

UNOFFICIAL COPY

This EXTENSION AGREEMENT, made this 13th day of December, 1989 by and between **AMALGAMATED TRUST & SAVINGS BANK**, an Illinois banking corporation, the owner of the mortgage or trust deed hereinafter described, and

89549387

AMALGAMATED TRUST AND SAVINGS BANK AS TRUSTEE U/I/A 5141 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 PAT FRANK DELEO AND ANNA DELEO AND JOHN A. D'ARCO dated January 28 1986 secured by a mortgage or trust deed in the nature of a mortgage registered April 16 1987 in the office of the Registrar of Titles Cook County, Illinois in book _____ at page _____ as document No. 86146967 conveying to **Amalgamated Trust & Savings Bank, as Trustee,** certain real estate in _____ county, Illinois described as follows:

LOTS 16, 17, 18, 19, 20, 21 AND THE EAST 12.0 FEET OF LOTS 36, 37, 38, 39, 40 41 AND ALSO THAT PART OF THE VACATED 8-FOOT ALLEY LYING EAST OF AND ADJOINING SAID LOTS 36 THROUGH 41 BOTH INCLUSIVE ALL IN C. I. HELL'S SUBDIVISION OF BLOCK 5 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 3, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.L.N. #17-17-409-021, 022, 023, AND 024

2. The amount of principal remaining unpaid on the indebtedness is \$ 70,000.00

3. Said remaining indebtedness of \$ 70,000.00 plus interest from this date on the balance of principal remaining from time to time unpaid at the simple annual rate of 4 per cent shall be paid in installments of principal and interest as follows:

Interest Only _____ Dollars (\$ _____) on the 25th day of November, 1989 and Interest Only _____ Dollars \$ _____ on the 1st 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 24th day of October, 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 4 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 at 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. 4 1/2 Over ATSB Prime Rate Fluctuating

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: Joseph J. Spaff
President

AMALGAMATED TRUST AND SAVINGS BANK AS TRUSTEE UNDER TRUST NO. 5141
(SEAL)
See attached Rider for signature of Trustee (SEAL)

Attest: _____ Secretary
This document prepared by 2 2 5 6 7 5 6 8

89549387

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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 _____

COUNTY OF _____

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

Assistant Vice-President of the _____ 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 Trustee 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 _____ day of _____ 19____

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 _____

JOSEPH L. SPAPPERI, SR. 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 30th day of October 1989

OFFICIAL SEAL
Christine O'Brien
Notary Public, State of Illinois
My Commission Expires 02/15/90

Notary Public

MAILED

1300 F

FOR INDIVIDUAL OWNER (S)

FOR LAND TRUST OWNER

FOR CORPORATE OWNER

FOR AMALGAMATED BANK

89549387

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439-549387
RECORDER

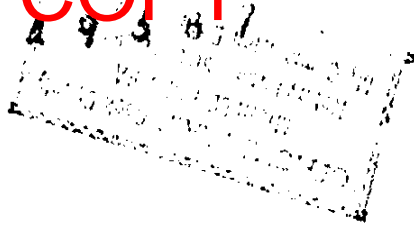
89549387

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NOTARY PUBLIC

THIS DAY OF 19

GIVEN UNDER BY HAND AND NOTARY SEAL



personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 acts, and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said banking corporation, did affix her own free and voluntary act, and as the free and voluntary act of said banking corporation, as Trustee for the uses and purposes herein set forth.

ASSISTANT SECRETARY OF SAID BANKING CORPORATION, VICE PRESIDENT OF AMALGAMATED TRUST AND SAVINGS BANK, AND STATE STORED, do hereby certify, that I, the undersigned, a Notary Public in and for said County, in the

STATE OF ILLINOIS) SS COUNTY OF COOK)

88919387

ASST. SECRETARY

ATTEST: *[Signature]*

VICE PRESIDENT

BY *[Signature]*

AMALGAMATED TRUST AND SAVINGS BANK, NOT INDIVIDUALLY, BUT AS TRUSTEE UNDER TRUST NO.

This instrument is executed by AMALGAMATED TRUST AND SAVINGS BANK, not in its individual capacity, but as Trustee as aforesaid, and it is expressly agreed that nothing herein contained shall be construed as creating any liability on said AMALGAMATED TRUST AND SAVINGS BANK in its individual corporate capacity with respect to any warranty or representation contained herein contained, all such liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right or interest hereunder, and the parties hereto and such other persons shall accept this instrument upon the express condition that no duty shall rest upon said AMALGAMATED TRUST AND SAVINGS BANK, either in its individual corporate capacity, or as said Trustee, to collect, receive, sequester or retain for any purpose the rents, issues and profits arising from the property hereinafter described or the property or funds at any time subject to said Trust Agreement, or the proceeds arising from the sale or other disposition of any such property, or to continue as such Trustee, or to retain any right, title or interest in or to the property hereinafter described or in or to any part of all of the property or funds at any time subject to said Trust Agreement.

DATE:

RIDER ATTACHED TO 88919387

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