

EXTENSION AGREEMENT  
(ILLINOIS)

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No. 1000  
FEBRUARY 1988

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

This Indenture, made this 10th day of July, 19 89, by and between Devon Bank

the owner of the mortgage or trust deed hereinafter described, and Michael A. Mitzen and Phyllis R. Mitzen, his wife

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 Devon Bank

dated July 5, 19 88 secured by a mortgage or trust deed in the nature of a mortgage ~~registered~~/recorded August 16, 19 88, in the office of the ~~Register~~/Recorder of Cook County, Illinois, in \_\_\_\_\_ of \_\_\_\_\_ at page \_\_\_\_\_ as document No. 88371000 conveying to Devon Bank

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

Lot Forty Two (42) in Evanston Golf Subdivision of part of Lot Thirty Four (34) in Baxter's Subdivision of Part of Lot Twenty (20) of George Smiths Subdivision noth in Southern Part of Quilmette Reservation in Township Forty Two (42) North, Range Thirteen (13), East of the Third Principal Meridian in Cook County, Illinois.

SEE RIDER ATTACHED

89331947

Permanent Real Estate Index Number(s): 05-35-308-008

Address(es) of real estate: 2811 Girard, Evanston, Illinois

- 2. The amount remaining unpaid on the indebtedness is \$ 200,000.00
- 3. Said remaining indebtedness of \$ 200,000.00 shall be paid on or before July 10, 1990

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 hereon until July 10, 19 90, at the rate of \*\* per cent per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of \*\* per cent 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 herein above 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 Devon Bank, 6445 N. Western Avenue, Chicago, Illinois 60645

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 WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year

Michael A. Mitzen

(SEAL)

Phyllis R. Mitzen

(SEAL)

(SEAL)

This instrument was prepared by Jill A. Jacob, 6445 N. Western Ave., Chicago, Illinois  
(NAME AND ADDRESS)

DEPT-01  
T#1111 TRAN 5264 07/20/89 12:47:00  
#3572 # A ← 89-331947  
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

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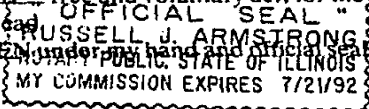
89-331947

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STATE OF Illinois )  
 ) ss.  
COUNTY OF Cook )

I, Russell J. Armstrong  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that  
Michael A. Mitzen and Phyllis R. Mitzen, his wife  
personally known to me to be the same person S. ace subscribed to the foregoing instrument,  
appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as  
the 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 official seal this 10th day of July 19 89



*Russell J. Armstrong*  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss.  
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 official seal this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_  
\_\_\_\_\_, President of \_\_\_\_\_  
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 thereof 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 official seal this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Box 39  
99331947

EXTENSION AGREEMENT

WITH

MAIL TO:  
~~Devon Bank  
Attn: J. Cerny  
6445 N. Western Ave.  
Chicago, IL 60645-5494~~

GEORGE E. COLE  
LEGAL FORMS

89331947

Property of Cook County Clerk's Office

"PRIME RATE" or "PRIME" means the rate of interest announced or established by the Lender from time to time as its Prime Rate of Prime. The Prime Rate shall fluctuate from time to time, and the effective date of any change in the Prime Rate shall be the day of such change as announced or established by the Lender without notice. The Prime Rate is not and shall not be considered the lowest or the best interest rate available to any borrower at any time.

DEFINITION OF PRIME RATE:

- \*\*\*One (1) Percentage Point in Excess of Prime Rate.
- \*\*\*Four (4) Percentage Points in Excess of Prime Rate.

Notwithstanding anything to the contrary herein, the Property shall include all of Borrower's right, title and interest in and to the real property described below, whether such right, title, and interest is acquired before or after execution of this Mortgage, specifically, and without limitation of the foregoing, of this mortgage as given with respect to a lessorhold estate held by Borrower, and Borrower shall equally include a fee interest in the real property, the lien of this mortgage shall extend to and include the fee interest acquired by Borrower.

The Note and this mortgage are collectively referred to as the "Credit Documents". The Credit Documents contemplate, and this mortgage pertains and secures, future advances. The Note evidences a "Revolving Credit" as defined in the Illinois Revised Statutes Chapter 17, Paragraph 312.5. The lien of this mortgage secures payment of any existing indebtedness and future advances made pursuant to the Note, to the same extent as if such future advances were made on the date of the execution of this mortgage, without regard to whether or not there is any advance made at the time this mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any advance is made.

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