

UNOFFICIAL COPY

This Indenture, made this 6th day of January, 1985, by and between

COLONIAL BANK AND TRUST COMPANY OF CHICAGO

the owner of the mortgage or trust deed hereinafter described, and EMIL KAPUSTA

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 FIFTEEN THOUSAND & 00/100THS

dated Jan 10, 1985, secured by a mortgage or trust deed in the nature of a mortgage registered recorded

Jan 25, 1985, in the office of the Registrar of Titles of COOK County, Illinois, in Recorder

of _____ at page _____ as document No. 27418658 conveying to

COLONIAL BANK AND TRUST COMPANY OF CHICAGO

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

Unit 6A as Delineated on the Survey of the Following Described Parcel of Real Estate (Herein after referred to as Parcel):

Lot 5 and the North 40.0 feet of Lot 6 in Rutherford's Second Addition to Mont Clare in the North East 1/4 of Section 25, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois which Survey is attached as Exhibit "A" to the Declaration of Condominium Ownership made by Maywood Proviso State Bank, as Trustee under Trust Agreement dated June 15, 1969 known as Trust # 2002 and recorded in the office of the Recorder of Deeds of Cook County, Illinois on December 7, 1973 as Document # 22566022, together with an undivided 4.102 per cent interest in said Parcel (excepting from said Parcel all the property and space comprising all units as defined and set forth in said Declaration and Survey) in Cook County, Il.

- 2. The amount remaining unpaid on the indebtedness is \$ 15,000.00
- 3. Said remaining indebtedness of \$ 15,000.00 shall be paid on or before January 7, 1987

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 _____, 19____, at the rate of _____ per cent per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of _____ per cent per annum, and interest after maturity 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 COLONIAL BANK AND TRUST COMPANY OF CHICAGO 5850 W Belmont Ave Chicago IL 60634

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.

Emil Kapusta (SEAL)
EMIL KAPUSTA

_____ (SEAL)

This instrument was prepared by COLONIAL BANK AND TRUST 5850 W. BELMONT CHICAGO, ILLINOIS (SEAL)

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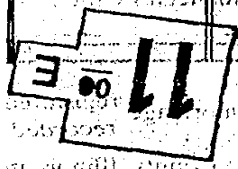
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WITH



GEORGE E. COLE
LEGAL FORMS



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54929-06615754 A

Notary Public

GIVEN under my hand and notarial seal this _____ day of _____ 19____
and purposes therein set forth.
I, _____ Secretary of said Corporation, who are per-
sonally 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 acknowl-
edged that, as custodian of the corporate seal of said Corporation, he did affix said corporate seal to said in-
strument 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.

A Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____
President of _____

COUNTY OF _____

STATE OF _____

Notary Public

GIVEN under my hand and notarial seal this _____ day of _____ 19____
including the release and waiver of right of homestead
free and voluntary act, for the uses and purposes therein
set forth, including the release and waiver of right of homestead.
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 deli-
vered the said instrument as _____

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

COUNTY OF _____

STATE OF _____

Notary Public
My Commission Expires Nov. 8, 1987

GIVEN under my hand and notarial seal this _____ day of _____ 19____
including the release and waiver of right of homestead
free and voluntary act, for the uses and purposes therein
set forth, including the release and waiver of right of homestead.
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 deli-
vered the said instrument as _____

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

COUNTY OF Cook

STATE OF Illinois