

UNOFFICIAL COPY

86445473

This EXTENSION AGREEMENT, made this 25th day of July 1986 by and between AMALGAMATED TRUST & SAVINGS BANK, an Illinois banking corporation, the owner of the mortgage or trust deed hereinafter described, and Amalgamated Trust & Savings Bank as Trustee u/t/a 5141 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 John D'Arco, Pat Frank De Leo and Anna De Leo dated Jan 28, 1986 secured by a mortgage or trust deed in the nature of a mortgage recorded April 16, 1986 in the office of the Recorder of Deeds Cook County, Illinois in book _____ at page _____ as document No. 86146967 conveying to Amalgamated Trust & Savings Bank, as Trustee,

certain real estate in Cook County, Illinois described as follows: Lots 16, 17, 18, 19, 20, 21 and the East 32.0 feet of Lots 36, 37, 38, 39, 40, 41, and also that part of the vacated 8-foot alley lying East of and adjoining said Lots 36 through 41 both inclusive all in C. L. Hull's subdivision of Block 6 in Canal Trustee's subdivision of the South East 1/4 of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

*SEE ATTACHED RIDER "A" FOR INTEREST RATE, DEFAULT INTEREST RATE, INTEREST RATE FLUCTUATION AND HYPOTHECATION INFORMATION JOHN D'ARCO, PAT FRANK & ANNA DELEO 17-17-409-021, 022, 023 & 024. The amount of principal remaining unpaid on the indebtedness is \$ 115,983.21

3. Said remaining indebtedness of \$ 115,983.21 plus interest from this date on the balance of principal remaining from time to time unpaid at the simple annual rate of * per cent shall be paid in installments of principal and interest as follows: *see attached rider for interest rate INTEREST ONLY- - - - -

on the 23rd day of August, 1986, and INTEREST ONLY - - - - - on the 23rd day of each month thereafter until said indebtedness is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 23rd day of October, 1986 and the Owner in consideration of such extension promise and agrees to pay the entire indebtedness secured by said mortgage or trust deed plus interest as and when therein provided, as hereby extended, and to pay interest after maturity or default at the rate of * 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 Amalgamated Trust & Savings Bank, One West Monroe Street, Chicago, Illinois 60603. *see attached rider for default interest rate

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 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 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 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 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 Extension Agreement the day and year first above written. Amalgamated Trust & Savings Bank as Trustee u/t/a 5141

AMALGAMATED TRUST & SAVINGS BANK By: [Signature] Exec. Vice President Attest: [Signature] Secretary

BY: _____ (SEAL) See attached Rider for signature of Trustee (SEAL)

This instrument prepared by Thomas H. Raleigh One West Monroe Street Chicago, Illinois 60603

UNOFFICIAL COPY

FOR INDIVIDUAL OWNER (S)

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 notarial seal this _____ day of _____ 19____

Notary Public

FOR LAND TRUST OWNER

STATE OF _____

COUNTY OF _____

SS.

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

FOR CORPORATE OWNER

STATE OF _____

COUNTY OF _____

SS.

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

86445473

STATE OF ILLINOIS

COUNTY OF COOK

SS.

CHRISTINE O'BRIEN

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

ROBERT M WROBEL, EXEC. VICE, President of AMALGAMATED TRUST & SAVINGS BANK and JOHN L. MULLEN, 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 _____ 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 16TH day of SEPTEMBER 1986.

OFFICIAL SEAL

Christine O'Brien
Notary Public, State of Illinois
My Commission Expires 8/15/90

Christine O'Brien
Notary Public

FOR AMALGAMATED BANK

UNOFFICIAL COPY

86445473

RIDER "A"

INTEREST RATE, DEFAULT INTEREST RATE AND INTEREST RATE FLUCTUATION

The interest rate being charged on this extension will at all times be equal to the prime rate as quoted in The Wall Street Journal - Money Rates section, plus 1% as said rate may fluctuate daily. If at any time The Wall Street Journal - Money Rates section quotes more than one prime rate and/or quotes a range of prime rates, the interest rate being charged on this extension will be equal to the highest prime rate then being quoted in The Wall Street Journal - Money Rates section, plus 1% of 1%. In the event such prime rate fluctuates either up or down while any portion of this extension shall remain unpaid, the interest rate being charged on this extension shall be adjusted so that it shall at all times equal the highest prime rate then being quoted in The Wall Street Journal - Money Rates Section, plus 1% as said prime rate fluctuates daily.

Upon default pursuant to the terms of this extension or the Trust Deed, Note, or other collateral documentation which secures it, or after maturity, the default interest rate being charged on this extension will be equal to the prime rate as quoted in The Wall Street Journal - Money Rates section, plus 5% as said rate may fluctuate daily. If at any time The Wall Street Journal - Money Rates section quotes more than one prime rate and/or quotes a range of prime rates, the interest rate being charged on this extension during a period of default or after maturity will be equal to the highest prime rate then being quoted in The Wall Street Journal - Money Rates section plus 5%. In the event such prime rate fluctuates either up or down during a period of default or after maturity, the interest rate being charged on this extension shall be adjusted so that it shall at all times equal the highest prime rate then being quoted in The Wall Street Journal - Money Rates section plus 5% as said prime rate fluctuates daily.

The signer of this Extension Agreement has hypothecated its interest in the within described real property to support a commercial note dated January 28, 1986 and renewed July 25, 1986 for \$115,983.21 signed by John D'Arco, Pat Frank De Leo and Anna De Leo.

86445473

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000

UNOFFICIAL COPY

Rider attached to

Trust Agreement

Dated:

July 25, 1986

This instrument is executed by AMALGAMATED TRUST & SAVINGS BANK, not in its individual corporate capacity, but as Trustee as aforesaid, and it is expressly agreed that nothing herein contained shall be construed as creating any liability on said AMALGAMATED TRUST & SAVINGS BANK in its individual corporate capacity with respect to any warranty or representation contained in this instrument, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right or interest hereunder, and the parties hereto and such other persons shall accept this instrument upon the express condition that no duty shall rest upon said AMALGAMATED TRUST & SAVINGS BANK, either in its individual corporate capacity, or as said Trustee, to collect, receive, sequester or retain for any purpose the rents, issues and profits arising from the property hereinabove described or the property or funds at any time subject to said Trust Agreement, or the proceeds arising from the sale or other disposition of any such property, or to continue as such Trustee, or to retain any right, title or interest in or to the property hereinabove described or in or to any part of all of the property or funds at any time subject to said Trust Agreement.

AMALGAMATED TRUST & SAVINGS BANK,
not individually, but as Trustee
under Trust No. 5141

By:

Edward C. Sweigard
Vice President

ATTEST:

SEP-30-86

44545 86445473 u A Rec

13.00

B.P. Helms

Assistant Secretary

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

I, BARBARA JEAN SCALES, a Notary Public in and for said County, in the State aforesaid, do hereby certify, that Edward C. Sweigard Vice President of AMALGAMATED TRUST & SAVINGS BANK, and B.P. Helms Assistant Secretary of said banking corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 acts, and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said banking corporation to said instrument as her own free and voluntary act, and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth.

1300 E

GIVEN under by hand and Notarial Seal

This 15TH day of Sept., 19 86

Barbara Jean Scales
Notary Public

MY COMMISSION EXPIRES JUNE 8, 1989

MY COMMISSION EXPIRES: _____

86445473

86-445473

31 SEP 86 12 35

UNOFFICIAL COPY

Property of Cook County Clerk's Office

88-110111

82458509

82458509