

CL0028

FORM NO 1090  
April, 1980

EXTENSION AGREEMENT  
(ILLINOIS)

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

86529925

This Indenture, made this 15th day of October, 1986, by and between Commercial National Bank of Berwyn, A National Banking Corporation

the owner of the mortgage or trust deed hereinafter described, and Joel Willard and Ann Delff Willard, 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 Fifty thousand and no/100ths (\$50,000.00)--

Above Space For Recorder's Use Only

& Assignment of Rents  
dated April 18, 1985, secured by a mortgage or trust deed in the amount of a mortgage registered/recorded  
April 26, 1985 in the office of the Recorder of Cook County, Illinois, in  
November 6, 1985 at page 27 526 888 as document No. 85270385 conveying to  
Commercial National Bank of Berwyn

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

Lots 38, 39 and 40 in E. A. Cummings and Company's 63rd Street Subdivision of the West 1/2 of the South East 1/4 of Section 18, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent R.E. Tax I.D. No. 20-18-400-001-0000, lot 38, 40  
20-18-400-002-0000, lot 36 p/c

HOWEVER, IF ALL OR ANY PART OF THE PROPERTY IS SOLD OR TRANSFERRED WITHOUT LENDER'S PRIOR WRITTEN CONSENT, LENDER MAY DECLARE THE ENTIRE LOAN BALANCE TO BE IMMEDIATELY DUE AND PAYABLE AND AFTER 30 DAYS BORROWERS CAN BECOME LIABLE FOR EXPENSES OF FORECLOSURE INCLUDING COURT COSTS AND REASONABLE ATTORNEY'S FEES.

2. The amount remaining unpaid on the indebtedness is \$ 50,000.00

3. Said remaining indebtedness of \$ 50,000.00 shall be paid on or before October 15, 1987. Due and payable as a single payment One (1) year after date. Due: 10/15/87. Interest payable monthly.

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 October 16, 1987, at the rate of 10.50 per cent per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of 20 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 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 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.

(SEAL)

X

Joel Willard

(SEAL)

X

Ann Delff Willard

(SEAL)

This instrument was prepared by John P. Smithwick, V.P., Commercial National Bank of Berwyn  
(NAME AND ADDRESS) 3322 So. Oak Park Avenue  
Berwyn, IL 60402

86529925

# UNOFFICIAL COPY

STATE OF Illinois

COUNTY OF Cook

ss.

I, Kim Zajac  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Joel Willard and Ann Deflf Willard, his wife,  
personally known to me to be the same person and whose name 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.

GIVEN under my hand and official seal this 15th day of October 19 86.

*Kim Zajac*  
Notary Public

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 \_\_\_\_\_

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 thereof 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 \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_.

Notary Public

15.00

*227*  
*mail*



MAIL TO:

Commercial National Bank of Berwyn  
3322 So. Oak Park Avenue  
Berwyn, IL 60402

Stock Form 1090 - Replaces Form 1090, 1090A, 1090B, 1090C, 1090D, 1090E, 1090F, 1090G, 1090H, 1090I, 1090J, 1090K, 1090L, 1090M, 1090N, 1090O, 1090P, 1090Q, 1090R, 1090S, 1090T, 1090U, 1090V, 1090W, 1090X, 1090Y, 1090Z

86529925

Box

EXTENSION AGREEMENT

Commercial National Bank of Berwyn,

A National Banking Corporation  
WITH

Joel Willard and Ann Deflf

Willard, his wife

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