

UNOFFICIAL COPY

EXTENSION AGREEMENT

88195953

This Indenture, made this 5th day of October 1988, by and between Brickyard Bank, 6455 W. Diversey Ave., Chicago, Il. 60635

the owner of the mortgage or trust deed hereinafter described, and Ewald Beyer & Joan Beyer, his wife

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 Ewald Beyer & Joan Beyer

dated Oct. 5th, 1987, secured by a mortgage or trust deed in the nature of a mortgage ~~XXXXXX~~ recorded 11-3- 1987 in the office of the ~~Recorder~~ Recorder of Cook County, Illinois, in _____ of _____ at page _____ as document No. 87-592091 conveying to Brickyard Bank 6455 W. Diversey Ave Chicago, Il 60635

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

Lot 253 in Winston Park Unit No. 2, being a subdivision of Section 2 and Section 3, Township 39 North, Range 12 East of the Third Principal Meridian according to the Plat thereof recorded July 3, 1956 as Document No. 16628779 in Cook County, Illinois

PIN#15-02-110-025

- 2. The amount remaining unpaid on the indebtedness is \$ 92,094.38
- 3. Said remaining indebtedness of \$ 92,094.38 shall be paid on or before October 5th, 1989

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 monthly until 10-5- 1989 at the rate of 1.00% over floating prime ~~1.00% per annum~~ and thereafter until maturity of said principal sum as hereby extended, at the rate of 1.00% over floating prime ~~1.00% per annum~~, and interest after maturity at the rate of 4.00% over floating prime ~~4.00% 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 Brickyard Bank 6455 W. Diversey Ave. Chicago Il 60635

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.

Ewald Beyer (SEAL)
Joan Beyer (SEAL)

This instrument was prepared by Barbara Rohleder, Brickyard Bank 6455 W. Diversey Ave., Chicago, Il 60635 (NAME AND ADDRESS)

12

UNOFFICIAL COPY

Box

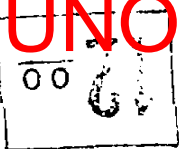
EXTENSION AGREEMENT

WITH

MAIL TO:

88495953

Form 88-287 Oklahoma, Inc.



I, _____, 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, _____, President of _____, a Notary Public in and for said County in the State of _____, DO HEREBY CERTIFY that _____, 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, _____, 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, _____, 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, _____, 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 Illinois COUNTY OF Cook

I, Barbara Rohleder, a Notary Public in and for said County in the State of Illinois, DO HEREBY CERTIFY that _____, 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 _____, 1988.

Notary Public _____

88495953

Property of Cook County Clerk's Office