

# UNOFFICIAL COPY

## EXTENSION AGREEMENT

This Indenture, made this 25th day of July, 1989, by and between

Brickyard Bank 6455 W. Diversey Ave., Chicago, IL 60635

the owner of the mortgage or trust deed hereinafter described, and Marshall Mauer & Frances Mauer,  
his wife

representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed  
described ("Owner"). WITNESSETH.

I. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the prin-  
cipal promissory note or notes of Marshall Mauer

dated 7-25, 1989, secured by a mortgage or trust deed in the nature of a mortgage <sup>registered</sup> recorded  
5-11, 1989, in the office of the <sup>X</sup> Recorder of Cook County, Illinois, in

of \_\_\_\_\_ at page \_\_\_\_\_ as document No 89213294 conveying to  
Brickyard Bank 6455 W. Diversey Ave., Chicago, IL 60635

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

Lot 31 in Rance Village in Lincolnwood a subdivision of the Northeast 1/4 of the Southeast 1/4 (except the East 660 feet thereof) in Section 13, Township 41 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded August 16, 1954 as Document 15989192 in COOK COUNTY RECORDER. \$12.00

PIN 10-13-105-040

: T40061 TRAN 3905 02/29/89 13:55:00

Known as 3360 W. Albion, Lincolnwood, IL 60645

: #9204 C # 89-404998  
COOK COUNTY RECORDER

**89104998**

2. The amount remaining unpaid on the indebtedness is \$ 100,000.00

3. Said remaining indebtedness of \$ 100,000.00 shall be paid on or before

October 25th, 1989

and the Owner in consideration of such extension promises and agrees to pay the principal sum secured by said mortgage or trust deed <sup>as and when thereon provided, as hereby extended, and to pay interest thereon monthly until</sup> 10-25, 1989, at the rate of <sup>float 1/2 prime</sup> float 1/2 prime per annum, and thereafter until maturity of said principal sum as hereby extended at the rate of <sup>3% over floating prime</sup> float 1/2 prime cent per annum, and interest after maturity at the rate of <sup>3% over floating prime</sup> float 1/2 prime 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, a 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 Brickyard Bank 6455 W. Diversey Ave., Chicago, IL 60635

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 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 hereby have signed, sealed and delivered this indenture the day and year first above written.

X Marshall Mauer  
Marshall Mauer

X Frances Mauer  
Frances Mauer

(SEAL)

(SEAL)

(SEAL)

This instrument was prepared by Connie Jett Brickyard Bank 6455 W. Diversey Ave., Chicago, IL  
(NAME AND ADDRESS) 60635

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# UNOFFICIAL COPY

## EXTENSION AGREEMENT

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Preston University



MAIL TO

Notary Public

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GIVEN under my hand and notarized seal this \_\_\_\_\_ day of \_\_\_\_\_

and purposes therein set forth.

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 herein set forth; and the said Secretary then and there signed and acknowledged the same before me this day in person and acknowledging instrument  
and respectively, appeared before me this day in person and acknowledging instrument  
sonably known to me to be the same persons whose names are subscribed to the foregoing instrument,  
and Secretary of said Corporation, who  
a Notary Public in and for said State aforesaid, DO HEREBY CERTIFY that  
President of

STATE OF —

Notary Public

STATE OF

I, Barrbara Rohleder,  
 a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that  
Martie Shal Mauer,5 Ernagess Mauer  
 personally known to me to be the same person whose name is subscribed to the instrument  
 hereinabove mentioned, appeared before me this day in person and acknowledged that the signature  
 thereon was his own and voluntary act, for the uses and purposes  
 set forth, including the release and waiver of right of homestead,  
 given under my hand and notarial seal this 25th day of July 1989

STATE OF Illinois COUNTY OF Cook  
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