

This EXTENSION AGREEMENT, made this 20th day of December 19 85 by and between METROPOLITAN BANK & TRUST COMPANY an Illinois banking corporation, the owner of the mortgage or trust deed hereinafter described, and Juventino Benavides and

Eloise C. Benavides, his wife & Bank of Chicago/ Garfield Ridge, as Trustee and not representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"), WITNESSETH: personally

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal promissory note or notes of FORTY FIVE THOUSAND AND 00/100ths dated December 4th, 19 85 secured by a mortgage or trust deed in the nature of a mortgage registered recorded December 11 1985, in the office of the Registrar of Titles Cook County, Illinois Recorder of Deeds in book \_\_\_\_\_ at page \_\_\_\_\_ as document No. 85-319681 conveying to Metropolitan Bank & Trust Company, as Trustee, certain real estate in Cook County, Illinois described as follows

Lots 28 and 29 in Block 3 in Trego and Smith's Subdivision of the West 697 feet of the East 18 Acres of the West 34 Acres of the South 64 Acres of the Northwest 1/4 of Section 25, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. Commonly known as 3056 W. 26th St. PIN: 16-25-127-037

2. The amount of principal remaining unpaid on the indebtedness is \$ 33,584.60

3. Said remaining indebtedness of \$ 33,584.60 plus interest from this date on the balance of principal remaining from time to time unpaid at the simple annual rate of 13% per cent shall be paid in installments of principal and interest as follows:

Six Hundred Seventy Five and 00/100ths Dollars (\$ 675.00 ) on the 20th day of January, 19 90 and Six Hundred Seventy Five and 00/100ths Dollars (\$ 675.00 ) on the 20th day of each month thereafter until said indebtedness is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 20th day of December, 19 91,

and the Owner in consideration of such extension promises and agrees to pay the entire indebtedness secured by said mortgage or trust deed plus interest as and when therein provided, as hereby extended, and to pay interest after maturity or default at the rate of 17% 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 Metropolitan Bank & Trust Company, 2201 West Cermak Road, Chicago, Illinois 60608.

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 Extension 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 Extension Agreement shall inure to the benefit of any holder of said principal note or notes and interest notes and shall bind 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 Extension Agreement the day and year first above written.

METROPOLITAN BANK & TRUST COMPANY

By: [Signature] President

Attest: [Signature] Secretary

(SEAL)

(SEAL)

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# UNOFFICIAL COPY

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

FOR INDIVIDUAL OWNER(S)

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\_\_\_\_.

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

STATE OF ILLINOIS  
COUNTY OF COOK

I, Jolene DiMenna

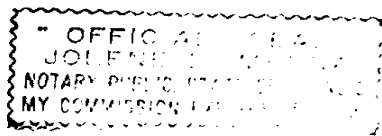
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_  
Donald A. Stanczyk and Julie A. Novak

~~Assistant~~ Vice-President of the Bank of Chicago / Garfield Ridge and ~~Assistant~~ Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~Assistant~~ Vice-President, and ~~Assistant~~ Secretary, 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said ~~Assistant~~ Secretary then and there acknowledged that said ~~Assistant~~ Secretary, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 2nd day of February 1990.

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

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

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

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

STATE OF Illinois  
COUNTY OF Cook

I, Cheryl Brueckmann

a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_  
Margaret A. Bryski, Vice \_\_\_\_\_, President of METROPOLITAN BANK & TRUST COMPANY  
and Jose Munoz \_\_\_\_\_ Assistant \_\_\_\_\_ Secretary of said Bank, 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 Bank, 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 Bank, 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 Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22nd day of February 1990.

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

9-69 1975

FOR LAND TRUST OWNER

FOR CORPORATE OWNER

FOR METROPOLITAN BANK



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\*N/K/A BANK OF CHICAGO / GARFIELD RIDGE

12.00 E

THIS Extension / Agreement is executed and agreed by the parties herein to the contract said; and it is expressly understood and agreed by the parties herein to the contract notwithstanding that each and all of the covenants, undertakings and agreements herein made are intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by the Garfield Ridge Trust and Savings Bank as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall it be asserted or enforced against, Garfield Ridge Trust and Savings Bank as Trustee, its agents, or employees, on any time be asserted or enforced of any covenant, undertaking or agreement herein or in said principal note account hereof, or on account of any covenant, undertaking or agreement herein or in said principal note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holder of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder of said principal note or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that the Garfield Ridge Trust and Savings Bank, individually, shall have no obligation to see to the performance or non-performance of any of the covenants herein contained and shall not be personally liable for any action or nonaction taken in violation of any of the covenants herein contained, it being understood that the payment of the money secured hereby and the performance of the covenants herein contained shall be enforced only out of the property hereby mortgaged and the rents, issues, and profits thereof.

IN WITNESS WHEREOF, Garfield Ridge Trust and Savings Bank, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary, the day and year first above written.

As Trustee as aforesaid and not personally,  
 By *Donald A. Stanczyk*  
 Donald A. Stanczyk, Vice President

ATTEST  
*Julie A. Novak*  
 Julie A. Novak, Secretary