

is EXTENSION AGREEMENT, made this 23rd day of October 1987 and between AMALGAMATED TRUST & SAVINGS BANK, an Illinois banking corporation, as owner of the mortgage or trust deed hereinafter described, and AMALGAMATED TRUST AND SAVINGS BANK AS TRUSTEE U/T/A 5141

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 PAT FRANK DELEO AND ANNA DELEO AND JOHN A. D'ARCO dated JAN 28, 1986 secured by a mortgage or trust deed in the nature of a mortgage recorded APRIL 16, 1986, in the office of the Recorder of Deeds COOK County, Illinois in book _____ at page _____ as document No. 86146967 conveying to Amalgamated Trust & Savings Bank, as Trustee, certain real estate in COOK County, Illinois described as follows:

LOTS 16, 17, 18, 19, 20, 21 AND THE EAST 32.0 FEET OF LOTS 36, 37, 38, 39, 40, 41 AND ALSO THAT PART OF THE VACATED 8-FOOT ALLEY LYING EAST OF AND ADJOINING SAID LOTS 36 THROUGH 41 BOTH INCLUSIVE ALL IN C. J. HULL'S SUBDIVISION OF BLOCK 6 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ** SEE ATTACHED RIDER "A" FOR INTEREST RATE, DEFAULT INTEREST RATE, INTEREST RATE FLUCTUATION

2. The amount of principal remaining unpaid on the indebtedness is \$106,000.00 PAT FRANK AND ANNA DELEO 17-17-409-021, 022, 023, AND 024

3. Said remaining indebtedness of \$106,000.00 plus interest from this date on the balance of principal remaining from time to time unpaid at the simple annual rate of ** per cent shall be paid in installments of principal and interest as follows:

INTEREST ONLY Dollars (\$) on the 23rd day of November 1987 and INTEREST ONLY Dollars (\$) on the 23rd day of each MONTH thereafter until said indebtedness is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 24th day of October 1988

and the Owner in consideration of such extension promises and agrees to pay the entire indebtedness secured by said mortgage or trust deed plus interest as and when therein provided, as hereby extended, and to pay interest after maturity or default 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 Amalgamated Trust & Savings Bank, One West Monroe Street, Chicago, Illinois 60603.

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 Extension 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 Extension Agreement shall inure to the benefit of any holder of said principal note or notes and interest notes and shall bind 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 Extension Agreement the day and year first above written.

AMALGAMATED TRUST & SAVINGS BANK By: [Signature] President Attest: [Signature] Secretary

AMALGAMATED TRUST & SAVINGS BANK AS TRUSTEE UNDER TRUST NO. 5141 (SEAL) (see attached Rider for signature of pt. Trustee) (SEAL)

This document prepared by:

67628613

UNOFFICIAL COPY

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

STATE OF _____

COUNTY OF _____

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

Assistant Vice-President of the _____ and Assistant Secretary of said Bank, who are 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 the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____ 19____

Notary Public

STATE OF _____

COUNTY OF _____

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

and _____, President of _____ 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 _____ 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 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 notarial seal this _____ day of _____ 19____

Notary Public

STATE OF _____

COUNTY OF _____

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

and _____, President of AMALGAMATED TRUST & SAVINGS BANK and _____ Secretary of said Bank, who are personally 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 Bank, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that, as custodian of the corporate seal of said Bank, 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 Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____ 19____

Notary Public

FOR INDIVIDUAL OWNER(S)

FOR LAND TRUST OWNER

FOR CORPORATE OWNER

57628613

FOR AMALGAMATED BANK

I, _____, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____, President of AMALGAMATED TRUST & SAVINGS BANK, Secretary of said Bank, who are personally 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 Bank, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that, as custodian of the corporate seal of said Bank, 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 Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____ 19____

STATE OF _____
 COUNTY OF _____
 ss. _____
 Notary Public

I, _____, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____, President of _____, 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 _____ 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 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 notarial seal this _____ day of _____ 19____

STATE OF _____
 COUNTY OF _____
 ss. _____
 Notary Public

I, _____, Assistant Vice-President of the _____, who are 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 the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Bank, did affix the corporate seal to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____ 19____

STATE OF _____
 COUNTY OF _____
 ss. _____
 Notary Public

I, _____, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____, whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ 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____

STATE OF _____
 COUNTY OF _____
 ss. _____
 Notary Public

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67628613
This EXTENSION AGREEMENT, is made this 23rd day of September, 1987, by and between AMALGAMATED TRUST & SAVINGS BANK, an Illinois banking corporation, and the owner of the mortgage or trust deed hereinafter described, and

AMALGAMATED TRUST AND SAVINGS BANK AS TRUSTEE U/T/A 5141 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 PAT FRANK DELEO AND ANNA DELEO AND JOHN A. D'ARCO dated JAN 28, 1986 secured by a mortgage or trust deed in the nature of a mortgage recorded APRIL 16, 1986, in the office of the Recorder of Deeds COOK County, Illinois at page _____ as document No. 86146967 conveying to Amalgamated Trust & Savings Bank, as Trustee, COOK County, Illinois certain real estate in COOK County, Illinois described as follows:

LOTS 16, 17, 18, 19, 20, 21 AND THE EAST 32.0 FEET OF LOTS 36, 37, 38, 39, 40, 41 AND ALSO THAT PART OF THE VACATED 8-FOOT ALLEY LYING EAST OF AND ADJOINING SAID LOTS 36 THROUGH 41 BOTH INCLUSIVE ALL IN C. J. HULL'S SUBDIVISION OF BLOCK 6 IN CANAL TRUSTEE'S SUB-DIVISION OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
** SEE ATTACHED RIDER "A" FOR INTEREST RATE, DEFAULT INTEREST RATE, INTEREST RATE FLUCTUATION

2. The amount of principal remaining unpaid on the indebtedness is \$106,000.00 PAT, FRANK AND ANNA DELEO 17-17409-021, 022, 023, AND 024
3. Said remaining indebtedness of \$106,000.00 plus interest from this date on the balance of principal remaining from time to time unpaid at the simple annual rate of ** per cent shall be paid in installments of principal and interest as follows:

INTEREST ONLY
on the 23rd day of November, 1987 and INTEREST ONLY
Installments (\$ _____) on the _____ day of each MONTH thereafter until said indebtedness is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 24th day of October, 1988

and the Owner in consideration of such extension promises and agrees to pay the entire indebtedness secured by said mortgage or trust deed plus interest, and when therein provided, as hereby extended, and to pay interest after maturity or default 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 hereinafter 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 bank or 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 Amalgamated Trust & Savings Bank, One West Monroe Street, Chicago, Illinois 60603.

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 Extension 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 Extension Agreement shall inure to the benefit of any holder of said principal note or notes and interest notes and shall bind 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 Extension Agreement the day and year first above written.

AMALGAMATED TRUST & SAVINGS BANK
By: _____
President
Attest: _____
Secretary

AMALGAMATED TRUST & SAVINGS BANK AS TRUSTEE UNDER TRUST NO. 5141
(SEAL)
(see attached Rider for signature of Trustee)
(SEAL)

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UNOFFICIAL COPY

SCHEDULE "A"

INTEREST RATE FLUCTUATION CLAUSE: The interest rate being charged on this Note is predicated upon a rate of interest 1/2 percentage points over the prime rate in effect at the Amalgamated Trust and Savings Bank in the event such prime rate shall fluctuate either up or down while any portion of this Note shall remain unpaid, the interest rate being charged on this Note shall be adjusted so that it shall at all times equal 1/2 percentage points over such prime rate from time to time in effect.

Default

INTEREST RATE FLUCTUATION CLAUSE: The interest rate being charged on this Note is predicated upon a rate of interest 5 percentage points over the prime rate in effect at the Amalgamated Trust and Savings Bank in the event such prime rate shall fluctuate either up or down while any portion of this Note shall remain unpaid, the interest rate being charged on this Note shall be adjusted so that it shall at all times equal 5 percentage points over such prime rate from time to time in effect.

X [Signature]

X [Signature]

X Anna Marie De Leo

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