

# UNOFFICIAL COPY

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## EXTENSION AGREEMENT

This Indenture, made this 31st day of October A. D. 1985, by and between Commercial National Bank of Berwyn, A National Banking Corporation party of the first part, the owner of the trust deed hereinafter described, and W. Robert Dybowski and Margaret M. Dybowski, his wife party of the second part, representing himself (or themselves) to be the owner (or owners) of the real estate hereinafter and in said deed described, WITNESSETH:

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal promissory note or notes of Fifty-one thousand five hundred and no/100ths. Assignment of Rents & (2) /Extension Agreements recorded  
dated October 30, 1981, secured by a trust deed in the nature of a mortgage recorded

November 12, 1981 in the Registrar's office of Cook County, Illinois, in November 12, 1981, November 21, 1983 & November 29, 1984 of at page as document No. 26055991 conveying to Commercial National Bank of Berwyn as trustee, certain real estate in Cook County, Illinois, described as follows:

The East 82.33 feet of Lot 3 in Block 8 in Kettlestring's Addition to Harlem, said Addition being a Subdivision of the North Part of the Northwest 1/4 of Section 7, Township 39 North, Range 13 East of the Third Principal Meridian, also the North 172-1/2 Feet of Lot 4 in S. D. Skinner's Subdivision of Part of the Northwest 1/4 of Section 7 Aforesaid All in Cook County, Illinois

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- 2. The amount remaining unpaid on the indebtedness is 41,500.00
  - 3. Said remaining indebtedness of \$ 41,500.00 shall be paid on or before October 31, 1986
- Due and payable as a single payment 365 days after date.

THIS INSTRUMENT WAS PREPARED BY:

COMMERCIAL NATIONAL BANK OF BERWYN  
3622 SO. OAK PARK AVENUE  
BERWYN, ILLINOIS 60402

By: Roger C. Forcash, Sr. V.P. bs

and the party of the second part in consideration of such extension promises and agrees to pay the entire indebtedness secured by said trust deed as and when therein provided, as hereby extended, and to pay interest thereon, 10/31/85 until October 31 1986 at the rate of 11.75 per cent 11.75% per annum, and thereafter, until maturity of said principal sum as hereby extended, at the rate of 11.75 per cent 11.75% per annum, and interest after maturity at the rate of 20.00 per cent 20.00% per annum; and to pay both principal and interest in the coin or currency provided for in the 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 holder of the said principal note or notes may from time to time in writing appoint, and in default of such appointment then at Commercial National Bank of Berwyn

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 party of the second part shall continue for twenty (20) days after written notice thereof, the entire principal sum secured by said 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 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 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 party of the second part agrees to perform all the covenants of the grantor or grantors in said 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 party of the second part. The party of the second part 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.

In WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year first above written.

COMMERCIAL NATIONAL BANK OF BERWYN  
BY: [Signature]  
Senior Vice-President

ATTEST: [Signature]  
Asst. Secretary

X W. Robert Dybowski (Seal)  
W. Robert Dybowski  
X M. Dybowski (Seal)  
Margaret M. Dybowski (Seal)

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Extension Agreement

Commercial National Bank of Berwyn,

a National Banking Corporation

WITH

J. Robert Dybowski and

Margaret M. Dybowski, his wife

ADDRESS OF PROPERTY:  
1033 W. Ontario, Unit 1FS  
Oak Park, Il. 60302

MAIL TO:  
Commercial National Bank of Berwyn  
3322 S. Oak Park Ave.  
Berwyn, Il. 60402



NO. 1090-R  
REVISED  
PROPERTY CO. CHICAGO

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NOV-13-65 36508 85279850 A Rec 17.22

*Barbara A. Strong*  
Notary Public

GIVEN under my hand and notarial seal this 31st day of October A. D. 19 85  
personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and 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 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.

John P. Smithwick, Asst. 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 President and 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 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.

STATE OF Illinois  
COUNTY OF Cook

Barbara A. Strong  
I, a Notary Public in and for said County in the State aforesaid, do hereby certify that

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

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

I, \_\_\_\_\_ a Notary Public in and for said County in the State aforesaid, do hereby certify that

*Barbara A. Strong*  
Notary Public

GIVEN under my hand and notarial seal this 31st day of October A. D. 19 85  
personally known to me to be the same persons whose name S 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.

M. Robert Dybowski and Margaret M. Dybowski, his wife  
I, Barbara A. Strong  
a Notary Public in and for said County in the State aforesaid, do hereby certify that

STATE OF Illinois  
COUNTY OF Cook