

UNOFFICIAL COPY

MAIL TO: COLE TAYLOR BANK  
1542 West 47th Street  
Chicago, Illinois 60609  
ATTN: M. BIRD

This Indenture, made this 1st day of August, 1989 by and between  
COLE TAYLOR BANK, formerly known as COLE TAYLOR BANK/DRIVERS

the owner of the mortgage or trust deed hereinafter described, and Independent Trust Corporation  
as Trustee U/T/A dated April 28, 1987 and known as Trust No. 573  
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 prin-  
cipal promissory note or notes of Independent Trust Corporation Trust No. 573  
\* and by an Extension Agreement dated 1/31/89,  
dated February 19, 1988, secured by a second mortgage or trust deed in the nature of a mortgage, recorded  
March 14, 1988 in the office of the Recorder \* of Cook County, Illinois, in  
XXXXXXXXXXXX recorded March 30, 1989 as Doc. #89139356,  
of \_\_\_\_\_ at page \_\_\_\_\_ as document No. 88106047 conveying to

COLE TAYLOR BANK, formerly known as COLE TAYLOR BANK/DRIVERS

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

Lot 5 (except the Northernly 20 feet thereof) and all of Lots 6 and 7 in Sherman's  
Subdivision of Lots 5 and 6 in Lyman's Subdivision of that part lying West of the  
Illinois Central Railroad of the Southeast fractional quarter of Section 2, Town-  
ship 38 North, Range 14, East of the Third Principal Meridian, in Cook County,  
Illinois.

P.I.N. 20-02-405-051, 20-02-405-052, and 20-02-405-053

Property address: 4655 South Lake Park Avenue  
Chicago, IL

DEPT-01 RECORDING \$12.00  
T#2222 TRAN 7100 08/11/89 12:04:00  
#6948 B \* - 89-372540  
COOK COUNTY RECORDER

2. The amount remaining unpaid on the indebtedness is \$ 352,000.00

3. Said remaining indebtedness of \$ 352,000.00 shall be paid on or before February 1,  
1990. All other terms and conditions contained in the original Note dated February  
19, 1988, shall remain the same.

and the Owner in consideration of such extension promises and agrees to pay the entire indebtedness secured  
by said mortgage or trust deed as and when therein provided, as hereby extended, and to pay interest thereon  
monthly until February 1, 1990 at the rate of 14 1/2% per cent per annum, and thereafter,  
until maturity of said principal sum as hereby extended, at the rate of 14 1/2% per cent per annum, and  
interest after maturity at the rate of 6% 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 \_\_\_\_\_

COLE TAYLOR BANK

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 second 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 re-  
spect 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.

CONSENTED TO:

COLE TAYLOR BANK  
BY: [Signature]  
BY: [Signature]  
BY: [Signature]

INDEPENDENT TRUST CORPORATION TRUST NO. 573  
AS TRUSTEE AND NOT PERSONALLY (SEAL)

BY: [Signature] (SEAL) CHERYL JAWORSKY, Trust Officer  
ATTEST: [Signature] (SEAL) ROBERT J. MCCORMACK  
Trust Officer

89372540

as used herein shall mean and shall be construed to mean the prime rate of interest then in effect at the time of the making of this instrument, as published by the Bank as being its prime rate and used by it in carrying its interest on those loans on which interest is established with relation to the Bank's prime rate, all as shown on the books and records of the Bank.

89372540

UNOFFICIAL COPY

EXTENSION AGREEMENT

WITH

MAR 16 CUTE TRUST BANK  
1542 West 47th Street  
Chicago, Illinois 60652  
ATTN: M. SIRD

This Agreement is signed by INDEPENDENT TRUST CORP. RATION not individually but solely as Trustee under a certain Trust Agreement known as Trust No. 133. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee or any person interested beneficially or otherwise in said property which may result herefrom, shall be payable only out of any trust property which may be held thereunder. Any and all personal liability of INDEPENDENT TRUST CORPORATION, or any person interested beneficially or otherwise in said property is hereby expressly waived by the parties hereto and their respective successors and assigns.

All representations and undertakings of INDEPENDENT TRUST CORPORATION as trustee as aforesaid and not individually are those of its beneficiaries only and no liability is assumed by or shall be asserted against the INDEPENDENT TRUST CORPORATION personally as a result of the signing of this instrument.

Exemption provisions restricting any liability of Independent Trust Corporation, attached hereto, is hereby expressly made a part hereof.

OFFICIAL SEAL  
Cynthia Plant  
Notary Public, State of Illinois  
My Commission Expires 6/30/99

I, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Robert J. McCormick, Trust Officer of Independent Trust Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such I.O. and T.O., 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 instrument, 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 3rd day of August, 1989

STATE OF Illinois }  
COUNTY OF Cook }  
the undersigned  
Notary Public

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\_\_

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }  
Notary Public

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 19th day of July, 1989

STATE OF Illinois }  
COUNTY OF Cook }  
Notary Public

Box 138

075222669