

# UNOFFICIAL COPY

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This **EXTENSION AGREEMENT**, is made this 8 day of November, 1955  
 by and between **AMALGAMATED TRUST & SAVINGS BANK**, an Illinois banking corporation,  
 the owner of the mortgage or trust deed hereinafter described, and MIRIAM I. CRUZ, and  
REBECCA CRUZ, as joint tenants 85275134  
 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 Owners  
 dated Oct. 24, 1974, secured by a mortgage or trust deed in the nature of a mortgage registered  
Oct. 25, 1974, in the office of the Recorder of Deeds Cook County, Illinois  
 in book \_\_\_\_\_ at page \_\_\_\_\_ as document No. 22888976 3 conveying to  
Amalgamated Trust & Savings Bank, as Trustee,  
 certain real estate in Cook County, Illinois described as follows:

See Exhibit "A" attached hereto and made a part hereof.

Tax I.D.# 14-43-404-026-1018 **K**

2. The amount of principal remaining unpaid on the indebtedness is \$ 35,590.28

3. Said remaining indebtedness of \$ 35,590.28 plus interest from this date on the balance  
 of principal remaining from time to time unpaid at the simple annual rate of 11 1/2 per cent shall  
 be paid in installments of principal and interest as follows:

FOUR HUNDRED THIRTY AND 73/100 Dollars (\$ 430.73)

on the 1st day of December, 1955 and A Like Amount Of

Dollars (\$ 430.73) on the 1st day of each month thereafter until said indebted-  
 ness is fully paid except that the final payment of principal and interest, if not sooner paid, shall be  
 due on the 1st day of November, 1966,

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 ex-  
 tended, and to pay interest after maturity or default at the rate of 12 1/2 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 writ-  
 ing 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 man-  
 ner 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 in-  
 terest due for any cause specified in said mortgage or trust deed or notes, but not including any pre-  
 payment 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 benef-  
 its 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 Exten-  
 sion Agreement the day and year first above written.

**AMALGAMATED TRUST & SAVINGS BANK**

By: [Signature] President

Attest: [Signature] Assistant Secretary

[Signature] (SEAL)  
 MIRIAM I. CRUZ

[Signature] (SEAL)  
 REBECCA CRUZ

**PAULA F. STEPTER**  
 ONE WEST MONROE STREET  
 CHICAGO, ILLINOIS 60603

85275134

# UNOFFICIAL COPY

STATE OF \_\_\_\_\_

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

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 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 notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

Notary Public

STATE OF \_\_\_\_\_

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

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 \_\_\_\_\_

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 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 Illinois

COUNTY OF Cook

85275134

FOR AMALGAMATED BANK

I, **JUDITH M. SULLIVAN**

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

John L. Mullen, Senior Vice, President of AMALGAMATED TRUST & SAVINGS BANK and Frank C. Lavicka, Jr. Asst. 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 5th day of November 1985.

*Judith M. Sullivan*  
Notary Public

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## EXHIBIT A

THE LAND COVERED BY THIS POLICY IS DESCRIBED AS FOLLOWS:

UNIT '5-B' OF THE LINCOLN PARK PLACE CONDOMINIUM AS delineated ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS 'PARCEL'):

LOTS 2, 3, 4 AND 5 IN LESCH'S SUBDIVISION OF LOTS 13 TO 23 INCLUSIVE IN BLOCK 37 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 37, TOWNSHIP 46 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO A CERTAIN DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1973 AND KNOWN AS TRUST NUMBER 27258 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON JULY 16, 1974 AS DOCUMENT 22784367, TOGETHER WITH AN UNDIVIDED 2.0343 PER CENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS, THEREON AS DEFINED AND SET FORTH IN SAID DECLARATION OF CONDOMINIUM OWNERSHIP AND SURVEY) IN COOK COUNTY, ILLINOIS

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