

This Indenture, made this 15th day of January 1986, by and between

Bank of Yorktown

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

Richard L. Cherry

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 Richard L. Cherry

dated July 19, 1985, secured by a mortgage or trust deed in the nature of a mortgage recorded July 30, 1985 in the office of the Recorder of Cook County,

Illinois, as document No. 85-123632 conveying to Bank of Yorktown, as Trustee

certain real estate in Cook County, Illinois described as follows: Lots 4, 5 and the East 1/2 of Lot 6 in Block 1 in DeMarest and Kamerling's Columbian Subdivision of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

Permanent Tax Number : 16-01-419-019
Permanent Tax Number : 16-01-419-018
East 1/2 of Lot 6

Volume: 536 - Affects: Lot 4
Volume: 536 Affects: Lot 5 and the

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- 2. The amount remaining unpaid on the indebtedness is \$28,000.00
3. Said remaining indebtedness of \$28,000.00 shall be paid on or before July 15, 1986 in monthly principal installments of \$500.00 plus interest beginning February 15, 1986.

and the Owner in consideration of such extension promises and agrees to pay the entire indebtedness secured by said mortgage or trust deed as and when therein provided, as hereby extended, and to pay interest thereon monthly until July 15, 1986 at the rate of Prime + 2.0 per cent per annum and thereafter until maturity of said principal sum as hereby extended, at the rate of Prime + 2.0 per cent per annum and interest after maturity at the rate of four per cent per annum; and to pay both principal and interest in the coin or currency provided for in the mortgage or trust deed hereinafove 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 Lombard 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 Bank of Yorktown

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 WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Indenture the day and year first above written.

Consented and Agreed to: Bank of Yorktown
By: Kay Hanley, CLO

X [Signature] (SEAL)
Richard L. Cherry (SEAL)

Prepared by Bank of Yorktown under the supervision of David Green, AML, Bank of Yorktown One Yorktown Center Lombard, IL 60148



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UNOFFICIAL COPY

STATE OF Illinois

COUNTY OF DeWitt

I, Mary A. Golden  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that

Richard L. Cherry  
personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as a 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 15th day of January 1986.

Mary A. Golden  
Notary Public

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

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EXTENSION AGREEMENT

WITH

-86-048539

30011

PROPERTY OF COOK COUNTY CLERK'S OFFICE

FEB-14-86 5 20 9 5 86048539