

90077576

This Indenture, made this 13th day of October 1989, by and between  
BEVERLY BANK

the owner of the mortgage or trust deed hereinbefore described and Edward W. Carter / METRO MUSIC CORP

representing himself as one of the owners of the real estate hereinafter and in said deed described as owner of WINDERMERE

1. The parties hereto agree to extend the time of payment of the indebtedness evidenced by the principal promissory note or notes of Twenty Five Thousand and no/100 Dollars (\$25,000.00)

Dated October 15, 1978, secured by a mortgage or trust deed in the nature of a mortgage registered recorded November 23, 1978 in the office of the RECORDERS OFFICE of COOK County, Illinois, in CITY of CHICAGO STATE of ILLINOIS as document No. 22093521 conveying to BEVERLY BANK

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

Lots 4, 5, 6, 7 and 8 inclusive (except the part of said Lots lying South of a line 4 feet North of and parallel with the South Line of said Section 10 taken for Land Street in Frederick H. Bartlett's Greater Chicago Subdivision No. 1 being a Subdivision of all of the East 1/2 of the South West 1/4 of section 10, Township 37 North, Range 14, East of the Third Principal Meridian all that part of the South East 1/4 of said Section 10 lying West of and adjoining the Illinois Central Railroad right of way (except therefrom the North 83.277 acres thereof) in Cook County, Illinois

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- 2. The amount remaining unpaid on the indebtedness is \$ 4,404.70
- 3. Said remaining indebtedness of \$ 4,404.70 shall be paid on or before 9/1/91. The interest of 270.79 is to be paid prior to 11/1/89. The payments of 5250.00 will be due on the first of each month beginning 11/1/89 with final payment of unpaid balance and interest due 9/1/91.

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 from 11/1/89 until 9/1/91 1989, 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 12 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 \_\_\_\_\_

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.

Edward W. Carter (SEAL)  
METRO MUSIC CORP  
EDWARD W. CARTER PRESIDENT

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

This instrument was prepared by Sheila Reeves, 1357 W. 103rd St., Chicago, IL 60643-7362

(NAME AND ADDRESS)

UNOFFICIAL COPY

EXTENSION AGREEMENT

WILL



MAIL TO:

MARY ANN BOLINE  
BEVERLY BANK  
1357 W. 103RD ST.  
CHICAGO, IL 60643

GEORGE E. COLE  
LEGAL FORMS

DEPT. OF REVENUE  
COUNTY RECORDER  
12:58:55 PM 09/11/09  
90-077974

91622006

Notary Public  
day of \_\_\_\_\_ 19\_\_\_\_  
GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
and purposes therein set forth.

personally known to me to be the same person 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 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.

\_\_\_\_\_  
President of \_\_\_\_\_  
I, \_\_\_\_\_ a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
Notary Public  
91522006

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.

\_\_\_\_\_  
I, \_\_\_\_\_ a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that

STATE OF \_\_\_\_\_  
COUNTY 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.

\_\_\_\_\_  
I, \_\_\_\_\_ a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that

STATE OF ILLINOIS  
COUNTY OF COOK  
THE UNDERSIGNED  
EDWARD J. CARTER  
Notary Public

MARY ANN BOLINE  
Notary Public  
My Commission Expires 6/30/10

Mary Ann Boline  
Notary Public  
17 day of OCTOBER 19 09