

UNOFFICIAL COPY 90193658

This EXTENSION AGREEMENT, made this 14th day of MAY 1989, 1990 by and between AMALGAMATED TRUST & SAVINGS BANK, an Illinois banking corporation, the owner of the mortgage or trust deed hereinafter described, and AMALGAMATED TRUST AND SAVINGS BANK U/T/A #5417 AND NOT PERSONALLY 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 OWNERS dated APRIL 14, 1990, secured by a mortgage or trust deed in the nature of a mortgage recorded MAY 3, 1989, in the office of the Recorder of Deeds COOK County, Illinois in book _____ at page _____ as document No. 89-198947 conveying to Amalgamated Trust & Savings Bank, as Trustee, certain real estate in COOK County, Illinois described as follows:

SEE ATTACHED SCHEDULE A:

DEPT-431 RECORDING 114 00
TR#555 FROM 3101 04 22/90 14 35 00
*5525 *E *--50--1 93658
COOK COUNTY RECORDER

2. The amount of principal remaining unpaid on the indebtedness is \$ 149,562.06

3. Said remaining indebtedness of \$ 149,562.06 plus interest from this date on the balance of principal remaining from time to time unpaid at the simple annual rate of 12.50 per cent shall be paid in installments of principal and interest as follows:

ONE THOUSAND SIX HUNDRED THIRTY FIVE AND 54/100 Dollars (\$ 1,635.54) on the 14TH day of MAY, 1990, and ONE THOUSAND SIX HUNDRED THIRTY-FIVE AND 54/100 Dollars (\$ 1,635.54) on the 14TH 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 14TH day of OCTOBER, 1990,

and the Owner in consideration of such extension promise, 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 Amalgamated Trust & Savings Bank, One West Monroe Street, Chicago, Illinois 60603.

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. AMALGAMATED TRUST AND SAVINGS BANK U/T/A #5417

AMALGAMATED TRUST & SAVINGS BANK
By: _____ President
Attest: _____ Asst Secretary

(SEAL)
(SEAL)

14 00

This document prepared by: _____

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SCHEDULE A

UNITS 125, 127-1, 127-2, 8000-1, AND 8002 IN 8000 SOUTH INDIANA CONDOMINIUM, AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

LOTS 1 AND 2 IN BLOCK 9 IN WOLFF'S SUBDIVISION OF BLOCK 9 IN SUBDIVISION OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS:

WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT D TO THIS DECLARATION OF CONDOMINIUM MADE CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE, UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED SEPTEMBER 23, 1986, AND KNOWN AS TRUST NUMBER 1089048 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 89114564, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AND TOGETHER WITH PARKING SPACES G-3, 2-G, 1-G AND G-5. A LIMITED COMMON ELEMENT.

TAX #20-34-108-022; 8000 S. INDIANA/125 EAST 80TH ST.

THE MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE SUBJECT UNIT DESCRIBED HEREIN, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID UNIT SET FORTH IN THE DECLARATION OF CONDOMINIUM.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS AND COVENANTS, RESTRICTIONS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

MORTGAGOR ALSO HEREBY GRANTS AND ASSIGNS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, PARKING SPACE NO. G-3, 2-G, 1-G AND G-5 AS A LIMITED COMMON ELEMENT AS SET FORTH AND PROVIDED IN THE AFOREMENTIONED DECLARATION OF CONDOMINIUM.

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