

UNOFFICIAL COPY

This EXTENSION AGREEMENT, is made this 16th day of September 19 91 by and between AMALGAMATED TRUST & SAVINGS BANK, an Illinois banking corporation, the owner of the mortgage or trust deed hereinafter described, and AMALGAMATED TRUST AND SAVINGS BANK AS TRUSTEE U/T/A #5178 DATED AUGUST 25, 1986 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 AMALGAMATED TRUST & SAVINGS BANK AS TRUSTEE U/T/A #5178 dated Aug. 22, 1986, secured by a mortgage or trust deed in the nature of a mortgage registered Sept. 29, 1986, in the office of the Registrar of Deeds Cook County, Illinois in book ---- at page ---- as document No. ---- conveying to Amalgamated Trust & Savings Bank, as Trustee, certain real estate in Cook County, Illinois described as follows:

See Exhibit "A" attached hereto and made a part hereof for legal description. 91477478

This Extension Agreement also extends the Assignment of Mortgage recorded September 29, 1986 as Document #089411.

2. The amount of principal remaining unpaid on the indebtedness is \$-----

3. Said remaining indebtedness of \$203,186.33 plus interest from this date on the balance of principal remaining from time to time unpaid at the simple annual rate of % per cent shall be paid in installments of principal and interest as follows:

ONE THOUSAND SIX HUNDRED FORTY AND 91/100's PLUS INTEREST Dollars \$1,640.91 + Interest on the 6th day of October, 1991, and ONE THOUSAND SIX HUNDRED FORTY AND 91/100's Dollars (\$1,640.91 + Interest) on the 6th day of each month thereafter until said indebtedness is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 6th day of September, 1993.

and the Owner in consideration of such extension promise and agree to pay the entire indebtedness secured by said mortgage or trust deed plus interest as and when therein provided, as hereby extended, and to pay interest after maturity or default at the rate of % 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 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 Amalgamated Trust & Savings Bank, One West Monroe Street, Chicago, Illinois 60603.

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 Extension 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 Extension Agreement shall inure to the benefit of any holder of said principal note or notes and interest notes and shall bind 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. * 1/2% over Wall Street Journal Prime Rate ** 3/4% over Wall Street Journal Prime Rate

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

AMALGAMATED TRUST & SAVINGS BANK By: [Signature] President Attest: [Signature] Cust. Secretary

AMALGAMATED TRUST & SAVINGS BANK (SEAL) AS TRUSTEE U/T/A #5178 [Signature] (SEAL)

This document prepared by JOHN L. MULLEN, ONE W. MONROE ST., CHICAGO, IL 60603

91477478

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UNOFFICIAL COPY

STATE OF _____

COUNTY OF _____

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 notarial seal this _____ day of _____ 19____

Notary Public

STATE OF _____

COUNTY OF _____

I, _____
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____

Assistant Vice-President of the _____ and 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 Assistant Vice-President, and Assistant 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, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____ 19____

Notary Public

STATE OF _____

COUNTY OF _____

I, _____
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____

_____, President of _____ and _____ 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 _____ 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 _____ day of _____ 19____

Notary Public

STATE OF ILLINOIS

COUNTY OF COOK

I, _____
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____

JOHN L. MULLEN, SENIOR VICE, President of AMALGAMATED TRUST & SAVINGS BANK and GRANT O. COWEN, 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 _____ 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 Bank, 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 Bank, 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, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10th day of September 1991

OFFICIAL SEAL
CHRISTINE J. ...
Notary Public
My Commission Expires ...

Notary Public

FOR INDIVIDUAL OWNER(S)

FOR LAND TRUST OWNER

FOR CORPORATE OWNER

91477478

FOR AMALGAMATED BANK

EXHIBIT "A" - LEGAL DESCRIPTION

LOT 1 IN HANOVER HIGHLANDS UNIT 10, A SUBDIVISION IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 12, 1968, AS DOCUMENT NO. 20672558, IN COOK COUNTY, ILLINOIS;

EXCEPTING THEREFROM THAT PART OF SAID LOT 1 IN HANOVER HIGHLANDS UNIT 10 AFORESAID DESCRIBED BELOW CONVEYED TO THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTHWARD ALONG THE WEST LINE OF SAID LOT 1, BEING THE EAST LINE OF BARRINGTON ROAD, N. $00^{\circ} 00' 18''$ W. A DISTANCE OF 9.72 FEET; THENCE S. $26^{\circ} 47' 45''$ E. A DISTANCE OF 13.44 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 1, BEING THE NORTHERLY LINE OF IRVING PARK ROAD; THENCE NORTHWESTERLY ALONG THE SAID NORTHERLY LINE, BEING A CURVED LINE, CONVEXED TO THE SOUTHWEST, OF 222.10 FEET IN RADIUS, FOR AN ARC LENGTH OF 6.48 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NO.: 07-30-303-001

COMMON ADDRESS: 1500 IRVING PARK ROAD, HANOVER PARK, ILLINOIS 60103