

EXTENSION AGREEMENT
(ILLINOIS)

UNOFFICIAL COPY

No. 10 00
F. OF ILL. 1986
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CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the author of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

This Indenture, made this 29th day of August, 1989, by and between Jefferson State Bank, an Illinois Banking Corporation

the owner of the mortgage or trust deed hereinafter described, and Jefferson State Bank as Trustee U/T/A dated 8-12-86 and known as Trust No. 1413

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 Forty Thousand and 00/100 Dollars

(\$40,000.00)

OFFICE OF RECORDING
COOK COUNTY RECORDER
\$13.00
12:50:00

Above Space For Recorder's Use Only

dated August 29, 1986, secured by a mortgage or trust deed in the nature of a mortgage ~~XXXXXX~~ recorded September 9, 1989, in the office of the ~~XXXXXX~~ Recorder of Cook County, Illinois, in ----- of ----- at page ----- as document No. 86403324 conveying to Jefferson State Bank, an Illinois Banking Corporation

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

Lot 54 and the South 10 feet of Lot 55 in Fairfield, a Subdivision of the North West 1/4 of the South East 1/4 of Section 11, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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Exoneration provision restricting any liability of the Jefferson State Bank stamped on the reverse side hereof, is hereby expressly made a part hereof.

Permanent Real Estate Index Number(s): 13-11-406-031

Address(es) of real estate: 5118 N. Drake Ave., Chicago, Illinois 60625

2. The amount remaining unpaid on the indebtedness is \$ 37,803.55

3. Said remaining indebtedness of \$ 37,803.55 shall be paid on or before October 1, 1990

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 until October 1, 1990, at the rate of 11 per cent per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of 11 per cent per annum, and interest after maturity at the rate of 14 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 any 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 Jefferson State Bank, 5301 W. Lawrence Ave., Chicago, Illinois 60630

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.
Jefferson State Bank, an Illinois Banking Corporation (SEAL)

Jefferson State Bank, not personally but as Trustee U/T/A dated 8-12-86 and known as Trust No. 1413
BY: Penelope Jackson Trust Officer

BY: Judith Macior Vice President
ATTEST: Fulton Roseman Asst. Cashier

ATTEST: Lou Ann T. Silvestri Asst. Trust Officer

This instrument was prepared by Jefferson State Bank, BY: Judith Macior, 5301 W. Lawrence Ave. Chicago, Illinois 60630
(NAME AND ADDRESS)

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UNOFFICIAL COPY

STATE OF Illinois)
COUNTY OF Cook) ss.

I, Lorraine M. Anderson
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Penelope Jackson, Trust Officer of Jefferson State Bank
personally known to me to be the same person whose name is subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as
her 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 official seal this 29th day of May 1990.

Lorraine M. Anderson
Notary Public

"OFFICIAL SEAL"
Lorraine M. Anderson
Notary Public, State of Illinois
My Commission Expires 1/16/92

STATE OF Illinois)
COUNTY OF Cook) ss.

I, Lorraine M. Anderson
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Lou-Ann T. Silvestri, Assistant Trust Officer of Jefferson State Bank
personally known to me to be the same person whose name is subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as
her 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 official seal this 29th day of May 1990.

Lorraine M. Anderson
Notary Public

"OFFICIAL SEAL"
Lorraine M. Anderson
Notary Public, State of Illinois
My Commission Expires 1/16/92

STATE OF Illinois)
COUNTY OF Cook) ss.

I, Lorraine M. Anderson
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Judith Macior Vice, President of Jefferson State Bank
and Lillian Rosenau, Asst. Cashier ~~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 Vice Pres. and
Asst. Cashier, 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 Asst. Cashiers ~~Secretary~~ then and there acknowledged that, as
custodian of the corporate seal of said Corporation, she did affix said corporate seal to said instrument as her 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 official seal this 29th day of May 1990.

Lorraine M. Anderson
Notary Public

"OFFICIAL SEAL"
Lorraine M. Anderson
Notary Public, State of Illinois
My Commission Expires 1/16/92

90253392

Box 199

EXTENSION AGREEMENT

WITH

EXECUTED AND DELIVERED BY THE JEFFERSON STATE BANK OF CHICAGO, NOT
IN ITS INDIVIDUAL CAPACITY, BUT SOLELY IN THE CAPACITY HERIN DESCRIBED, FOR THE
PURPOSE OF BINDING THE HEREIN DESCRIBED PROPERTY, AND IT IS EXPRESSLY UNDER-
STOOD AND AGREED BY THE PARTIES HERETO, ANYTHING HERETO THE CONTRARY
NOTWITHSTANDING, THAT EACH AND ALL OF THE UNDERTAKINGS AND AGREEMENTS HERIN
MADE, ARE MADE AND UNDERTAKEN AS PERSONAL UNDERTAKINGS AND AGREEMENTS
OF THE TRUSTEE, OR FOR THE PURPOSE OF BINDING THE TRUSTEE PERSONALLY, BUT EX-
ECUTED AND DELIVERED BY THE TRUSTEE IN THE CAPACITY OF THE TRUSTEE
CONFERRED UPON IT AS SUCH TRUSTEE, AND NO PERSONAL LIABILITY OR CON-
SEQUENCE IS ASSUMED BY, OR SHALL AT ANY TIME BE ASSUMED, INCURRED AGAINST
SAID TRUSTEE OR ACCOUNT HEREOF OR ON ACCOUNT OF ANY UNDERTAKING OR AGREE-
MENT HERIN CONTAINED, EITHER EXPRESSLY OR IMPLIED, ALL SUCH PERSONAL LIABILITY,
IF ANY, BEING HERIN EXPRESSLY WAIVED AND RELEASED BY ALL OTHER PARTIES HERIN
AND THOSE CLAIMING BY, THROUGH, OR UNDER THEM.

MAIL TO:

Box 199

GEORGE E. COLES
LEGAL FORMS