

**UNOFFICIAL COPY**

This Indenture, made this 1st day of February, 1988, by and between  
--- NBD PARK RIDGE BANK --- \*

the owner of the mortgage or trust deed hereinafter described, and NBD Park Ridge Bank as Trustee,  
Trust #66-5445, dated August 18, 1986  
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 NBD Park Ridge Bank as Trustee, Trust #66-5445, and Assignment of Rents and Leases dated December 17, 1986, secured by a mortgage or trust deed/in the nature of a mortgage ~~executed~~ recorded February 13, 1987, in the office of the ~~Recorder~~ Recorder of Cook County, Illinois, in \_\_\_\_\_ of \_\_\_\_\_ at page \_\_\_\_\_ as document No. 87085936 and 087085937 conveying to  
--- NBD PARK RIDGE BANK ---

certain real estate in Cook County, Illinois describe as follows: Lots 2, 3, 4, 5 and 6 in Palwaukee Business Center Unit 1, being a subdivision in the South East 1/4 of Section 11, Township 42 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded July 18, 1985 as document 85106826, in Cook County, Illinois.  
\* formerly known as Citizens Bank & Trust Company PTN 03-11-402-011, lot 2  
\*\* NBD Park Ridge Bank's prime rate plus 3/4% floating 03-11-402-012, lot 3  
\*\*\*NBD Park Ridge Bank's prime rate plus 1-3/4% floating 03-11-402-013, lot 4  
03-11-402-014, lot 5  
03-11-402-015, lot 6  
*690 Chaddock, Wheeling*

1a. A late fee of 5% of the total payment will be assessed on any payment not received by the 10th day of each month. Late fee not to exceed \$50.00.

2. The amount remaining unpaid on the indebtedness is \$ 1,654,000.00

3. Said remaining indebtedness of \$ 1,654,000.00 shall be paid on or before April 1, 1988. Monthly payments of interest only commencing March 1, 1988.

and the Owner in consideration of such extension promises and agrees to pay the principal sum secured by said ~~mortgage~~ trust deed as and when therein provided, as hereby extended, and to pay interest thereon monthly until April 1, 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 Park Ridge 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  
--- NBD PARK RIDGE 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.

NBD PARK RIDGE BANK

By: C. James Herring  
Executive Vice President

~~EXEMPTORY CLAUSE ATTACHED HERETO AND MADE A PART HEREOF~~  
NBD PARK RIDGE BANK As Trustee, Trust 66-5445  
x Theresa S. Searcy (SEAL)  
Vice President  
x Catherine A. ... (SEAL)  
Asst. Secretary

This instrument was prepared by Linda Oleno NBD PARK RIDGE BANK  
(NAME AND ADDRESS)

LAND TITLE America Abstracts Acc 1648

88243826

Box 405

EXTENSION AGREEMENT

WITH

UNOFFICIAL COPY

MAIL TO:

NBD Park Ridge Bank  
One S. Northwest Highway  
Park Ridge, Ill. 60068  
Attn: R. A. Sutton

"OFFICIAL SEAL"  
Sheila Silverman  
Notary Public, State of Illinois  
My Commission Expires 6/30/90

15.00

Notary Public  
\_\_\_\_\_  
19 88

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ 19 88  
and purposes therein set forth.  
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 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.

a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, \_\_\_\_\_ Vice President of NBD Park Ridge Bank, a Corporation of Illinois, and Catherine Talano, Assistant 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.

928842-88

Notary Public  
\_\_\_\_\_  
19 \_\_\_\_\_ day of \_\_\_\_\_

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
set forth, including the release and waiver of right of homestead.  
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.

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19 \_\_\_\_\_ day of \_\_\_\_\_

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
set forth, including the release and waiver of right of homestead.

928842-88

928842-88

15.00

Notary Public  
#4444 FROM 2905 05/06/88 15.45.00  
#5555 # D \* 4381-243826  
COOK COUNTY RECORDER

# UNOFFICIAL COPY

3 3 2 1 3 3 2 6

Property of Cook County Office

RIDER ATTACHED TO AND MADE A PART OF DOCUMENT  
DATED 2/1/88 UNDER TRUST NO. 66-5445

This instrument is executed by NBD TRUST COMPANY OF ILLINOIS, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by NBD TRUST COMPANY OF ILLINOIS are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against NBD TRUST COMPANY OF ILLINOIS by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

882743826

Office