

UNOFFICIAL COPY

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This EXTENSION AGREEMENT, in made this 5th day of JULY 1989 by and between AMALGAMATED TRUST & SAVINGS BANK, an Illinois banking corporation, the owner of the mortgage or trust deed hereinafter described, and LASALLE NATIONAL BANK/ UNDER TRUST NUMBER 16499 dated April 12, 1954 & not personally 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 OWNER dated JAN 5, 1989, secured by a mortgage or trust deed in the nature of a mortgage recorded FEB 7, 1989 in the office of the Recorder of Deeds COOK County, Illinois in book ----- at page ----- as document No. 89057438 conveying to Amalgamated Trust & Savings Bank, as Trustee, certain real estate in COOK County, Illinois described as follows:

SEE ATTACHED RIDER 'A' : DEPT-01 RECORDING \$16.00
: T05555 TRAN 0405 09/13/89 10:33:00
: 00482 + E # - 89 - 430033
: COOK COUNTY RECORDER

2. The amount of principal remaining unpaid on the indebtedness is \$ 293,903.35
3. Said remaining indebtedness of \$ 293,903.35 plus interest from this date on the balance of principal remaining from time to time unpaid at the simple annual rate of 11 1/2 per cent shall be paid in installments of principal and interest as follows:

INTEREST ONLY ----- Dollars (\$ -----)
on the 5th day of AUGUST, 1989, and A LIKE AMOUNT OF Dollars (\$ INTEREST ONLY) on the 5th day of each MONTH thereafter until said indebtedness is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 5th day of JANUARY, 1990, and the Owner in consideration of such extension promises and agrees to pay the entire indebtedness secured by said mortgage or trust deed plus interest as and when therein provided, as hereby extended, and to pay interest after maturity or default at the rate of 12 1/2 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 Amalgamated Trust & Savings Bank, One West Monroe Street, Chicago, Illinois 60603.

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 Extension 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 Extension Agreement shall inure to the benefit of any holder of said principal note or notes and interest notes and shall bind 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 Extension Agreement the day and year first above written.
AMALGAMATED TRUST & SAVINGS BANK
By: [Signature] Vice President
Attest: [Signature] Asst. Secretary
LASALLE NATIONAL BANK/ UNDER TRUST NUMBER 16499 as trustee & not personally.
BY: [Signature] Asst Vice President (SEAL)
Attest: [Signature] Assistant Secretary

This document prepared by: FOREST T. FENTON, ONE WEST MONROE STREET, CHICAGO, IL 60603

1600

89430033

STATE OF _____
COUNTY OF _____

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

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 notarial seal this _____ day of _____ 19 _____

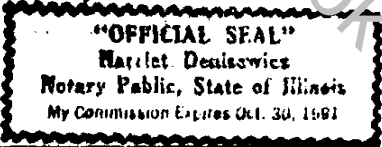
Notary Public

STATE OF Illinois
COUNTY OF Cook

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

Assistant Vice-President of the La Salle National Bank and Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice-President, and Assistant Secretary, 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 Bank, as Trustees as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12th day of July 19 89



Mariet Desaiswicz
Notary Public

STATE OF _____
COUNTY OF _____

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

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 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

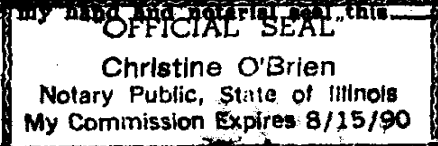
STATE OF Illinois
COUNTY OF Cook

CHRISTINE O'BRIEN.

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

John L. Mullen Senior Vice President of AMALGAMATED TRUST & SAVINGS BANK and Grant O. Cowen Assistant Secretary of said Bank, 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 Bank, 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 Bank, 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 Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of July 19 89



Christine O'Brien
Notary Public

FOR INDIVIDUAL OWNER (B)

FOR LAND TRUST OWNER

89432033

FOR CORPORATE OWNER

FOR AMALGAMATED BANK

00:00:01 98:11:00 20:00 10-19-90 DEPT. OF RECORDS

UNOFFICIAL COPY

J 7 4 3 0 0 3 3

Property of

RIDER ATTACHED TO AND MADE A PART OF

MORTGAGE

(TRANSFER AGREEMENT
(EXTENSION AGREEMENT
(ADDITIONAL ADVANCE AGREEMENTS)

DATED July 5th, 1989

UNDER TRUST NO. 16499

This instrument is executed by LASALLE NATIONAL BANK, 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 LASALLE NATIONAL BANK are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted or enforceable against LASALLE NATIONAL BANK by reason of anything contained in said instrument, or in any previously executed instrument, whether or not executed by said LASALLE NATIONAL BANK either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon LASALLE NATIONAL BANK, personally or as said Trustee, to sequester the rents, issues and profits arising from the disposition thereof; but so far as said trustee and its successors and said LASALLE NATIONAL BANK personally are concerned, the legal holder or holders, of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefore and as provided in said note or by action to enforce the personal liability of the guarantor, if any.

89A33033

FILED HEREIN FOR COPY & PART RECORDS

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RIDER 'A'

PARCEL 1:
THE NORTH 109.5 FEET OF THE SOUTH 381.15 FEET OF THE EAST 398.30 FEET OF
LOT 24 (EXCEPT THE EAST 33 FEET THEREOF) OF COUNTY CLERK'S DIVISION OF
SECTION 14, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO

PARCEL 2:
EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID AS CREATED BY DEED DATED
MARCH 1, 1966 AND RECORDED MAY 1, 1966 AS DOCUMENT 19816772 FROM FAY S.
TIDEMAN AND HUSBAND TO FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON
AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 30, 1965 AND KNOWN AS TRUST
NO. R-1180 FOR ROADWAY INGRESS AND EGRESS OVER AND UPON THE WEST 324 FEET
OF THE EAST 357 FEET OF THE NORTH 15 FEET OF THE SOUTH 396.15 FEET OF LOT
24 AFORESAID ALL IN COOK COUNTY, ILLINOIS

P.I.N.: 04-14-407-014

PROPERTY ADDRESS: 2 N. STEEPLECHASE LANE
NORTHFIELD, IL 60093

ASSIGNMENT OF RENTS RECORDED AS DOCUMENT NUMBER 89057439 DATED 2/7/89

89430633