

This Indenture, made this 27th day of December 19 89, by and between Brickyard Bank 6455 W. Diversey Ave., Chicago, IL 60635

the owner of the mortgage or trust deed hereinafter described, and Charles Schoenberger and Patricia Schoenberger, 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 Charles Schoenberger and Patricia Schoenberger dated 12-27 19 88 secured by a mortgage or trust deed in the nature of a mortgage recorded 1-10 19 89 in the office of the Recorder of Cook County, Illinois, in of at page as document No. 89011695 conveying to Brickyard Bank 6455 W. Diversey Ave., Chicago, IL 60635

certain real estate in Cook County, Illinois described as follows: Lot 26 in Block 6 in Randview Highlands being a subdivision of the North West 1/4 of the North West 1/4 and the North East 1/4 of the North West 1/4 of Section 34, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois PIN 03-34-102-019-0000 DEPT-01 RECORDING \$13.00 T#5555 TRAN 6219 02/08/90 14:59:00 #1750 # E * -90-066539 COOK COUNTY RECORDER

2. The amount remaining unpaid on the indebtedness is \$ 97,610.66
3. Said remaining indebtedness of \$ 97,610.66 shall be paid on or before December 27th, 1994

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 monthly until 12-27 19 94 at the rate of 17 1/2 percent per annum, and thereafter until maturity of said principal sum, as hereby extended, at the rate of 17 1/2 percent per annum, and interest after maturity at the rate of 3 1/2 percent 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 Brickyard Bank 6455 W. Diversey Ave., Chicago, IL 60635

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.

90066539

13.00

Charles Schoenberger (SEAL) Patricia Schoenberger (SEAL)

This instrument was prepared by Connie Jett, Brickyard Bank, 6455 W. Diversey Ave., Chgo, IL 60635 (NAME AND ADDRESS)

UNOFFICIAL COPY

Box _____

EXTENSION AGREEMENT

WITH

MAIL TO:

Form 8327 Extension, Inc.

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 has affixed 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

President of _____
a Notary Public in and for said County in the State aforesaid. DO HEREBY CERTIFY that _____

COUNTY OF _____
STATE OF _____

Notary Public

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

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

COUNTY OF _____
STATE OF _____

personally known to me to be the same person _____ whose names are _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ they signed, sealed and delivered the said instrument as _____ their 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 _____ 1989

Notary Public

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

COUNTY OF _____
STATE OF _____

Barbara Rohleder
Charles Schoenberger & Patricia Schoenberger, his wife

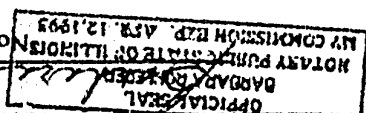
personally known to me to be the same person _____ whose names are _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ they signed, sealed and delivered the said instrument as _____ their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of homestead.

GIVEN under my hand and notarial seal this _____ day of _____ 1989

Notary Public

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

COUNTY OF _____
STATE OF _____



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