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

86069000

This Indenture, made this 2nd day of January, 1986, by and between AVENUE BANK & TRUST COMPANY OF OAK PARK, an Illinois Banking Corporation, the owner of the mortgage or trust deed hereinafter described, and LASALLE NATIONAL BANK as successor of trustee to the Exchange National Bank of Chicago, IL known as trust No. 10-29450-09 dated September 11, 1974 representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"),
WITNESSETH:

Above Space For Recorder's Use Only

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal promissory note or notes of LASALLE NATIONAL BANK as successor between trustee to the Exchange National Bank of Chicago, IL known as trust No. 10-29450-09 dated September 11, 1974 dated 10/9, 1984, secured by a mortgage or trust deed in the nature of a mortgage registered/recorded October 16, 1984, in the office of the Registrar of Titles/Recorder of Cook County, Illinois, in xxx page as document No. 27294987 conveying to AVENUE BANK & TRUST COMPANY OF OAK PARK, an Illinois Banking Corporation certain real estate in Cook County, Illinois described as follows:

The North 36.0 feet of the West 52.0 feet of the East 214.0 feet of Lot 2 in Block 1 in Subdivision of that part of Lot 1 and that part of Lot 2 lying East of Thatcher Road in Owners Subdivision in the North West 1/4 of the North West 1/4 of Section 1, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

- 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 _____, 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 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 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.

AVENUE BANK & TRUST COMPANY OF OAK PARK
BY: _____ (SEAL)
Attested: _____
LASALLE NATIONAL BANK as successor trustee to the Exchange National Bank of Chicago
LA SALLE NATIONAL BANK as Trustee under (SEAL)
Trust No. 10-29450-09 dated September 11, 1974 personally

This instrument was prepared by PETER J. O'CONNOR Vice President
AVENUE BANK & TRUST COMPANY OF OAK PARK
104 NORTH OAK PARK AVENUE
OAK PARK, ILLINOIS 60301
Assistant Secretary

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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 Joseph and Karen Albano, his wife
personally known to me to be the same person s whose name s 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 _____ day of _____ 19__

Notary Public

STATE OF Illinois }
COUNTY OF Cook }
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 she 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, the undersigned
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Roger J. Neville, Senior Vice, President of Avenue Bank & Trust Company, and Assistant Vice President, 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 S. V. P. and A. V. P., 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 A. V. P. Secretary thereof 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 _____ day of _____ 19__

Notary Public

86069080

Box _____

EXTENSION AGREEMENT

WITH

MAIL TO:

GEORGE E. GOLES
LEGAL FORMS

UNOFFICIAL COPY

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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.

Joseph Albano
Joseph Albano

Karen Albano
Karen Albano

The amount remaining on the indebtedness is \$ 49,848.39. Said remaining indebtedness of \$ 49,848.39 shall be paid together with interest from Jan. 1, 1986, on the principal balance remaining from time to time unpaid, at the rate of 10.5% per annum, in installments as follows: \$ 551.02 or more on the 1st day of Feb. 1986, and \$ 551.02 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 January 2001. 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;

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Property of Cook County Clerk's Office

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RIDER ATTACHED TO AND MADE A PART OF
(TRANSPORT AGREEMENT) 0 0
MORTGAGE (EXTENSION AGREEMENT)
(ADDITIONAL ADVANCE AGREEMENT)

Dated January 2, 1986

Under Trust No. 10-29450-09

This instrument is executed by LASALLE NATIONAL BANK, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants, and conditions to be performed by LASALLE NATIONAL BANK are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against LASALLE NATIONAL BANK by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said LASALLE NATIONAL BANK, either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon LASALLE NATIONAL BANK, personally or as said Trustee, to sequester the rents, issues and profits arising from the disposition thereof; but so far as said trustee and its successors and said LASALLE NATIONAL BANK personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefore and as provided in said note or by action to enforce the personal liability of the guarantor, if any.

19 FEB 86 10:30

THE
JAN 19 1986
FEB 19 86

STATE OF ILLINOIS)
) SS
COUNTY OF COOK

86069000

I, Evelyn F. Moore a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT JAMES A. CLARK Assistant Vice President of LA SALLE NATIONAL BANK, and William H. Dillon Assistant Secretary of said Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he, as custodian of the Corporate Seal of said Bank, did affix said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.



86-069000

GIVEN under my hand and Notarial Seal this 2nd day of January, A.D. 1986

My Commission Expires August 9, 1989

Evelyn F. Moore
Notary Public

14.00

