

UNOFFICIAL COPY

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

This Indenture, made this 31st day of December, 1986, by and between Avenue Bank of Elk Grove as successor to First Security Bank of Elk Grove, the owner of the mortgage or trust deed hereinafter described, and Keith E. Beine

88053988

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 Keith E. Beine originally dated March 27, 1980 and all subsequent renewals thereafter

Above Space For Recorder's Use Only

~~dated~~ 19 secured by a mortgage or trust deed in the nature of a mortgage registered/recorded 4-18-80, 2-05-85, 7-12-85 and 1-29-86 in the office of the Registrar of Titles/Recorder of Cook County, Illinois, 85099633 and 86039811 & 27433030 as document Nos 25429044 conveying to First Security Bank of Elk Grove and Avenue Bank of Elk Grove as successor to First Security Bank of Elk Grove certain real estate in Cook County, Illinois described as follows:

The South 65.0 feet of Lot B-30 of the Subdivision of Lot B of Hanover Gardens being a subdivision of part of the Southeast quarter of Section 25, Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois, also the South 30.0 feet of Lot B-29 and the North 35.0 feet of Lot B-30 of the Subdivision of Lot B of Hanover Gardens, being a subdivision of part of the Southeast quarter of Section 25, Township 41 North, Range 9 East of the Third Principal Meridian, Cook County, Illinois, also the South 65.0 feet of the North 70.0 feet of Lot B-29 in the Subdivision of Lot B of Hanover Gardens, being a subdivision of part of the Southeast quarter of Section 25, Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.

- 2. The amount remaining unpaid on the indebtedness is \$ 60,000.00
- 3. Said remaining indebtedness of \$ 60,000.00 shall be paid on or before April 10, 1988

88053988

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 April 10 1988, at the rate of \* per cent per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of \* per cent per annum, and interest after maturity at the rate of \* 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 Avenue Bank of Elk Grove 1100 West Devon Avenue Elk Grove Village, IL 60007

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. \*Avenue Bank of Elk Grove Prime Rate of Interest per annum adjusted daily.

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

Avenue Bank of Elk Grove as (SEAL)  
Successor to First Security Bank  
of Elk Grove, an Illinois Banking  
Corporation

Keith E. Beine (SEAL)  
Keith E. Beine  
X (SEAL)

This instrument was prepared by Christine M. Cooper Avenue Bank of Elk Grove  
(NAME AND ADDRESS) 1100 West Devon Avenue  
Elk Grove Village, IL 60007

# UNOFFICIAL COPY

STATE OF Illinois

ss.

COUNTY OF DuPage

I, the undersigned  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Keith E. Beine

personally known to me to be the same person whose name is 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 December 19 86.

*Marilyn L. Brown*  
Notary Public

STATE OF \_\_\_\_\_

ss.

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

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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 \_\_\_\_\_

ss.

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

\_\_\_\_\_, President of \_\_\_\_\_,  
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 thereof 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

12.00

Box \_\_\_\_\_

## EXTENSION AGREEMENT

Avenue Bank of Elk Grove as  
successor to First Security  
Bank of Elk Grove

88053988

WITH

Keith E. Beine

MAIL TO:

Avenue Bank of Elk Grove  
1100 West Devon Avenue  
Elk Grove Village, IL 60007

GEORGE E. COLE  
LEGAL FORMS

88053988