

UNOFFICIAL COPY 88380262

This Indenture, made this 10th day of August 1988 by and between

Richard S. Kozak and Mary A. Kozak, his wife

the owner of the mortgage or trust deed hereinafter described, and _____

Colonial Bank and Trust Company of Chicago

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 Forty Thousand and 00/100ths

dated July 29, 1985, 19 , secured by a mortgage or trust deed in the nature of a mortgage, registered

August 6, 1985 in the office of the Registrar of Titles of Cook County, Illinois, in Recorder

XXXXXXXX of XXXXXXXX at page XXXXXX as document No. 85134495 conveying to

Colonial Bank and Trust Company of Chicago

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

Lot 87 in Circle Bay Subdivision, Being a Subdivision in the South West 1/4 of the South West 1/4 of Section 32, Township 41 North, Range 11, East of the Third Principal Meridian in Cook County, Illinois.

PIN: 08-32-326-033
1253 Biscayne
Elk Grove Village, Il. 60007

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2. The amount remaining unpaid on the indebtedness is \$ 40,000.00

3. Said remaining indebtedness of \$ 40,000.00 shall be paid on or before

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 August 10, 1988 until August 10, 1989, at the rate of Prime percent per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of Prime percent 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 Colonial Bank and Trust Company of Chicago, 5850 W. Belmont Ave., Chicago, Illinois 60634

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.

Richard S. Kozak (SEAL)
Mary A. Kozak (SEAL)

This instrument was prepared by Barbara Zamzow, 5850 W. Belmont Ave., Chicago, Il. 60634
(NAME AND ADDRESS)

EXTENSION AGREEMENT

WITH

UNOFFICIAL COPY

MAIL TO:

GEORGE E. COLE
LEGAL FORD 9208388

22 AUG 88



12/2/88

I, the undersigned, _____ a Notary Public in and for said County in the State aforesaid, 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 _____ Illinois
COUNTY OF _____ Cook

Notary Public _____
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JUN-22-88
12.00

I, the undersigned, _____ a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____ whose name _____ personally known to me to be the same person _____ 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 notarial seal this _____ day of _____ 19____

STATE OF _____ Illinois
COUNTY OF _____ Cook

Notary Public _____
My Commission Expires 11/08/91
BARBARA A. ZARZYCKA
NOTARY PUBLIC, STATE OF ILLINOIS
OFFICIAL SEAL

I, the undersigned, _____ a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____ Richard S. Kozak and Mary A. Kozak, his wife _____ are _____ personally known to me to be the same persons _____ 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 _____ their _____ 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 _____ day of _____ 19 88.

STATE OF _____ Illinois
COUNTY OF _____ Cook

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