

CLO028

FORM NO. 1090
April, 1980

EXTENSION AGREEMENT
(ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

88-513272

This Indenture, made this 4th day of Nov. 88, by and between Commercial National Bank of Berwyn, a National Banking Corporation, the owner of the mortgage or trust deed hereinafter described, and Donald R. Atencough, unmarried,

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 Ten thousand and 00/100ths (10,000.00)

dated April 28, 1988 & Assignment of Rent
dated May 11, 1988 secured by a mortgage or trust deed in the nature of a mortgage registered/recorded May 11, 1988 in the office of the Registrar of Titles/Recorder of Cook County, Illinois, in May 11, 1988 of at page as document No. 88201786 conveying to Commercial National Bank of Berwyn 88201785

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

Lot 71 (except the North 6' Port thereof) in William Zolovsky's Foutor Avenue Garden Lots Subdivision, being a Subdivision of part of the Southeast Quarter of Section 7, Township 40 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

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- 2. The amount remaining unpaid on the indebtedness is \$ 10,000.00
3. Said remaining indebtedness of \$ 10,000.00 shall be paid on or before Nov. 4, 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 until Nov. 4, 1989, at the rate of 11 per cent per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of 11 per cent per annum, and interest after maturity at the rate of 20 per cent per annum, and to pay both principal and interest in the coin or currency provided for in the mortgage or trust deed hereabove 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 Commercial National Bank of Berwyn

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.



Donald R. Atencough (SEAL)

This instrument was prepared by Thomas R. Pavlonis V.P. 3322 S. Oak Park Ave., Berwyn, IL 60402

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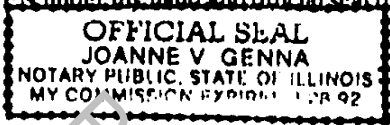
UNOFFICIAL COPY

STATE OF Illinois)
COUNTY OF Cook) ss.

I, Joanne V. Genna,
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Donald Ainscough, unmarried

personally known to me to be the same person whose name 18 subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 official seal this 31st day of Oct, 1988



Joanne V. Genna
Notary Public

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 official 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)
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 official seal this) day of) 19)

Notary Public

88-513272

Box

EXTENSION AGREEMENT

Commercial National Bank of Berwyn

a National Banking Corporation

WITH

Donald Ainscough, unmarried

MAIL TO: Commercial National Bank of Berwyn

3322 S. Oak Park Ave.

Berwyn, IL 60312

Stock Form 1090 - Berwyn National Bank, Inc.