

This Indenture, made this 10th day of August, 1989, by and between
 Colonial Bank

the owner of the mortgage or trust deed hereinafter described, and

Richard S. Kozak and Mary A. Kozak, 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 Forty Thousand and 00/100ths dated July 29, 1985, secured by a mortgage or trust deed in the nature of a mortgage registered recorded August 6, 1985 in the office of the Registrar of Titles of Cook County, Illinois, in XXXXXX of XXXXXX at page XXXXXX as document No. 88380262 conveying to Colonial Bank

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

Lot 87 in Circle Bay Subdivision, being a Subdivision in the South West 1/4 of the South West 1/4 of Section 32, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 08-32-326-033
 1253 Biscayne
 Elk Grove Village, IL 60007

DEPT-01
 T83535 TRAN 0815 08/18/89 14:15:00
 \$12
 \$9998 + E *-B9-88380262
 COOK COUNTY RECORDER

2. The amount remaining unpaid on the indebtedness is \$10,000.00.

3. Said remaining indebtedness of \$10,000.00 shall be paid on or before

August 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 thereon until August 10, 1990, at the rate of 12 per cent per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of 12 per cent per annum, and interest after maturity at the rate of 18 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 Colonial Bank 5850 W. Belmont Ave., Chicago, Illinois 60634.

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.

 Richard S. Kozak (SEAL)

 Mary A. Kozak (SEAL)

This instrument was prepared by Barbara Zamzow 5850 W. Belmont Ave., Chicago, IL 60634
 (NAME AND ADDRESS)

89386333

89386333

EXTENSION AGREEMENT

WITH

UNOFFICIAL COPY

10.

GEORGE E. COLE
LEGAL FORMS

Notary Public

GIVEN under my hand and notarial seal this _____ day of _____ 19_____
 and purposes herein set forth.
 instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses
 edged him, as custodian of the corporate seal of said Corporation, he did affix said corporate seal to said in-
 of said Corporation, for the uses and purposes herein set forth; and the said Secretary then and there acknowledged
 signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act
 and especially, appeared before me this day in person and acknowledged that they
 sonably known to me to be the same persons whose names are subscribed to the foregoing instrument as such
 and _____ secretary of said Corporation, who are per-
 a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that
 Presiding Officer _____
 COUNTY OF _____ STATE OF _____
 Notary Public

GIVEN under my hand and notarial seal this _____ day of _____ 19_____
 set forth, including the release and waiver of right of homestead,
 instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered
 personally known to me to be the same person whose name _____ subscribed to the foregoing
 a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that

 COUNTY OF _____ STATE OF _____
 Notary Public

GIVEN under my hand and notarial seal this 10th day of August 1989
 set forth, including the release and waiver of right of homestead,
 instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered
 personally known to me to be the same person whose name _____ subscribed to the foregoing
 a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that
 Ricchard S. Koza and Marty A. Koza, husband and wife
 "OFFICIAL SEAL"
 BARBARA A. ZARZOVY
 NOTARY PUBLIC STATE OF ILLINOIS
 My Commission Expires 11/08/91
 ss.

COUNTY OF Cook STATE OF Illinois
 ss.