

UNOFFICIAL COPY 85297406

This Indenture, made this 1st day of April 1985 by and between Colonial Bank and Trust Company of Chicago

the owner of the mortgage or trust deed hereinafter described, and American National Bank and Trust Company of Chicago, as Trustee Under Trust Agreement dated 3/20/75 and known as #90708 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 Twenty Six Thousand Eight Hundred and 00/100ths----- dated April 3, 1975, secured by a mortgage or trust deed in the nature of a mortgage registered recorded April 14, 1975, in the office of the Cook County, Illinois, in as document No. 23049012 conveying to Chicago Title and Trust Company

certain real estate in Cook County, Illinois described as follows: Lot 28, 29, 30 and 31 and the South 1.08' of Lot 32 in DeHaven's Subdivision of Block 4 in F.C. Sherman and Others Subdivision of the East 1/2 of the West 1/2 of the Southeast 1/4 of Section 28, Township 39 North, Range 14, East of the Third Principal Meridian, 2738-44 S. Wentworth, Chicago, IL 17 28 414 018, 17 28 414 019, 17 28 414 020, 17 28 414 021 * For the first three (3) years. Interest for the last two (2) years shall be adjusted to reflect First National Bank of Chicago's Prime Rate of Interest plus two percent (2%) fixed. ** 300 Basis Points over the interest rate in effect.

2. The amount remaining unpaid on the indebtedness is \$ 19,482.38

3. Said remaining indebtedness of \$ 19,492.33 shall be paid on or before March 1, 1990 and shall be payable as follows: \$273.91 on the first day of June, 1985 and \$273.91 on the first day of each and every month thereafter until the first day of March, 1988 at which time the repayment will adjust based on the interest rate in effect at that time.

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 maturity of said principal sum as hereby extended, at the rate of 11.50% per cent per annum, and interest after maturity at the rate of 11.50% 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 Colonial Bank and Trust Company of Chicago, 5850 West Belmont Avenue, Chicago, Illinois 60634

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.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforesaid and not personally BY: [Signature] (SEAL) ATTEST: [Signature] PRESIDENT (SEAL) [Signature] ASSISTANT SECRETARY (SEAL)

This instrument is controlled by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforesaid and not personally. This instrument is controlled by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforesaid and not personally.

This instrument was prepared by Debra L. Ward, Colonial Bank, 5850 W. Belmont Ave., Chicago, (NAME AND ADDRESS) IL. 60634

85297406

MAIL TO: Box 63

88583106

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 notarial 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 notarial seal this _____ day of _____ 19____.

Notary Public

STATE OF Illinois COUNTY OF Cook

11.00

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

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 _____ AUG 2 1935

Adela L. Mopend Notary Public

EXTENSION AGREEMENT	WITH	[Faint text and lines]	Box 63
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-85-297406

GEORGE E. COLE LEGAL FORMS

ALL TO: