

UNOFFICIAL COPY

This Indenture, made this 1st day of October, 1985, by and between
COLONIAL BANK AND TRUST COMPANY OF CHICAGO

the owner of the mortgage or trust deed hereinafter described, and Richard C. Chapman and Harriet L. Chapman, his wife, and James Chapman and Ellen D. Chapman, 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 Ten Thousand and 00/100ths -----Dollars dated October 16, 1975, secured by a mortgage or trust deed in the nature of a mortgage registered recorded October 27, 1975, in the office of the ~~Register of Deeds~~ Recorder of Cook County, Illinois, in ~~XXXXXX~~ as document No. 23270295 conveying to COLONIAL BANK AND TRUST COMPANY OF CHICAGO

certain real estate in Cook County, Illinois described as follows:
Lot 17 in Fifth Addition to Charmaine Estates, a Subdivision in the East Half of the South East Quarter of Section 11, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 4851 N. Crescent, Norridge, Illinois
P.I.N.: 12-11-415-029-0000

2. The amount remaining unpaid on the indebtedness is \$ 4,655.15

3. Said remaining indebtedness of \$ 4,655.15 shall be paid on or before November 1, 1988 and shall be payable as follows: \$151.85, principal and interest, on the first day of December, 1985 and on the first day of each month thereafter until paid in full with a final payment due on or before November 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 until maturity of said principal sum as hereby extended, at the rate of 10.75 per cent per annum, and interest after maturity at the rate of 13.75 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 each 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

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.

James A. Chapman (SEAL)
Richard C. Chapman (SEAL)
Harriet Chapman (SEAL)

This instrument was prepared by D. Ward, Colonial Bank and Trust Company of Chicago,
5850 W. Belmont Ave., Chicago, IL 60634 (NAME AND ADDRESS)

Box 63

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