

UNOFFICIAL COPY

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

This Indenture, made this 10th day of January, 19 86, by and between The Avenue Bank & Trust Company of Oak Park Illinois, a State Banking Corporation,

the owner of the mortgage or trust deed hereinafter described, and The Avenue Bank & Trust Company of Oak Park as Trustee under Trust #230, dated August 20, 1962,

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 The Avenue Bank & Trust Company of Oak Park as Trustee under Trust 230 dated August 20, 1962

dated October 15, 1980, secured by a mortgage or trust deed in the nature of a mortgage registered/recorded December 15, 1980, in the office of the Registrar of Titles/Recorder of Cook County, Illinois, in of _____ at page _____ as document No. 25705533 conveying to _____

The Avenue Bank & Trust Company of Oak Park Illinois, an Illinois Banking Corporation, certain real estate in Cook County, Illinois described as follows:

Lots 8 and 9 in Block 15 in Ridgeland, a Subdivision of the East half of the East half of Section 7 and the Northwest quarter and the West half of the West half of the Southwest quarter of Section 8, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

P. I. N. 16-08-108-016 LT 8
017 LT 9 BM

2. The amount remaining unpaid on the indebtedness is \$ _____

3. Said remaining indebtedness of \$ _____ shall be paid on or before _____

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 _____
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 Village of _____ 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 _____
104 N. Oak Park Avenue Oak Park, Illinois 60301

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 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.
Avenue Bank & Trust Company (SEAL) Avenue Bank & Trust Company of Oak Park Illinois (SEAL)
as Trustee Under Trust Number 230

BY: Peter J. McDaniel (SEAL)
Assistant Vice President

BY: [Signature] (SEAL)

ATTEST: [Signature]

ATTEST: [Signature] (SEAL)

This instrument was prepared by Peter J. McDaniel Avenue Bank & Trust Company
104-N-Oak Park Avenue Oak Park, Illinois 60301

BOX 153

UNOFFICIAL COPY

STATE OF ILLINOIS
COUNTY OF DUPAGE } ss.

I, THE UNDERSIGNED

a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that GEORGE R. JOHNSON 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 his 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 10th day of JANUARY 1986

[Signature]
Notary Public

STATE OF ILLINOIS
COUNTY OF COOK } ss.

I, THE UNDERSIGNED

a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that PETER J. McDONOUGH & DAVID S. ANDERSON 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 11th day of JANUARY 1986

[Signature]
Notary Public
My Commission Expires 7/17/88

STATE OF ILLINOIS
COUNTY OF DUPAGE } ss.

I, THE UNDERSIGNED

a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that FRANK [unclear] SR. VICE President of AVENUE BANK & TRUST COMPANY OF OAK PARK and STANSON L. STURBR TRUST OFFICER 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 TRUST OFFICER, 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 TRUST OFFICER 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 10th day of JANUARY 1986

[Signature]
Notary Public

DEPT-01-RECORDING \$13.00
T#3333 TRAN 1591 01/29/86 09:58:00
#0007 # 0 * 06-08-9000

Box **BOX 153**
EXTENSION AGREEMENT
WITH

13.00
MAIL TO:
AVENUE BANK & TRUST COMPANY
OF OAK PARK
164 NORTH OAK PARK AVENUE
OAK PARK, ILLINOIS 60301
GEORGE E. COLE
LEGAL FORMS

06-020080-98

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Property of Cook County Clerk's Office

The undersigned for themselves, their heirs, executors, successors and assigns, do hereby jointly and severally guarantee the repayment of the balance of the note described in the EXTENSION AGREEMENT on the reverse side hereof and the performance of all of the terms of said EXTENSION AGREEMENT on the part of the Party of the Second Part.

_____ 86039980

① *George Johnson* Mr

The amount remaining on the indebtedness is \$ 106,595.⁴⁵ Said remaining indebtedness of \$ 106,189.97 shall be paid together with interest from Dec. 1, 1985, on the principal balance remaining from time to time unpaid, at the rate of 10.25% per annum, in installments as follows: \$ 1046.38 or more on the 1st day of Jan. 1986, and \$ 1046.38 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 December, 1988. 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;

86039980

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