

EXTENSION AGREEMENT
(ILLINOIS)

UNOFFICIAL COPY 1 0 2

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

This Indenture, made this 21 day of November, 1985, by and between Avenue Bank and Trust Co. of Oak Park

85315102

the owner of the mortgage or trust deed hereinafter described, and Thomas J. Dolan and Carolyn Dolan, his wife

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 Thomas J. Dolan and Carolyn Dolan, his wife

Above Space For Recorder's Use Only

dated Sept. 30, 1980 secured by a mortgage or trust deed in the nature of a mortgage registered/recorded Oct. 8, 1980 in the office of the Registrar of Titles/Recorder of Cook County, Illinois, in of at page as document No. 25616247 conveying to Avenue Bank and Trust Co. of Oak Park certain real estate in Cook County, Illinois described as follows:

16-07-115-042-166 K

Unit No. 512 as delineated on Survey of the following described parcel of real estate (hereinafter referred to as Parcel): Lot 9 and the North 132 feet of Lot 10 in Block 2 in Kettlestring's Addition to Harlem, being a subdivision of the North part of the North West 1/4 of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois; & which survey is attached as Exhibit A to Declaration of Condominium made by Lawndale Trust and Savings Bank, a National Banking Association, as Trustee under Trust Agreement dated June 10, 1971, and known as Trust No. 5787 in the office of the Recorder of Cook County, Illinois as Document No. 22240167; together with an undivided 1.558 per cent interest in said parcel (excepting from said parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and Survey) in Cook County, Illinois

The amount remaining on the indebtedness is \$ 60,000.00. Said remaining indebtedness of \$ 60,000.00 shall be paid together with interest from Nov. 1, 1985, on the principal balance remaining from time to time unpaid, at the rate of 11.5% per annum, in installments as follows: \$ 639.85 or more on the 1st day of Dec. 1, 1985 and \$ 639.85 or more on the 1st day of each month thereafter until said note is fully paid, except that the final payment of principal & interest if not sooner paid shall be due on the 1st day of Nov., 2005. All such payments on account of the indebtedness shall be first applied to interest on the unpaid balance, and the remainder to principal. All of said principal & interest shall be payable at the office of AVENUE BANK & TRUST COMPANY OF OAK PARK, 104 N. Oak Park Avenue, Oak Park, Illinois, 60301. A late charge of 4% of any monthly installment not received by the Note Holder within 15 days after the installment is due, shall be paid;

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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.

(SEAL)

Thomas J. Dolan

(SEAL)

Carolyn Dolan

(SEAL)

This instrument was prepared by Peter J. McDaniel, 104 N. Oak Park Avenue, Oak Park, Illinois (NAME AND ADDRESS)

85315102

UNOFFICIAL COPY

STATE OF _____ }
COUNTY OF _____ } ss.

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 official seal this _____ day of _____ 19____.

Notary Public

STATE OF Illinois DEC 9 1985 30537 • 85515102 • A — Rec 12.01
COUNTY OF Cook } ss.

I, the undersigned
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Thomas J. Dolan and
Carolyn L. Dolan, his wife
personally known to me to be the same persons whose names _____ 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 official seal this 5th day of December 1985.

Mary L. Triebel
Notary Public
My Commission Expires July 6, 1987

STATE OF Illinois } ss. 00 521 68 080 6
COUNTY OF Cook }

I, the undersigned
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Roger J. Neville
Vice, President of Avenue Bank and Trust Co. of Oak Park
and Peter J. McDaniel, A.V.P., 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 Sr. V.P. and
A.V.P., 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 A.V.P. 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 official seal this 5th day of December 1985.

Mary L. Triebel
Notary Public
My Commission Expires July 6, 1987

Box _____
EXTENSION AGREEMENT

WITH

12.01
MAIL TO:
GEORGE E. COLE
LEGAL FORMS
-85-315102

UNOFFICIAL COPY

This instrument was prepared by Peter J. McDaniel, 104 N. Oak Park Avenue, Oak Park, Illinois

(NAME AND ADDRESS)

X Carolyn Dolan (SEAL)

X Thomas J. Dolan (SEAL)

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

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 payment privilege unless expressly provided for, shall remain in full force and effect 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, then liability hereunder shall be joint and several.

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 deemed payable, in the same manner as if said extension had not been granted.

3. 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 in the rate of ~~10~~ percent per annum, and thereafter with monthly payments of principal sum as hereby extended, ~~at the rate of~~ percent per annum, and interest after maturity at the rate of ~~10~~ percent per annum, and to pay both principal and interest in the coin or currency provided for in the mortgage or trust deed hereinafter described, but if that cannot be done legally then in the most valuable legal tender of the United States of America current on the 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 Avenue Bank and Trust Co., of Oak Park.

2. This indenture, made this 21 day of November, 1985, by and between Avenue Bank and Trust Co., of Oak Park, and the owner of the mortgage or trust deed hereinafter described, and Thomas J. Dolan and Carolyn Dolan, his wife 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 Thomas J. Dolan and Carolyn Dolan, his wife dated Sept. 30, 1980, secured by a mortgage or trust deed in the nature of a mortgage registered/recorded Dec. 8, 1980, in the office of the Registrar of Titles/Recorder of Cook County, Illinois, in ~~at page~~ document No. 25016247 conveying to Avenue Bank and Trust Co., of Oak Park certain real estate in Cook County, Illinois described as follows:

Unit No. 512 as delineated on Survey of the following described parcel of real estate (hereinafter referred to as Parcel 1): Lot 9 and the North 132 feet of Lot 10 in Block 2 in Kettling's Addition to 16-07-115-042-166 K

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Box _____

EXTENSION AGREEMENT

WITH

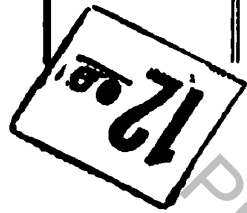
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MAIL TO:



GEORGE E. COLE
LEGAL FORMS

201513-58-



My Commission Expires July 6, 1987

May 6, 1985
day of *December* 1985

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that *Roger J. Newell* Vice President of *Avenue Bank and Trust Co. of Oak Park* and *Peter J. McDanel, A.V.P.*, 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 *A.V.P.* 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 official seal this *5th* day of *December* 1985

May 6, 1985
day of *December* 1985

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that *Thomas J. Dolan and Carolyn L. Dolan, his wife* personally known to me to be the same person, whose name *XXXX* 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 own 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 official seal this *5th* day of *December* 1985

May 6, 1985
day of *December* 1985

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that *XXXX* personally known to me to be the same person, whose name *XXXX* subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as their own 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 official seal this *5th* day of *December* 1985

00 121 58 330 6

12.00

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