

UNOFFICIAL COPY

EXTENSION AGREEMENT

90195870

This Indenture, made this 22nd day of April 1990 by and between Brickyard Bank- 6455 N. Diversey Ave., Chicago, Illinois 60635

the owner of the mortgage or trust deed hereinafter described, and Walter Straus and Carol Straus, 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 Walter and Carol Straus dated 4-22 1987, secured by a mortgage or trust deed in the nature of a mortgage registered recorded 4-28- 1987 in the office of the Recorder of Cook County, Illinois, in of at page as document No. 87225893 conveying to Brickyard Bank, 6455 N. Diversey Ave., Chicago, IL 60635

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

The South 10 feet of Lot 22 and Lot 23 (except the South 5 feet thereof) in Block 4 in Tryon and Davis' Addition to Irving Park, in Section 14, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN 13-14-107-034-0000

Known as 4602 N. Harding, Chicago, IL 60625

REPT-01 RECEIVED 1990 APR 22 11 00 AM 1990 6455 N. DIVERSEY AVE. CHICAGO, ILL. 60635

- 2. The amount remaining unpaid on the indebtedness is \$ 11,655.75
3. Said remaining indebtedness of \$ 11,655.75 shall be paid on or before 4-22-95

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 4-22- 1995 at the rate of floating prime per annum, and thereafter until maturity of said principal sum as hereby extended at the rate of floating prime per annum, and interest after maturity at the rate of 11% 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 Brickyard Bank- 6455 N. Diversey Ave., Chicago, Illinois 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 30 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.

Walter Straus (SEAL)
Carol Straus (SEAL)

This instrument was prepared by Connie Jett-6455 N. Diversey Ave., Chicago, IL 60635 (NAME AND ADDRESS)

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EXTENSION AGREEMENT

WITH

MAIL TO:

Form 88 307 (Amended, 1-84)

Notary Public

GIVEN under my hand and notarial seal this _____ day of _____ 19____ and purposes therein set forth. _____ and _____, respectively, appeared before me this day in person and acknowledged that they personally know 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- _____ President of _____ a Notary Public in and for said County in the State aforesaid. DO HEREBY CERTIFY that _____

STATE OF _____ COUNTY OF _____ Notary Public

GIVEN under my hand and notarial seal this _____ day of _____ 19____ and purposes therein set forth, including the release and waiver of right of homestead. _____ free and voluntary act, for the uses and purposes therein _____ instrument, appeared before me this day in person and acknowledged that _____ he signed, sealed and deli- _____ personally know 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 _____

STATE OF _____ COUNTY OF _____

Notary Public

GIVEN under my hand and notarial seal this 22nd day of April 1990 _____ Walter Straus & Carol Straus _____ personally know to me to be the same person _____ whose name _____ are _____ subscribed to the foregoing _____ instrument, appeared before me this day in person and acknowledged that _____ he signed, sealed and deli- _____ free and voluntary act, for the uses and purposes therein _____ set forth, including the release and waiver of right of homestead.

Barbara Rohlfeder _____ a Notary Public in and for said County in the State aforesaid. DO HEREBY CERTIFY that _____ Walter Straus & Carol Straus _____ personally know to me to be the same person _____ whose name _____ are _____ subscribed to the foregoing _____ instrument, appeared before me this day in person and acknowledged that _____ he signed, sealed and deli- _____ free and voluntary act, for the uses and purposes therein _____ set forth, including the release and waiver of right of homestead.

STATE OF Illinois COUNTY OF Cook

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