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EXTENSION AGREEMENT

90388580

THIS INDENTURE, made this 1st day of June, 1990, by and between Cole Taylor Bank, the owner of the mortgage or trust deed hereinafter described, and John F. Amico & Co., A Corp. 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 John F. Amico & Co., A Corp. dated October 19, 1989 and extended pursuant to a note dated Jine 1, 1990 secured by a mortgage or trust deed in the nature of a mortgage registered/recorded November 1, 1989, in the office of the Registrar of Titles/Recorder of Cook County, Illinois, as document No. 89517737 conveying to Cole Taylor Bank certain real estate in Cook County, Illinois described as follows:

Lot 1 through 22, inclusive 4% block 8 in the resubdivision of Lessey and Boroff's subdivision of the 18 acres West of railroad in the south 1/2 of the North West 1/4 of Section 15, Township 36 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded October 26, 1960 as document number 18000763 and corrected by plat recorded February 6, 1961 as document number 18079053, in Cook County, Illinois.

Commonly known as address: 15301 South Cicero Avenue, Oak Forest, Illinois 60452.

Permanent Index No./s: 28-15-109-020; 28-15-109-023 through 28-15-109-044; inclusive.

- 2. The amount remaining unpaid on the indebtedness is \$450,000.00.
- 3. Said remaining indebtedness of \$450,000.00 rhall be paid on or before September 17, 1990, and the Owner in consideration of such extension promises and agrees to pay the 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 September 17, 1990, at the rate of P** + 1% per cent per annum, and thereafter until maturity of said principal sum as hereby extended at the rate of P** + 1% per cent per annum, and interest after maturity at the rate of P** + 5% per cent per annum, and to pay both principal and interest in the coin or currency provided for in the mortgage or trust 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 Burbank 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 Cole Taylor Bank.

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- 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 20 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.
- 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. 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. 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.

-(SEAL)

President

This instrument was prepared by: Kay Zilka

5501 W. 79th Street

Burbank, IL 60459

** "P" as used herein shall mean at anytime the rate per annum then established by Cole Taylor Bank as being its Prime Rate and used by it in computing interest on those loans on which interest is established with relationship to Cole Taylor Bank Prime Rate all as shown on the books and records of Cole Taylor Bank relating to the establishment of such Prime Rate.

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Clarts Office

STATE OF ILLINOIS
COUNTY OF COUR) SS.
I, KAREN COGLIANCE, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that JOHN F. AMICO, President of JUHN F. AMICO OF CO., A CORP.
and, Secretary of said Corporation,
who are personally known to me to be the same persons of whose names are subscribed to the foregoing instrument as such <u>PRESIDENT</u> and , 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 Secretary then and there acknowledged that, as custodian of the corporate seal of said 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 Corporation, for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal this $2 \times 2 $
Karin Copliance
Notary Public?"