

UNOFFICIAL COPY

This Indenture, made this 27th day of November 1987, by and between

Westbank/Westchester

the owner of the mortgage or trust deed hereinafter described, and Westbank/Naperville A/K/A

Washington Bank & Trust Co. U/T/A dated 4/13/87 A/K/A Trust #87-007, 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 trustee, and Ronald S. Bailis

dated May 1, 1987, secured by a mortgage or trust deed in the nature of a mortgage registered, recorded

May 19, 1987 in the office of the Registrar of Titles of Cook County, Illinois, in

City of Chicago at page as document No. 87270237 conveying to

Westbank/Westchester

certain real estate in Cook County, Illinois described as follows:

Lot 7 in Berenz's Subdivision of Part of the East 1/2 of the Northwest 1/4 of Section 20, Township 42 North Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

Address Commonly known as: 123 S. Ela Road Inverness, Illinois 60041

PIN No. 02-20-105-010

87666148

2. The amount remaining unpaid on the indebtedness is \$ 206,000.00

3. Said remaining indebtedness of \$ 206,000.00 shall be paid on or before

March 26, 1988

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 March 26, 1988 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 Westbank/Westchester 1 Westbrook Corp. Center, Westchester, Illinois 60153

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.

\*As set forth in the note extended hereby

By: Ronald S. Bailis (SEAL)

Westbank/Naperville A/K/A Washington Bank & Trust Co. U/T/A Dated 4/13/87 A/K/A Trust #87-007 (SEAL)

This instrument prepared by Westbank

Ed Fitzgerald (NAME AND ADDRESS)  
1 Westbrook Corp. Center  
Westchester, Illinois 60153

First American Title Order #

C-20911

1041

# UNOFFICIAL COPY

EXTENSION AGREEMENT

Box \_\_\_\_\_

WITH \_\_\_\_\_

MAIL TO: \_\_\_\_\_

*137 Mail*

DEPT-91 RECORDS  
\$12.25  
160222 TRAM 6594 12/18/87 12:21:00  
#3311 # 23 # 97-666148  
COOK COUNTY RECORDER

Notary Public

-87-666148

DATE: 12/11/87  
ITS: Trust Officer  
BY: *[Signature]*

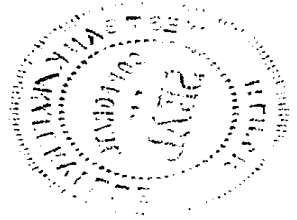


It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Westbank/Naperville or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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Property of Cook County Clerk's Office

American Title Order #

C20911

1987

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Address Commonly known as: 123 S. Elm Road Inverness, Illinois 60041

V-B-D  
PIN No. 02-20-105-010

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EXTENSION AGREEMENT

NO. 1090

87666148