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This Indenture, made this 27th day of April and between First National Bank of Niles, a national known banking association the owner of the mortgage or trust deed hereinafter described, and First National Bank of Niles as Trustee under Trust = 477, dated 4-25-89 and Jack Beider representing hanself or themselves to be the owner or owners of the real estate hereinatter and in said deed described ("Owner"), WITNESSETH

The parties hereby agree to extend the time of payment of the Indeptedness evidenced by the principal promissory note or notes of Three Hundred Sixty Eight Thousand Dollars and 10/10/175-----

dated April 27 (1989) secured by a mortgage or trust deed in the nature or a ...

Value 31 (29), in the office of the Registrar of Litles Recorder of 600k 69244583 & 89244583 cons å åssignment of rents . Iv 89 secured by a mortgage or trust deed in the nature of a mortgage registered/recorded County, Illinois, in us document No. 39244583 89244584 conveying to

First National of Miles

certain real estate in 270k ... County, Illinois described as follows:
Lot 6 in Block 14 in Chicago North Shore Land Company's Subdivision in the Northeast Juanter (E) of Section 18. Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

30232583

Permanent Real Estate Index Number(s)

18-218-006

Addressies of real estate:

1360 Scott Avenue, Winnetka, Illinois

- 363,000.00 2. The amount remaining uppaid on the indebtedness is \$
- Saw remaining indebtedness of 368,000.00

  2 over the corporate base index rate of First Lational Bank of Chicago, Floating on INTEREST MONTHLY

  INTEREST TO CALCULATED ON A 265/260 DAY 01676 dail

and the Owner in consider it in 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 it orest thereon until - April - 27

or trust deed as and when therein provided, as hereby extended, and to pay the set diction undi-19 92, at the rate of "per cent per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of "per cent per annum, and interest after maturity at the rate of "per cent per annum, and to pay both principal and interest in the corner currency provided for in the mortgage or trust deed hereinabove described, but if that Cambon be done legally then in the most saidable legal tender of the United States of America current on the due date thereads on the equivalent massing in sach legal tender in other United States currency, it such banking house or trust campains in the Contest of the state in the Contest of the state in writing pairs in the Contest of the Contest of the Marking in writing ogsånt under infalter such gosantmendthesat. First National Bank of Viles

- \* It any part of said independences or interest there in be not paid at the materity thereof as began provided, or if tellulit in the perfection and of any other coverant of the Owner shall continue for twenty days after written notice thereof, the entire principle said secured by said mortgage or trust deed, together with the then accrued interest, hereon, shall, with an induced at the log first of the bidder of haders of said proposed nations notice by some or the first hereon. ing unnoticed at the oping of the holder of holders of said principal note of notes, become and be due and payable, in It safare the open as it said extension had not been granted.
- So at song coment as subjective to suid mortgage or trust deed. All the provisions thereof and of the principal note above and of the principal induced in the suid mortgage or trust deed for the first that the main, it is proposed and accurate interest and for any cause specified in said mortgage or trust deed for that the main, it is proposed and arrived as an expressly provided for, shall remain in till force more first as a contract so the proposed and the Owner agrees to perform all the coverants of the grantor or grantors as and notifiage or trust at a contract so the provisions of this indenture shall mure to the benefit of any holder of said principal vite of notes, and it for some so and the first provision of the first personal representatives and assigns of the Owner. The Owner before where some access and constraint denotes under and by order of the Homestead Exemption Laws of the State of a rule so a first assignment as a state. If the Owner consists of Isosom more persons, their hability hereunder shall be joint. and several

IN 11811MONY Wild ALOHOM, purples hereto have signed, sealed and delivered this indenture the day and year fast above viriters.

lack Beider

El aureczech Robert 1. Schweigerd, Exec. Vice President

1-13 INSA DIVINE ARRANGE AT HER A. Nellessen, Asst. Trust Officer

HOWARD & MORGE Price nests amont was proper actions and Property of the Control o 7100 West Commission the Hills · Orisin

- SE AL +

## **UNOFFICIAL COPY**

STATE OF ILLIN	10IS / ss.			
COUNTY OF COUR	i i			
a Notary Public in and for s Schweigerdt and Ka	the Undersigned aid County in the State aforesa thleen A. Nellesser an			
appeared before me this da	o be the same person <sup>S</sup> whos y in person and acknowledged t tary act, for the uses and purpos	hat the Y signed, sealed an	oed to the foregoing ins didelivered the said instr the release and waiver o	umentas
homestead. GIVEN under my haid a	OFFICIAL SEAL FRANCES E, GAST IOTARY PUBLIC, MATE OF ILLINOI NA Bommission Excitos 7(1)92	day of April	Charles Pulting	1990.
STATE OF	155			
COUNTY OF	,			
I,	al.4vCounty in the State aforesai	d, DO HEREBY CERTIFY	īŝiat	,
personally known to me to appeared before me this day	y in per co and acknowledged th	name subscrib lat he signed, scaled an	d delivered the said instru	ument as
free and volunta	ary act, for the uses and purpose	is therein set forth, including	the release and waiver of	f right of
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Box

20222283

EXTENSION AGREEMENT

First No Penal Bent of Niles
Zhe Alekan (1971)
MESLIEL (15, 6045)

MAIL TO:

GEORGE E. COLE

E E N

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MOBTGAGE

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and repair; (6) To comply with all applicable laws, ordinances, rules and regulations of any nation, state or municipality, and neither to use nor to permit the property to be used for any unlawful purpose; (7) To keep the mortgaged prenuses free from hens superior to the hen of this mortgage, except as aforesaid, and to pay when due pay indebtedness which may be secured by lien or charges on the premises superior to the lien Lereof; (8) That no sale or conveyance of said property will be made without the prior written conservat the Morrgagee: (4) That time is of the essence of this mortgage and of the Note secured hereby and no waiver of any right or oldingation hereunder or of the obligation secured hereby shall at any sime thereafter be held to be a

Lake Avenue, Wilmette, Illinois 60091, hereafter referred to as the Mortgagee the following real estate situation by Louis FF 100. A. L. C. C. D. Y. . . . . , State of Illinois, to-wit:

Lot 84 in Hollywood in Wilmette Resubdivision of part of the West Half of Lot 29 in County Clerk's Divsion in Section 32, Township 42 North, Range 13, East of the Third Principal Meridian and part of Lots 1,2, 3 and 4 in Roemer's Subdivision of Lot 30 in County Clerk's Division in Section 32, aforesiad in Cook County, Illinois

the undersigned will not transfer, assign, or in any way hypothecate or attempt to transfer, assign or hypothecate his right, title or interest in the property securing the Note, without first obtaining the written consent of the holder. Upon any transfer, assignment or hypothecation of undersigned's right, title or interest to the property securing the Note, without the previous written consent of holder, the principal balance remaining at the time of such transfer, is-ignment or hypothecation shall immediately become due and payable. The acceptance of an payment after such transfer, assignment or hypothecation shall not be construed as a consent of the holder to such assignment, transfer or hypothecation nor shall it effect his right to proceed with such action as the holder shall deem necessary.

Mortgager on behalf of himself and each and every party claiming by or through mortgager, hereby wrives and releases are and all rights of redemption, statutory or otherwise, without prejudice to nortgagee's right to any remedy, legal or equitable which mortgagee may pursue to enforce payment or effect collection at all or any part of the indebtedness secured by this Mortgage and and without prejudice to configuree's rights to a deficiency judgment or any other appropriate relief in the event of force resure of this Mortgage.

the mortgagor(s) hereby wave, release, and relinquish any and all rights they may have in the homestead estate in the property subject to this Mortgage.

TOGETHER with all the buildings and improvements now or bereafter erected thereon and all appurenances, apparatus and fixtures and the rents, issues and profits thereof, of evers name, nature and kind.

TO HAVE AND TO HOLD the said property unto sail Morrgagee torever, for the uses and purposes herein set forth, free from all rights and benefits under the Homestead Exemption laws of the State of Illinois, which said rights and herefus said Morrgagors do hereby release and waive.

PROPERTY APERESS: 442 Beverly Drive, Wilmette, Il. 60091

PERMANINI INDEX NUMBER: 05-32-312-010

It is the intention hereof to secure the payment of the total in fentedness of the forgagors to the Mortgagee within the limits prescribed herein whether the entire amount shall have been advanced to the Mortgagors at the date hereof or at a later date or having been advanced shall have been paid in part and future advances thereafter made. All such future advances so made shall be liens and shall be secured by this mortgage equally and to the same extent as the amount originally advanced on the security of this mortgage, and it is expressly agreed that all such future advances shall be liens on the property herein described as of the date hereof.

THE MORTGAGORS COVENANT: (1) The term "in lebte liness" as herein used shall include all sums owed or agreed to be paid to the Mortgagee by the Mortgagors or their successors in title, either under the terms of said Note as originally executed or as modified and amended by any subsequent Note, or under the terms of this mortgage or any supplement thereto or otherwise; (2) To repay to the Mortgagee the in lebte liness secured hereby, whether such sums shall have been paid or advanced at the date hereof or at any time hereafter; (3) To pay when due all taxes and assessments levied against said property or any part thereof, and to deliver receipts therefor to the Mortgagee promptly upon demand, (4) To keep the buildings and improvements situated on said property continually insured against fire and such other caractes, in such amount and with such carrier as the Mortgagee shall approve, with loss payable to the Mortgagee as interest may appear. (3) Neither to commit not to suffer any strip waste, impairment of deterioration of the mortgaged premises or any part thereof, and to maintain the mortgaged premises in good condition

THIS EXCEMENT PREPARED BY: Martha B. James, Edens Plaza Bank, Wilmette, II. 60091

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waiver of the terms hereof, or of any Note secured hereby, and that the lien of this mortgage shall remain in full force and effe becomes vested in a person or persons other than the mortgaged premises or any part thereof Mortgagors, the Mortgagee may without notice to the Mortgagors' deal with such successor or successors in interest with reference to this mortgage and the indebtedness hereby secured in the same manner as with the Mortgagors; (11) That upon the commencement of any foreclosure proceeding hereto the court in which such suit is filed may at any time, either before or after sale and without notice to the Mortgagors, appoint a receiver with power to manage, rent and collect the rents, issues and profits of said premises during the pendency of such foreclosure suit, and the statutory period of redemption, and such rents, issues and profits, when collected either before or after any foreclosure sale, may be applied toward the payment of the injecte iness or any deficiency decree, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, and upon foreclosure and sale of said premises there shall first be paid out of the proceeds of such sale a reasonable sum for plaintiff's attorney's fees, and all expenses of advertising, selling and conveying said premises, all sums advanced for court costs, any taxes or other liens or assessments, or title costs, master's fees and costs of procuring or completing an abstract of title title guaranty policy or Torrens Certificate showing the complete ride of sail premises, including the foreclosure decree and Certificate of Sale; there shall next be paid the indebredness secured hereby, and finally the overplus, if any, shall be returned to the Mortgagors. The purchaser at said sale shall have no duty to see to the application of the purchase money.

If there he only one mortgagor, all plotal words herein referring to Missiagers shall be construed in the su gular.

IN WITNESS WHEREOF the Mortgagors have hereunto 11th day of May Talmadge Esther Louise Talmadge (Seal) STATE OF ILLINOIS Cook COUNTY OF I, a Notary Public, in and for the said county in Norman Talmadge and Esther Louise Talmadge personally known to me to be the same persons subscribed to the foregoing instrument appeared belove me this day in person and signed, sealed and delivered the said instrument as acknowledged that they own free and voluntary act for the uses and purposes therein set him, including the release and waiver of the right of homestead. my hand and Notarial Seal this a.D. 442 Boverly Wilmette, 11. 60091 Nysman and Esther Louise Wilmette, Illinois 60091 3244 W. Lake Avenue EDENS PLAZA BANK Wilmette, Illinois 6009 3244 W. Lake Avenue EDENS PLAZA BANK