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- 8. 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 privilege 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 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.
- 9. The Mortgagee under the Mortgage or Trust Deed Extended herein shall execute this document solely as a party to the agreement, and reserves the right of acceptance of this agreement subject to receipt of an acceptable endorsement to a title insurance policy covering the recording or registration of this agreement, showing conditions of title which are acceptable to the Mortgagee.
- 10. ~~THIS DOCUMENT IS SUBJECT TO THE PROVISIONS OF THE EXTENSION AGREEMENT WHICH IS A PART OF THE ORIGINAL PRINCIPAL BALANCE.~~

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year first above written.

Albany Bank & Trust Company N. A. U/I/A # kb-377\* 11-3783

ALBANY BANK AND TRUST COMPANY, N.A.

(SEAL)

BY:

*[Signature]*  
Vice President

(SEAL)

Attest:

*[Signature]*  
Assistant Vice President  
SENIOR

CONSENT TO EXTENSION AGREEMENT

The undersigned endorser or endorsers, guarantor or guarantors or other secondary obligor or obligors, including an original unreleased borrower or borrowers, hereby consent to the foregoing Extension Agreement

(SEAL)

*[Signature]*  
Han Chul Lee

*[Signature]*  
Sun Hui Lee

(SEAL)

THIS DOCUMENT PREPARED BY Gary A. Worcester  
3400 W. Lawrence Avenue  
Chicago, Illinois 60625

RETURN TO: BOX 35

Albany Bank and Trust Company, N.A.  
3400 West Lawrence Avenue  
Chicago, Illinois 60625

90302874

90302874

UNOFFICIAL COPY

This Indenture, made this 15<sup>th</sup> day of September 19<sup>89</sup> by and between Albany Bank & Trust Company N.A. the holder and owner of the Mortgage or Trust Deed hereinafter described ("Mortgagee") and Albany Bank & Trust Company N. A. U/T/A # 11-3783 representing himself or themselves

to be the owner or owners of the real estate hereinafter and in said Trust Deed or Mortgage 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 Albany Bank & Trust Company N. A. U/T/A # 11-3783 dated July 9, 19 79,

secured by a Mortgage or Trust Deed in the nature of a Mortgage registered/recorded July 18, 19 79, in the office of the Registrar of Titles/Recorder of Cook County, Illinois, as document no. 25-056-277 conveying to Chicago Title & Trust Co. certain real estate in Cook County,

Illinois described as follows: Lot 4 in Block 2 in Johnson and Tydens Addition to West Ravenswood a Subdivision of the East half of the North East quarter of the North West Quarter of Section 14, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 13-14-105-003  
Common address: 2643 W. Lawrence Ave. Chicago, IL.

DEPT-01 RECORDING \$15.00  
TRN 0036 06/25/90 15:57:00  
#1022 # 20-302874

2. The amount remaining unpaid on the indebtedness is \$ 34,222.92  
3. Said remaining indebtedness of \$ 34,222.92 shall be paid on or before September 1, 1999, and the Owner in consideration of such extension

promises and agrees to pay the entire indebtedness secured by said Mortgage or Trust Deed as therein provided, as hereby extended, as follows: Principal and interest on the balance remaining from time to time unpaid at the rate of 11%\*\* per annum, installments as follows: Four Hundred Seventy Two Dollars (\$472.00) on the first day of October 1989 and on the first day of each month

thereafter, until maturity of said principal sum as hereby extended at the aforementioned rate of interest together with the aforesaid sum, if any, and interest after maturity at the rate of P+5 % per annum. Said payments are to be made at such banking house or trust company in the City of Chicago, Illinois, as the legal holder or holders of the principal Note or Notes secured by said Trust Deed or Mortgage may from time to time in writing appoint, and in absence of such appointment then at ALBANY BANK AND TRUST COMPANY, N.A. 3400 W. Lawrence Avenue, Chicago, Illinois

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 three 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. The Owners are prohibited from selling, conveying, assigning the beneficial interest in and to, entering into Articles of Agreement for the sale of, leasing, renting, or in any manner transferring title to the mortgaged premises without the prior written consent of the mortgagee. Failure to obtain prior written consent shall constitute a default hereunder entitling the mortgagee to declare the whole of the debt immediately due and payable.

6. A late charge in the amount of 5 % of this monthly payment due hereunder will be assessed for any payment made more than 15 days after the due date.

7. This loan is payable in full at the end of 10 years. At maturity, or if the holder or holders of the Note demand payment the entire principal balance of the loan and unpaid interest then due shall be paid forthwith. The holder or holders of the Note are under no obligation to refinance the loan at that time. The Owner therefore will be required to make payment out of other assets, or will have to find a lender willing to lend the money at prevailing market rates which may be considerably higher than the interest rate on this loan. The interest rate shall be adjusted to Albark prime Rate + 2% on September 1, 1994, fixed for the remaining term. The payment due for principal and interest shall also be adjusted on that date, so as to amortize the remaining balance over the remaining term

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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 they signed, sealed and delivered the said instrument as their free and voluntary act and deed, including the release and waiver of homestead for the year and purposes therein set forth.

I, the undersigned, a Notary Public in and for said County in the State of Illinois, DO HEREBY CERTIFY that Han Chul Lee and Sun Hui Lee

COUNTY OF COOK )  
125  
STATE OF ILLINOIS)

Michael Bontcovar,  
Vice President

BY: Arnold J. Kozlov, Land Trust Officer

ALBANY BANK & TRUST CO. N.Y.,  
not personally, but solely as  
Trustee as aforesaid, pursuant  
to the terms of that certain  
TRUST AGREEMENT dated  
July 9, 1979  
and bearing TRUST NUMBER 11-3783

IN WITNESS WHEREOF, ALBANY BANK & TRUST CO. N.Y., not personally, but as Trustee as aforesaid has caused these presents to be signed by its and its corporate seal to be hereunto affixed and attested by its day of September, 1989.

THIS EXTENSION AGREEMENT is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything therein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended not as personal covenants, undertakings 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 ALBANY BANK & TRUST CO. N.Y., 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 at any time be asserted or enforced against ALBANY BANK & TRUST CO., N.Y. as Trustee, its agents, or employees, on account hereof, or an 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 expressly waived and released by the party of the second part or holder or holder of said principal or interest notes hereto, and by all persons claiming by or through or under said party of the second part or the holder or holder, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.

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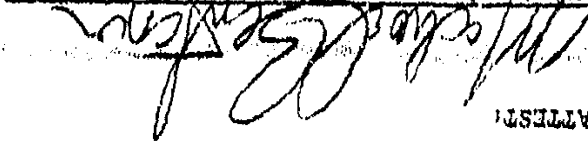
personally known to me to be the same persons whose name is attached to the foregoing instrument, appeared before me that only in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and deed, including the release and waiver of homestead purposes therein set forth, including the release and waiver of right of homestead, for the use and

the undersigned, a Notary Public in and for said County in the State of Florida, DO HEREBY CERTIFY that Han Chul Lee and Sun Hui Lee

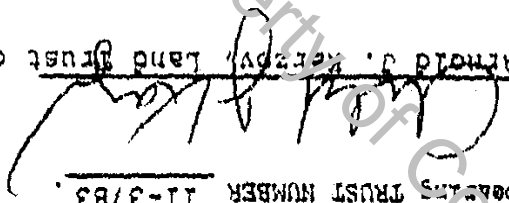
STATE OF FLORIDA  
COUNTY OF COOK

Vice President

Michael Bencover,



ATTEST:

BY:  Arnold J. Keryon, Land Trust Officer

and bearing TRUST NUMBER 11-3783

TRUST AGREEMENT dated

July 9, 1979

to the terms of that certain Trustee as aforesaid, pursuant not personally, but solely as ALBANY BANK & TRUST CO., N.Y.

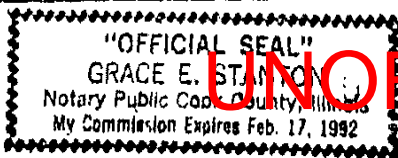
this 6th day of September, 19 89

IN WITNESS WHEREOF, ALBANY BANK & TRUST CO., N.Y., not personally, but as Trustee as aforesaid has caused these presents to be signed by its and its corporate seal to be hereunto affixed and attested by its

Anything herein contained to the contrary notwithstanding, it is understood and agreed that ALBANY BANK & TRUST CO., N.Y., individually, shall have no obligation to see to the performance or non-performance or any of the covenants herein contained and shall not be personally liable for any action or non-action 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.

THIS EXTENSION AGREEMENT is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid, and it is expressly understood and agreed by the parties hereto, anything therein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended not as personal covenants, but 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 at any time be asserted or enforced against ALBANY BANK & TRUST CO., N.Y., as Trustee, its agents, or employees, on account thereof, or an account of any covenant, undertaking or agreement herein or in said principal note contained, either expressed or implied, all second part or holder or holders of said principal or interest notes hereto, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.

90302874



Grace E. Stanton  
Notary Public

UNOFFICIAL COPY

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK    )

I, THE UNDERSIGNED, a Notary Public, in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT the above Officers of ALBANY BANK & TRUST COMPANY N.A., who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Land Trust officer and Vice President, 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 association, as Trustee as aforesaid for the uses and purposes therein set forth; and the said Land Trust Officer, then and there acknowledge that he, as custodian of the Corporate Seal of said association, did affix said seal to said instrument as his own free and voluntary act and as the free and voluntary act of said association, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 6th day of September, 1989.

90302874

Grace E. Stanton  
NOTARY PUBLIC



STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK    )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Michael Bentcover Vice President and Gary A. Worcester Senior Vice President of ALBANY BANK AND TRUST COMPANY, N.A. who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Senior Vice President, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument in writing as their free and voluntary act, and as the free and voluntary act of ALBANY BANK AND TRUST COMPANY, N.A. for the uses and purposes therein set forth, and caused the corporate seal of said Corporation to be thereto attached.

GIVEN under my hand and notarial seal this 1st day of September, 1989.

Grace E. Stanton  
Notary Public

