

UNOFFICIAL COPY

CLA028

FORM NO. 1000
April, 1988

EXTENSION AGREEMENT (ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

This Indenture, made this 16th day of March, 1990, by and between Commercial National Bank of Berwyn, a National Banking Corporation the owner of the mortgage or trust deed hereinafter described, and Lasalle National Bank as successor trustee to Central National Bank in Chicago Trust #10-20988-08 dated 1/6/75 & not personally, representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner").

90326864

WITNESSETH:
1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal promissory note or notes of Four hundred thousand and no/100ths (\$400,000.00)

Above Space For Recorder's Use Only

& Assignment of Rents dated June 24, 1986, secured by a ~~mortgage~~ or trust deed in the nature of a mortgage registered/recorded August 5, 1986, in the office of the ~~Register~~ Recorder of Cook County, Illinois, in 86334845 at page 86334845 as document No. 86334845 conveying to Commercial National Bank of Berwyn

RIDER ATTACHED TO AND MADE A PART OF

MORTGAGE

~~(TRANSFER AGREEMENT)~~
(EXTENSION AGREEMENT)
~~(ADDITIONAL ADVANCE AGREEMENT)~~

Dated March 16th, 1990 Under Trust No. 10-20988-08

This instrument is executed by LASALLE NATIONAL BANK, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants, and conditions to be performed by LASALLE NATIONAL BANK are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted to be enforceable against LASALLE NATIONAL BANK by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said LASALLE NATIONAL BANK, either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon LASALLE NATIONAL BANK, personally or as said Trustee, to sequester the rents, issues and profits arising from the disposition thereof; but so far as said trustee and its successors and said LASALLE NATIONAL BANK personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefore and as provided in said note or by action to enforce the personal liability of the guarantor, if any.

... 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.

COMMERCIAL NATIONAL BANK OF BERWYN
X Roger C. Forcash, Sr., V.P. (SEAL)

LA SALLE NATIONAL BANK AS SUCCESSOR TRUSTEE
TO CENTRAL NATIONAL BANK IN CHICAGO (SEAL)
TRUST #10-20988-08, DATED 1/6/75 & not personally,
Asst Vice President

X Thomas R. Pavilonis Asst. Secy.

By: [Signature] (SEAL)
Attest: [Signature] Asst Secretary

This instrument was prepared by Roger C. Forcash, Sr., V.P., Commercial National Bank of Berwyn
(NAME AND ADDRESS) 3322 S. Oak Park Ave.
Berwyn, IL 60402

EM

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90326864

90326864

UNOFFICIAL COPY

STATE OF Illinois)
COUNTY OF Cook) ss.

I, Barbara A. Strong
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Roger C. Forcash, Sr. V.P. & Thomas R. Pavilionis, Asst. Secy. of Commercial National Bank of Berwyn
personally known to me to be the same person s whose name s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the Y signed, sealed and delivered the said instrument as their 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 16th day of March 1990.

Barbara A. Strong
Notary Public



STATE OF _____)
COUNTY OF _____) ss.

I, _____
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____
personally known to me to be the same person _____ whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ he _____ signed, sealed and delivered the said instrument as _____ 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 _____ day of _____ 19____.

9070854

Notary Public
DEPT-01 RECORDING \$14.25
T#5333 TRAN 1422 07/09/90 11:47:00
#6161 & C *-70-326864
COOK COUNTY RECORDER

STATE OF Illinois)
COUNTY OF Cook) ss.

I, Harriet Denisewicz
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Corinne Bek, Assistant Vice President of LaSalle National Bank
and William H. Dillon, Assistant Secretary of said bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst Secretary and Asst Secretary, 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 bank, for the uses and purposes therein set forth; and the said Asst Secretary there acknowledged that, as custodian of the corporate seal of said bank Corporation, he did affix said corporate seal to said instrument as his own free and voluntary act and as the free and voluntary act of said bank Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 26th day of June 1990.



Harriet Denisewicz
Notary Public

90326864

Box _____

EXTENSION AGREEMENT

Commercial National Bank of Berwyn,

a National Banking Corporation

WITH

La Salle National Bank as Successor Trustee to Central National Bank in Trust #10-20988-08, dated 1/6/75

ADDRESS OF PROPERTY:
3117 S. Oak Park Ave.
Berwyn, IL. 60402

MAIL TO:
Commercial National Bank of Berwyn
3322 S. Oak Park Ave.
Berwyn, IL. 60402



14.25

UNOFFICIAL COPY

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RM

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

Lots 44, 45, 46, 47 and 48 in Block 2 in Berwyn, A Subdivision of Part of Section 31, Township 9 North, Range 13 East of the Third Principal Meridian, In Cook County, Illinois

Permanent Index #'s 16-31-200-005-0000 (Lots 47 & 48)

16-31-200-006-0000 (Lot 46)

16-31-200-007-0000 (Lot 45)

16-31-200-008-0000 (Lot 44)

2. The amount remaining unpaid on the indebtedness is \$ 452,066.83

3. Said remaining indebtedness of \$ 452,066.83 shall be paid on or before March 15, 1991

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 herein provided, as hereby extended, and to pay interest thereon until March 15, 1991, at the rate of 10% above prime, and thereafter until maturity of said principal sum as hereby extended, at the rate of 10% above prime, and interest after maturity at the rate of 10% above prime per annum, and to pay both principal and interest in the coin or currency provided for in the mortgage or trust deed hereinafter described, but if that cannot be done legally then in the most valuable legal tender in order 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, in 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 Commercial National Bank of Berwyn

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 the parties hereto the day and year first above written COMMERCIAL NATIONAL BANK OF BERWYN (SEAL) TO CENTRAL NATIONAL BANK IN CHICAGO (SEAL) TRUST #10-20988-08, DATED 1/6/75 & not personally, By: Thomas R. Pavlantis Asst. Secy. (SEAL) Attest: *[Signature]* Asst. Vice President, Secretary

This instrument was prepared by Roger C. Forcash, Sr. V.P., Commercial National Bank of Berwyn 3322 S. Oak Park Ave. Berwyn, IL. 60402

90326864

UNOFFICIAL COPY

Box

EXTENSION AGREEMENT

Commercial National Bank of Berwyn,

a National Banking Corporation

WITH

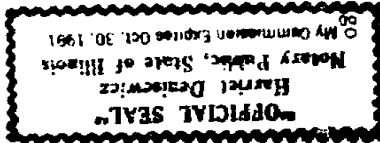
La Salle National Bank as Successor Trustee to Central National Bank in Trust #10-20988-08, dated 1/6/73

ADDRESS OF PROPERTY: 3117 S. Oak Park Ave. Berwyn, IL. 60402

MAIL TO: Commercial National Bank of Berwyn 3322 S. Oak Park Ave. Berwyn, IL. 60402

Stock Form 1090 - Made from U.S. MAILING, INC.

90326864



Harriet Dentsewicz
Notary Public

I, Harriet Dentsewicz a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that LaSalle National Bank and William H. Dillon, Assistant 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 Asst. Vice President and Asst. Secretary, 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 he did affix said corporate seal to said instrument as his 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 26th day of June 1990

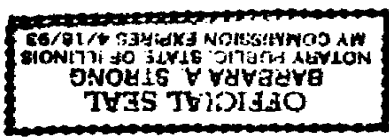
STATE OF Illinois COUNTY OF Cook

DEPT-01 RECORDING 416.25
103333 TRAM 1422 07/09/90 1147100
461611 C # -90-326864
COOK COUNTY RECORDER

90326864

I, Barbara A. Strong a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Thomas R. Pavlontz, Asst. Secy. of Commercial National Bank of Berwyn and Roger C. Forcash, Sr. V.P. 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 he signed, sealed and delivered the said instrument as his own 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 16th day of March 1990

STATE OF Illinois COUNTY OF Cook



Barbara A. Strong
Notary Public

I, Barbara A. Strong a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Roger C. Forcash, Sr. V.P. and Thomas R. Pavlontz, Asst. Secy. of Commercial National Bank of Berwyn 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 he signed, sealed and delivered the said instrument as his own 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 16th day of March 1990

STATE OF Illinois COUNTY OF Cook