

UNOFFICIAL COPY

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This Indenture, made this 5th day of February 1987, by and between

Drovers Bank of Chicago

the owner of the mortgage or trust deed hereinafter described, and Drovers Bank of Chicago,

as trustee U/T No. 85141

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~~ increase by the amount of \$15,000.00 Drovers Bank of Chicago, as T/U/T No. 85141

dated December 10, 1985, secured by a mortgage or trust deed in the nature of a mortgage ~~registered~~ recorded

in the office of the ~~Registrar of Titles~~ Recorder of Cook County, Illinois, in

of _____ at page _____ as document No. 86018717 conveying to

Drovers Bank of Chicago

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

Lots 12, 13 and 14 in Fisher's Subdivision of Block 2 in Judd and Wilson's Subdivision of Block 6 in Canal Trustees Subdivision of Section 33, Township 39 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois.

3115 South Wallace, Chicago, IL
Perm. Tax No. 17-33-104-012

2. The amount remaining unpaid on the indebtedness is \$ 48,759.03

3. Said remaining indebtedness of \$ 48,759.03 /plus an increase of \$15,000.00 shall be paid on or before January 10, 1989 as follows: \$730.13 (principal) and interest) to commence on the 10th day of March, 1987 and on the 10th day of each month thereafter until said Note is fully paid except that the final payment of principal and interest if not sooner paid, shall be due on the 10th day of January, 1989.

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 January 10, 1989, at the rate of 10.25 per cent per annum, and thereafter, until maturity of said principal sum as hereby extended, at the rate of 10.25 per cent per annum, and interest after maturity at the rate of 14.25 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 note, may from time to time in writing appoint, and in default of such appointment then at Drovers Bank of Chicago

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.

DROVERS BANK OF CHICAGO, as trustee

Consented and Agreed To:

BY: Robert L. Bandy (SEAL)
Asst. Vice President

Thomas DiPiazza

ATTEST: Lynelle C. Hart (SEAL)
Asst. Secy.

Richard Ferro

(SEAL)

DROVERS BANK OF CHICAGO

BY: Shirley Lombardi
Asst. Vice Pres.

L-44625-C7 Land Title Co.

87101350

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EXTENSION AGREEMENT

WITH

UNOFFICIAL COPY

MAIL 90



THIS INSTRUMENT WAS PREPARED BY:

Name: *Flora E. Lombard*

Address: *1542 West 47th Street Chicago, Illinois 60659*

"OFFICIAL SEAL" **CONSTANCE E. BUCKO** Notary Public, State of Illinois My Commission Expires June 13, 1990

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DEPT-01 RECORDING
T#4444 TRAN 0410 02/20/87 15:12:00
#7858 # D * 87-101350
COOK COUNTY RECORDER

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Robert T. Bartlett, Jr. Asst. Vice, President of *Flora E. Lombard*, 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 *Lucille C. Hart*, Asst. Secretary of said Corporation, 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. *Constance E. Bucko* Notary Public 19 87

STATE OF Illinois COUNTY OF Cook

I, the undersigned, 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. *Constance E. Bucko* Notary Public 19 87

STATE OF Illinois COUNTY OF Cook

I, the undersigned, 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 names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they 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. *Flora E. Lombard* Notary Public 19 87

STATE OF Illinois COUNTY OF Cook

"OFFICIAL SEAL" **FRANCES E. ROMBOUT** NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 6/22/87

MAIL TO: Drivers Bank of Chicago
1542 West 47th Street
Chicago, Illinois 60659

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Chicago, Illinois 60659

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