

UNOFFICIAL COPY

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This Indenture, made this 7th day of April, 1989, by and between

BANK OF COMMERCE & INDUSTRY

the owner of the mortgage or trust deed hereinafter described, and BRIDGEVIEW BANK AND TRUST COMPANY as Trustee under Trust Agreement dated February 15, 1988 and known as Trust No. 1-1646

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 BRIDGEVIEW BANK AND TRUST COMPANY Trustee u/t 1-1646; STEPHEN L. BARNARD AND STEPHEN L. BARNARD d/b/a CLASSIC HOMES

dated April 7, 1988, secured by a mortgage or trust deed in the nature of a mortgage ~~registered~~ recorded May 17, 1988, in the office of the Register of Deeds Recorder of COOK County, Illinois, in _____ of _____ at page _____ as document No. 88210493 conveying to

BANK OF COMMERCE & INDUSTRY

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

LOTS 107 THROUGH 109; 112; 114; 115; 118 THROUGH 121; AND 123 THROUGH 127 IN CAMBRIDGE UNIT NO. 4, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N. 28-34-201-009
28-34-201-003

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- 2. The amount remaining unpaid on the indebtedness is \$ 69,497.00
- 3. Said remaining indebtedness of \$ 69,497.00 shall be paid on or before March 31, 1990
- 4. The interest rate shall hereby increase to Thirteen and one-half (13 1/2) percent per annum.

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 quarterly until March 31, 1990, at the rate of 13 1/2 per cent per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of 13 1/2 per cent per annum, and interest after maturity at the rate of 15 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 BANK OF COMMERCE & INDUSTRY, 6100 N. NORTHWEST HIGHWAY, CHICAGO, IL 60631

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.

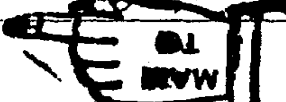
Stephen L. Barnard
STEPHEN L. BARNARD
BANK OF COMMERCE & INDUSTRY
BY Craig S. Moore
Craig S. Moore, Asst. Vice President

BRIDGEVIEW BANK AND TRUST COMPANY AS
TRUSTEE, AFORESAID AND NOT PERSONALLY (SEAL)
BY:

Steven L. Barnard (SEAL)
ATTEST: Steven L. Barnard (SEAL)
Trustee

STEVEN L. BARNARD d/b/a CLASSIC HOMES
(NAME AND ADDRESS)

This instrument was prepared by Michael Tomeczko
c/o Bank of Commerce & Industry
6100 N. Northwest Highway, Chgo, IL 60631



Box _____

EXTENSION AGREEMENT

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WITH

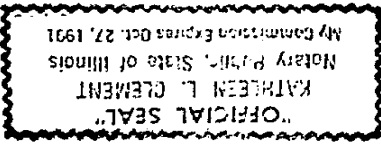
12-85

MAIL TO:

BANK OF COMMERCE & INDUSTRY
6100 N. NORTHWEST HIGHWAY
CHICAGO, IL 60631

GEORGE E. COLE
LEGAL FORMS

98595268

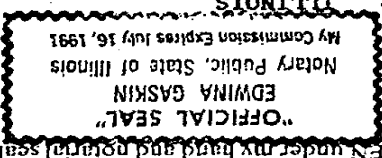


I, Kathleen L. Clement
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that
Edwina Gaskin, Vice President of Brasgrew Bank and Trust Company
and David J. Altepeter, Secretary of said Corporation, who are per-
sonally known to me to be the same persons whose names are subscribed to the foregoing instrument as such
Vice-Pres. and 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 Corporation, for the uses and purposes therein set forth; and the said Secretary then and there acknowl-
edged that, as custodian of the corporate seal of said Corporation, he did affix said corporate seal to said in-
strument 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 20th day of April, 1989

STATE OF Illinois
COUNTY OF Cook

My commission expires: 5/13/90
I, Dolores Labuda
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that
CRAIG S. MOORE, Asst. Vice President of Bank of Commerce & Industry
personally known to me to be the same person whose name is subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that he signed, sealed and deli-
vered the said instrument as Asst. V.P. 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 14th day of April, 1989
Notary Public

STATE OF ILLINOIS
COUNTY OF COOK



I, Edwina Gaskin
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that
STEPHEN L. BARWARD personally AND STEPHEN L. BARWARD d/b/a CLASSIC HOMES
personally known to me to be the same person whose name is subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that he signed, sealed and deli-
vered the said instrument as his 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 7th day of April, 1989
Notary Public

STATE OF ILLINOIS
COUNTY OF COOK

DEPT-01
T#1111 TRNN 0091.04/07/69 09.13:00
#0206 # 5 * 89-254584
COOK COUNTY RECORDER

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