and, Patricia J. Miedema personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Trust Officer and Assistant Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their 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 14th day of Dec., 19 98.

Jeanine T. Berkowitch
Notary Public

Commission Expires



EXTENSION AGREEMENT

UNOFFICIAL COPY

By Corporation

Mail To: South Holland Trust & Savings Bank
16178 South Park Ave
South Holland, IL 60473

Property of Cook County Clerk's Office