

UNOFFICIAL COPY 65035849

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

Heritage First National Bank of Lockport

the owner of the mortgage or trust deed hereinafter described, and ^{Heritage} Bremen Bank and Trust Company, Trust No. 79-1436

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 ^{Heritage} Bremen Bank and Trust Company, Trust No. 79-1436

dated Dec. 22, 1986, secured by a mortgage or trust deed in the nature of a mortgage recorded

January 27, 1987, in the office of the Recorder of Cook County, Illinois, in

at page as document No. 87051502 conveying to

Heritage First National Bank of Lockport

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

Lot 443 in Orland Golf View Unit Number 6, a subdivision of part of the west 1/2 of the north east 1/4 and part of the west 1/2 of the south east 1/4 of Section 14, Township 35 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Number: 27-14-404-024 TP GAO

This instrument prepared by
Heritage First National Bank of Lockport
814 S. State St., Lockport, Ill. 60441

2. The amount remaining unpaid on the indebtedness is \$ 52,250.00
3. Said remaining indebtedness of \$ 52,250.00 shall be paid on or before 12/22/88.

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 annually until Dec. 22, 1988, at the rate of ~~P+1~~ ^{P+1} per cent per annum, and thereafter, until maturity of said principal sum as hereby extended, at the rate of ~~P+1~~ ^{P+1} per cent per annum, and interest after maturity at the rate of ~~XXXX~~ 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

Heritage First National Bank of Lockport

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.

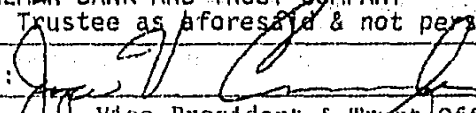
IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year first above written.

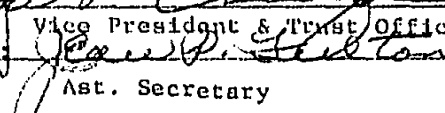
Heritage First National Bank
of Lockport

BY: 
Executive Vice President

HERITAGE BREMEN BANK AND TRUST COMPANY

as Trustee as aforesaid & not personally (SEAL)

BY:  (SEAL)

ATTEST:  (SEAL)

Asst. Secretary

HITHER ATTACHED HERETO IS EXPRESSLY
MADE A PART HEREOF

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EXTENSION AGREEMENT

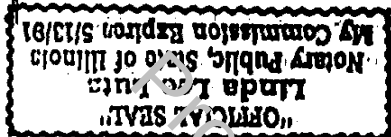
WITH

13.00

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JAN-25-88



I, Linda Lee Lutz,
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that
Joyce V. Cunningham, Vice President of Abbott Bank & Trust Co.,
and Jean P. Fulton, Secretary of said Corporation, who are per-
sonally known to me to be the same persons whose names are subscribed to the foregoing instrument as such
and 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 he did affix said corporate seal to said in-
strument 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 22nd day of December, 1987.

STATE OF Illinois
COUNTY OF Cook
ss.

I, the undersigned,
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that
Joseph J. Wallace, whose name is subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that he signed, sealed and deli-
vered 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 notarial seal this 22nd day of December, 1987.

STATE OF ILLINOIS
COUNTY OF WILL
ss.

I, ,
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that
 , whose name is subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that he signed, sealed and deli-
vered 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 notarial seal this 19 day of , 19 .

STATE OF
COUNTY OF
ss.

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25 JAN 13 2:28

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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 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 upon it as such Trustee, and that no personal responsibility is assumed by nor shall at any time be asserted or enforceable against Heritage Bremen Bank and Trust Company, 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.

County Clerk's Office

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