

**UNOFFICIAL COPY**

8539014

This Indenture, made this 1st day of November 1985 by and between

Commercial National Bank of Chicago, A National Banking Association

the owner of the mortgage or trust deed hereinafter described, and Commercial National Bank of Chicago,  
not personally, but as Trustee U/T #432 dated August 6, 1980  
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 Commercial National Bank of Chicago, not personally, but as Trustee U/T #432 dated August 6, 1980

dated April 1, 1981, secured by a mortgage or trust deed <sup>\*See below</sup> in the nature of a mortgage ~~XXXXXXXXXX~~ recorded

April 14, 1981, in the office of the ~~XXXXXXXXXXXXXXXXXXXX~~ of Cook County, Illinois, in

of \_\_\_\_\_ at page \_\_\_\_\_ as document No. 25838102 conveying to

Chicago Title and Trust Company, as Trustee

certain real estate in Cook County, Illinois described as follows:

The South 158 feet (except the East 158 feet thereof and except that part taken or used for Oakton Street) of the East 4 acres of the South quarter of the Southwest quarter of Section 20, Township 41 North North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 10-20-302-036-0000 **TP**  
6004 Oakton  
Morton Grove, Illinois

\* The entire Assignment of Beneficial Interest, dated April 1, 1981, into and under Commercial National Bank of Chicago, Trust Number 432.

2. The amount remaining unpaid on the indebtedness is \$ 34,314.64.

3. Said remaining indebtedness of \$ 34,314.64 is hereby extended through October 1, 1988 at an interest rate of 12.50% per annum with principal & interest payments of \$388.00 payable monthly commencing November 1, 1985 & each & every month thereafter during the term of this extension with a final payment of interest plus the unpaid balance if not sooner paid due in full October 1, 1988.

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 monthly until October 1, 1988, at the rate of 12.50% per cent per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of 12% per cent per annum, and interest after maturity at the rate of 20% 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 Commercial National Bank of Chicago - 4800 N. Western Avenue - Chicago, IL. 60625

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. Consented by Chicago Title and Trust Company

CONSENTED BY COMMERCIAL NATIONAL BANK OF CHICAGO

[Signature]  
ASST. VICE PRESIDENT (SEAL)

BY: [Signature]

[Signature]  
ASST. SECRETARY (SEAL)

This instrument was prepared by Christine Foley - 4800 N. Western Avenue - Chicago, IL. 60625  
(NAME AND ADDRESS)

8539014

EXTENSION AGREEMENT

WITH

UNOFFICIAL COPY

85309044

MAIL TO:

GEORGE E. COLE  
LEGAL FORMS

*397*

STATE OF ILLINOIS }  
COUNTY OF COOK }  
SS.

I, Ruth A. Xurkoc, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY,

THAT David L. Xurkoc, Trust Officer of COMMERCIAL NATIONAL BANK OF CHICAGO and Elizabeth Xurkoc, Assistant Trust Officer of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Trust Officer 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 Assistant Trust Officer, did also then and there acknowledge that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank 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 19th day of November, 1985.  
Notary Public Ruth A. Xurkoc  
My Commission Expires 5-15-89

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RECORDING # 12/04/85 15:10:00  
# 85-309044

By Elizabeth Xurkoc, Assistant Trust Officer  
Attest Ruth A. Xurkoc, Assistant Trust Officer  
COMMERCIAL NATIONAL BANK OF CHICAGO, As Trustee as aforesaid.

name to be signed to these present by its Assistant Trust Officer, the day and year first above written.  
IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereunto affixed, and has caused its name to be signed to these present by its Assistant Trust Officer and attested by its Assistant Trust Officer, the day and year first above written.  
THIS EXTENSION AGREEMENT is executed by COMMERCIAL NATIONAL BANK OF CHICAGO, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Nothing herein or in said Trust Deed or Mortgage or in said Note or Notes contained shall be construed as creating any liability of COMMERCIAL NATIONAL BANK OF CHICAGO personally to pay the said Note or Notes or any interest that may accrue thereon, or any indebtedness accruing thereunder or hereunder, or to perform any agreement or covenant either express or implied herein or therein contained, all such liability, if any, being expressly waived by Assignee and by anyone now or hereafter claiming any right or security hereunder. So far as COMMERCIAL NATIONAL BANK OF CHICAGO personally, is concerned, the Assignee hereunder or the legal holder or holders of said Note or Notes and the owner or owners of any indebtedness accruing hereunder or anyone making any claim hereunder shall look solely to the trust property herein described and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby provided, and by said Trust Deed or Mortgage created, in the manner herein and in said Trust Deed or Mortgage and Note or Notes.

STATE OF Illinois COUNTY OF Cook  
SS. Ruth A. Xurkoc  
I, Ruth A. Xurkoc, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY that Elizabeth Xurkoc whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she 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 19th day of November, 1985.  
Notary Public Ruth A. Xurkoc

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STATE OF ILLINOIS, }  
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, 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 Company 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 Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

85319044

Given under my hand and Notarial Seal

Date

4 1975

  
\_\_\_\_\_  
Notary Public