

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

86095892

This Indenture, made this 15th day of December, 1985, by and between Jefferson State Bank, an Illinois Banking Corporation, the owner of the mortgage or trust deed hereinafter described, and Jefferson State Bank, as Trustee under Trust Agreement dated 2-18-83 and known as Trust No. 1139, 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 TWO HUNDRED THOUSAND AND 00/100---(\$200,000.00)--- Dollars

dated March 1, 1983, secured by a mortgage or trust deed in the nature of a mortgage registered/recorded March 1, 1983, in the office of the Registrar of Titles/Recorder of Cook County, Illinois, of at page as document No. 26521169 conveying to Chicago Title & Trust Company, Trustee

certain real estate in Cook County, Illinois described as follows:  
The South 55 feet of Lot 6, all of Lots 7, 8, 9, 10 and 11 in Block 7, also all of Lot 11 in Block 8, all in William L. Wallen's Edgewater Golf Club Addition to Rodgers Park in the South East 1/4 of the South East 1/4 of Section 36, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. Commonly known as: 2434-56 W. Devon Ave., Chicago, Illinois.

PIN: 10-36-430-025-029  
10-36-431-012

JEFFERSON STATE BANK  
BY: JOHN CONSTANT  
3701 WEST LAWRENCE AVE.  
CHICAGO, ILLINOIS 60630

Exoneration provision restricting any liability of the Jefferson State Bank stamped hereon reverse side hereof, where expressly made a part of the

\*Prime Rate shall mean the rate of interest most recently announced by the Continental Illinois National Bank & Trust Company of Chicago, as its "Prime Rate". The term "Prime Rate" is only for the internal convenience of the bank, and no representation is being made or intended that the rate is either the lowest, the best or a favored rate.

- 2. The amount remaining unpaid on the indebtedness is \$ 165,000.00.
- 3. Said remaining indebtedness of \$ 165,000.00 shall be paid on or before September 15, 1986

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 September 15, 1986, at the rate of two points over prime rate floating until maturity of said principal sum as hereby extended, at the rate of two points over prime rate floating until maturity of said principal sum as hereby extended, and to pay both principal and interest in the coin or currency provided for in the mortgage or trust deed herein above 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 Jefferson State Bank, 5301 West Lawrence Chicago, Illinois 60630 \*\*five points over prime rate.

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.  
JEFFERSON STATE BANK  
BY: [Signature] (SEAL)  
Its Vice President  
ATTEST: [Signature]  
Its Assistant Vice President

JEFFERSON STATE BANK, not personally, but as Trustee under Trust Agreement dated 2-18-83 and known as Trust No. 1139.  
BY: [Signature] (SEAL)  
Trust Officer  
ATTEST: [Signature] (SEAL)  
Eugene D. Lowe  
Trust Officer

This instrument was prepared by Jefferson State Bank, 5301 W. Lawrence Ave., Chicago, IL. 60630 (NAME AND ADDRESS)

86095892

# UNOFFICIAL COPY

STATE OF Illinois

SS.

COUNTY OF Cook

I, Margaret A. Shotwell  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Penelope Jackson, Trust Officer of Jefferson State Bank 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 she signed and delivered the said instrument as her 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 March 1986.

Margaret A. Shotwell  
Notary Public

Margaret A. Shotwell  
Notary Public  
My Comm. exp. 1-18-88

STATE OF Illinois

SS.

COUNTY OF Cook

I, Margaret A. Shotwell  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Eugene O. Howe, Trust Officer of Jefferson State Bank 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 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 March 1986.

Margaret A. Shotwell  
Notary Public

Margaret A. Shotwell  
Notary Public  
My Comm. exp. 1-18-88

STATE OF Illinois

SS.

COUNTY OF Cook

I, Margaret A. Shotwell  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that John Constant Vice President of Jefferson State Bank and Virginia Kelly, Asst Vice Pres. 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 Vice Pres. and Asst. Vice Pres., 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 Asst. Vice Pres. Secretary 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 March 1986.

Margaret A. Shotwell  
Notary Public

Margaret A. Shotwell  
Notary Public  
Comm. exp. 1-18-88

86095892

DEPT-01 RECORDING  
\$11.25  
140323 TRFN 0434 03/11/86 12:00:00  
# 18804 \* 0-6-98-000000



ENDORSED AND DELIVERED BY THE JEFFERSON STATE BANK AT CHICAGO, ILL. IN ITS INDIVIDUAL CAPACITY, BUT SOLELY IN THE CAPACITY HEREIN DESCRIBED, FOR THE PURPOSE OF BRINGING THE HEREIN DESCRIBED PROPERTY, AND IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO, ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THAT EACH AND ALL OF THE UNDERTAKINGS AND AGREEMENTS HEREIN MADE ARE MADE AND INTENDED NOT AS PERSONAL UNDERTAKINGS AND ARRANGEMENTS OF THE TRUSTEE, OR FOR THE PURPOSE OF BRINGING THE TRUSTEE PERSONALLY, BUT EXECUTED AND DELIVERED BY THE TRUSTEE SOLELY IN THE EXERCISE OF THE POWERS CONFERRED UPON IT AS SUCH TRUSTEE, AND NO PERSONAL LIABILITY OR PERSONAL RESPONSIBILITY IS ASSUMED BY, OR SHALL AT ANY TIME BE ASSERTED OR ENFORCED AGAINST SAID TRUSTEE ON ACCOUNT HEREOF OR ON ACCOUNT OF ANY UNDERTAKING OR AGREEMENT HEREIN CONTAINED, UNLESS EXPRESSED OR IMPLIED, INCLUDING PERSONAL LIABILITY IF ANY, BEING HEREBY EXPRESSLY WAIVED AND RELEASED BY ALL OTHER PARTIES HERETO, AND THESE CLAIMS BY, THROUGH, OR UNDER THEM.

MAIL TO:  
Jefferson State Bank  
Sally W. Lawrence  
Chicago, IL 60650

GEORGE E. COLE  
LEGAL FORMS

BOX

EXTENSION AGREEMENT

WITH

86-095892