

UNOFFICIAL COPY

87302655

This Indenture, made this 22nd day of May 1987, by and between

Marquette National Bank

the owner of the mortgage or trust deed hereinafter described, and Dr. Frederick Tan &

Mercedita Tan

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 Dr. Frederick Tan and Mercedita Tan, His Wife

dated February 28, 1987 secured by a mortgage or trust deed in the nature of a mortgage ~~XXXXXX~~ recorded

March 31, 1987 in the office of the ~~XXXXXXXXXXXX~~ Recorder of Cook County, Illinois, in

of _____ at page _____ as document No. 87168045 conveying to

Marquette National Bank

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

The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed, on its own behalf of each and every person, except decree or judgment creditors of the Mortgagor, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed

2. The amount remaining unpaid on the indebtedness is \$ 44,000.00

3. Said remaining indebtedness of \$ 44,000.00 shall be paid on or before June 1, 2002 as follows: payments of \$446.28 principal and interest starting July 1, 1987 payable monthly on the 1st of each month until fully paid.

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 July 1, 1987 until June 1, 2002, at the rate of 9 per cent per annum, and thereafter, until maturity of said principal sum as hereby extended, at the rate of 9 per cent per annum, and interest after maturity at the rate of 9 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 Marquette National Bank

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.

Marquette National Bank

BY: [Signature]

X _____ (SEAL)

Dr. Frederick Tan

X [Signature] (SEAL)

Dr. Mercedita Tan

ATTEST: [Signature]

NOTARY PUBLIC
STATE OF ILLINOIS
[Signature]
[Stamp]

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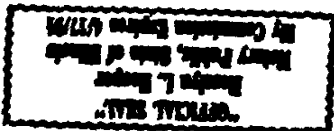
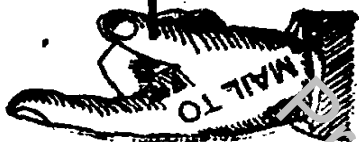
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EXTENSION AGREEMENT

WITH

GEORGE E. COLE
LEGAL FORMS

12.00



Rosalyn L. Hooper
Notary Public

19 87

Given under my hand and Notarial Seal this 1st day of June

Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that said Assistant Secretary, as custodian of the corporate seal of said Bank, did affix the said 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, for the uses and purposes therein set forth.

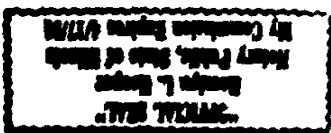
Gregory Scheurich
Vice President of the MARQUETTE NATIONAL BANK, and,

Rosalyn L. Hooper, a Notary Public in and for said County, in the state of Illinois, do hereby certify that 87302655 v A - Rec

STATE OF ILLINOIS)
) SS.
) COUNTY OF COOK)

I, Rosalyn L. Hooper
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that
Dr. Frederick Tan & Dr. Mercedes Tan
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 their own 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 1st day of June 19 87

Rosalyn L. Hooper
Notary Public



STATE OF Illinois)
) SS.
) COUNTY OF Cook)

87302655

12.00

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Unit 123 is as delineated on survey of the following described parcel of real estate which survey is attached as Exhibit "B" to the Declaration of Condominium Ownership made by Amalgamated Trust and Savings Bank, as Trustee under Trust Number 2202, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on Document Number 14,489,033 as described as follows:

That part of the East 40 acres of the West 1/2 of the Northwest 1/4 of Section 24, Township 42 North, Range 11, East of the Third Principal Meridian, lying South of the North line of the South 1/2 of the Northwest 1/4 (except the West 40 feet thereof) in Cook County, Illinois, together with a percentage of common elements appurtenant to said Unit as set forth in said Declaration as Amended from time to time, which percentage shall automatically change in accordance with amended Declarations as same are filed of record, pursuant to said Declaration and together with additional common elements as said amended Declarations are filed of record, in the percentages set forth in such amended Declarations, which percentages shall automatically be deemed to be conveyed effective on the recording of each such amended Declaration as though conveyed thereby.

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P.d.9 Volume: 211

03-24-100-077-1000/0004 TP

PROPERTY Clerk's Office