

UNOFFICIAL COPY

91651222

EXTENSION AGREEMENT (ILLINOIS)

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This Indenture, made this 5th day of November, 1991, by and between Suburban Bank of Barrington 333 N. Northwest Hwy., Barrington, IL, the owner of the mortgage or trust deed hereinafter described, and Suburban National Bank of Palatine as Trustee U/T/A 5240 dated 12/02/80, 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 Suburban National Bank of Palatine as Trustee U/T/A 3523 dated 12/02/80,

dated October 8, 1986, secured by a mortgage or trust deed in the nature of a mortgage registered/recordered January 15, 1987, in the office of the Registrar of Titles/Recorder of Cook County, Illinois, in _____ of _____ at page _____ as document No. 87029945 conveying to Suburban Bank of Barrington

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

See attached

Above Space For Recorder's Use Only

91651222

Permanent Real Estate Index Number(s): 17-03-106-028-1008; 17-03-106-028-1089

Address(es) of real estate: 1300 N. Astor Street, Apt. 7D, Chicago, IL 60610

2. The amount remaining unpaid on the indebtedness is \$ 46,714.95

3. Said remaining indebtedness of \$ 46,714.95 shall be paid on or before November 5, 1996 in 59 equal monthly installments of \$520.00 with a balloon payment of principal and interest due at maturity. ALL OTHER TERMS REMAIN THE SAME 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 there is provided, as hereby extended, and to pay interest thereon until November 5, 1996 at the rate of 12% per cent per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of 10% per cent per annum, and interest after maturity at the rate of 12% 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 Suburban Bank of Barrington 333 N. Northwest Hwy., Barrington, IL

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.

Exoneration provided in Article 11, Paragraph 11.

as Substantially the same as the original instrument.

or attached hereto and made a part

hereof.

(SEAL)

SUBURBAN NATIONAL BANK OF PALATINE AS TRUSTEE U/T/A 5240 dated 12/02/80

(SEAL)

SARAH L. BAYER
SE. V.P. & Trust OfficerSarah L. Bayer
Trust Administrator

(SEAL)

This instrument was prepared by

94-335

This instrument prepared by
CASSANDRA BAYER
SUBURBAN BANK OF BARRINGTON
333 N. Northwest Highway
Barrington, Illinois 60010

15:29:6

UNOFFICIAL COPY

STATE OF _____ / ss.
COUNTY OF _____ /

Suburban National Bank of Palatine, as Trustee
formerly Palatine National Bank, as Trustee

EXONERATORY PAPER

It is expressly understood and agreed by and between the parties hereto to the contrary notwithstanding, that each and all of the representations and agreements herein made on the part of the Trustee while purporting to be the representations, covenants, undertakings and agreements of said Trustee nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the SUBURBAN NATIONAL BANK OF PALATINE, formerly Palatine National Bank, or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released, any liability hereunder being specifically limited to the Trust assets, if any, securing this instrument. If no specific Trust assets secure this undertaking, then all liability is limited to the Trust assets generally, if any.

STATE OF ILLINOIS / ss.
COUNTY OF COOK /

I, Colleen M. McGill, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Daniel L. Curry, Sr Vice, President of SUBURBAN NATIONAL BANK OF PALATINE and Donna M. Kerins, Trust Administrator, 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 Sr VP and Trust Adm., 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 Trust Adm. Secretary, when 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 official seal this 2nd day of December, 1991.



Notary Public

Box _____

EXTENSION AGREEMENT

WITH

MAIL TO: N. JOYCE BROOKS
SUBURBAN BANK OF BARRINGTON
333 N. Northwest Highway
Barrington, Illinois 60010

GEORGE E. COLE
LEGAL FORMS

UNOFFICIAL COPY

44-335

SUBURBAN BANK OF BAZINGA, INC.

CLASSIFIED BY BARBER

THIS INSTRUMENT WAS PREPARED BY

(SEAL)

THIS INSTRUMENT WAS PREPARED BY

(SEAL)

(SEAL)

(SEAL)

SUBURBAN NATIONAL BANK OF BAZINGA

AS TRUSTEE U/T/A 5240 DATED 12/02/80

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this instrument the day and year

first above written.

ILLINOIS WITH RESPECT TO AND CONCERNING THE FORMERLY HEREBY HEREBY UNDER WHICH THE STATE OF

HOLLYWOOD WILMINGTON AND SOUTHERN RAILROAD COMPANY, THE OWNER OF THE PROPERTY, HEREBY AGREED EXEMPTIONS FROM THE TAXES OF THE STATE OF

NOTE OR NOTES AND INTEREST NOTICES AND BILL OF SALE MADE BY VIRTUE OF THE FORMERLY HEREBY HEREBY UNDER WHICH THE STATE OF THE OWNER OF THE PROPERTY, HEREBY AGREED EXEMPTIONS FROM THE TAXES OF THE STATE OF

SAID MORTGAGE OR TRUST DEED THE OWNER AGREED TO PERFORM ALL THE COVENANTS OF ANY HOLDER OF SAID PRINCIPAL

AND EFFECT EXCEPT AS HEREBY EXPRESSLY PROVIDED. THE OWNER AGREED TO PAY ANNUALLY THE CUMULATIVE INTEREST OF THE PRINCIPAL

OF NOTES, INCLUDING THE RIGHT TO DEFER PAYMENT AND ACCRUE INTEREST DUE FOR ANY CAUSE UNEXPLAINED, SHALL REMAIN IN THE POWER

OF NOTES, INCLUDING THE AGREEMENT IS SUPPLEMENTARY TO AND MODIFIES OR TRUST DEED. ALL THE PROVISIONS HEREIN AND OF THE PRINCIPAL NOTE

THE SAME NUMBER AS IT STANDS EXCEPT THAT IT HAS NOT BEEN PAYABLE, IN

WITHOUT NOTICE, IN THE OPTION OF THE HOLDER OF NOTES OR TRUST DEED, TOGETHER WITH THE ACCRUED INTEREST THEREON, SHALL

THE ENTIRE PRINCIPAL AND INTEREST ACCRUED BY SAID PRINCIPAL NOTE OR TRUST DEED, THEN ACCRUED INTEREST THEREON,

DEDUCTED IN THE PERFORMANCE OF ANY OTHER OBLIGATION OF THE OWNER SHALL CONTINUE FOR THE PRECISE DAY, AFTER WHICH NO INTEREST THEREON,

3. IF ANY PART OF SAID INDEBTEDNESS IS PAID OR REPAID, THE REASON THEREON SHALL BE

4. IF THE PART OF SAID INDEBTEDNESS IS PAID OR REPAID, THE REASON THEREON SHALL BE

5. THIS AGREEMENT IS SUPPLEMENTARY TO AND MODIFIES OR TRUST DEED. ALL THE PROVISIONS HEREIN AND OF THE PRINCIPAL NOTE

APPLICABILITY AND IN DETAILS OF WHICH APPENDIX THEREON, IT

COMPANY IN THE CITY OF CHICAGO AS THE HOLDER OR BORROWER OF THE SUBURBAN BANK OF BAZINGA, INC. FROM TIME TO TIME IN WRITING

HEREOF, OR THE EQUIVALENT IN VALUE OF SUCH LEGAL LEADER IN OTHER UNITED STATES COURTS, IN SUCH BANKING HOUSE OR TRUST

COMPANY, OR THE EQUIVALENT IN THE MOST VALUABLE LEGAL LEADER OF THE UNITED STATES OF AMERICA, BUT NOT THAT

CAN NOT BE DONE LEGALLY THEN IN THE RATE OF INTEREST PROVIDED FOR IN THE TRUST DEED, HEREBY AGREED ON THE TRUST

PRINCIPAL AND INTEREST IN THE CUMULATIVE INTEREST PROVIDED FOR IN THE TRUST DEED, BUT NOT THAT

THE RATE OF INTEREST PER CENT PER ANNUM, AND THEREAFTER UNTIL MATURITY OF THIS MORTGAGE AS HEREBY EXCUSED, AT

19.9% OF THE PRINCIPAL AND INTEREST AFTER MATURITY, OF THIS MORTGAGE AS HEREBY EXCUSED, AT

OR TRUST DEED AS AND WHENEVER PROVIDED, AS HEREBY EXCUSED, AND TO PAY INTEREST THEREON UNTIL ACCRUED,

AND THE OWNER IN CONSIDERATION OF SUCH EXTINCTION PROMISES AND AGREES TO PAY THE PRINCIPAL SUM ACCRUED BY AND MOVED

OF PRINCIPAL AND INTEREST DUE AT MATURITY. ALL OTHER TERMS REMAIN THE

IN 59 EQUAL MONTHLY INSTALMENTS OF \$520.00 WHICH A BALLOON PAYMENT

3. Said remaining indebtedness of \$ 46,714.95 shall be paid on or before November 5, 1996

2. The amount remaining unpaid on the indebtedness \$ 46,714.95

Address(es) of real estate: 1300 N. Astor Street, Apt. 7D, Chicago, IL 60610

Permanent Real Estate Index Number(s): 17-03-106-028-1008; 17-03-106-028-1089

See attached

CERTAIN REAL ESTATE IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

SUBURBAN BANK OF BAZINGA, INC. AT PAGE AS DOCUMENT NO. 67029945 CONCERNING TO

JANUARY 15, 1987, IN THE OFFICE OF THE REGISTRAR OF TRUST RECORDERS OF COOK COUNTY, ILLINOIS, IN

DATED OCTOBER 8, 1986, ACCRUED BY A MORTGAGE OR TRUST DEED IN THE NATURE OF A MORTGAGE RECORDED, RECORDED

TRUST DEED U/T/A 3523 DATED 12/02/80

SUBURBAN NATIONAL BANK OF BAZINGA, INC. OF PLATE LINE #3

INDEBTDEES HEREBY AGREE TO EXTEND THE NAME OF PAYMENT OF THE

1. THE PARTIES HEREBY AGREE TO EXTEND THE NAME OF PAYMENT OF THE

REAL ESTATE HEREBY AGREED AND IN SAID DEED DECRIBED ("OWNER").

REPRESENTING HIMSELF OR HIMSELFES TO BE THE OWNER OR OWNERS OF THE

TRUSTEE U/T/A 5240 DATED 12/02/80

SUBURBAN NATIONAL BANK OF BAZINGA, INC. AS

THE OWNER OF THE MORTGAGE OR TRUST DEED HEREBY AGREED, AND

333 N. NORTHWEST HWY., BAZINGA, IL

AND BETWEEN SUBURBAN BANK OF BAZINGA, INC. AND THE

CITY OF CHICAGO, ILLINOIS, ON NOVEMBER 5, 1996, THE PARTIES HEREBY AGREE TO EXTEND THE NAME OF PAYMENT OF THE

EXTENSION AGREEMENT
(ILLINOIS)

91651222

EXTENSION AGREEMENT

STATE OF

COUNTY OF

ILLINOIS

WITH

MAIL TO: N. JOYCE BROOKS
 SUBURBAN BANK OF BARRINGTON
 333 N. Northwest Highway
 Barrington, Illinois 60010

GEORGE E. COLE,
 LEGAL FORMS

EXECUTARY PAPER

Subject to Mutual Bank of F.I. Inc., as Trustee
 (Formerly La Grange National Bank), as Trustee

It is expressly understood and agreed by and between the parties herein
 to the contrary notwithstanding, that each and all of the representations herein
 underwritten and agreements hereinafter made on the part of the trustee or for the purpose
 being to be the representations, covenants, understandings and agreements of said trustee are
 nevertheless, each and every one of them, made and intended not as personal representations
 of the trustee, but as representations by the trustee or for the purpose or with the
 intention of binding said trustee personally but are made and intended for the purpose
 of binding only, that portion of the trust property specifically described herein, and
 solely in the exercise of the powers conferred upon it as such trustee, and that no
 personal liability is assumed by nor shall at any time be
 contracted or incurred by the trustee or any other party.
 This instrument is executed and delivered by said trustee not in its own right, but
 in the name of the trustee of the Suburban National Bank of Palatine, formerly
 Palatine National Bank, or any of the beneficiaries under said trust agreement, on account
 of this instrument or any of its beneficiaries under said trust agreement, or any other
 person or persons, each and every one of whom, made and intended not as personal representations
 of the trustee, but as representations by the trustee or for the purpose or with the
 intention of binding said trustee personally but are made and intended for the purpose
 of binding only, that portion of the trust property specifically described herein, and
 solely in the exercise of the powers conferred upon it as such trustee, and that no
 personal liability is assumed by nor shall at any time be

1. Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that
 Donna M. Kerins, Trust Administrator, Suburban National Bank of Palatine
 and Robert L. Currey, Vice President of said Corporation, who are personally known
 to me to be the same persons whose names are subscribed to the foregoing instrument as such
 Trust Admin., 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 that they acknowledge that
 the uses and purposes thereof set forth; and that they have read and understood the foregoing instrument and
 voluntarily acted thereon for the benefit of the said Corporation. I do hereby witness and
 affix my corporate seal to said instrument as witness thereto. I do further witness and
 attest that the said instrument is a true copy of the original instrument filed with this office on the
 19th day of December, 1991.

"OFFICIAL SEAL"
 COLLEEN M. MCGLIL
 Notary Public, State of Illinois
 My Commission Expires 8/13/95

AC916

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EXHIBIT A

LEGAL DESCRIPTION

UNIT 7D AND UGP15 IN ASTOR TOWER CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCELS OF REAL ESTATE (HEREINAFTER COLLECTIVELY REFERRED TO AS "PARCEL"):

PARCEL 1:

THE SOUTH 7.07 FEET OF LOT 3, ALL OF LOTS 4, 5 AND 6 AND THAT PART OF LOT 7 LYING EAST OF A LINE DRAWN 21 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 7 IN THE SUBDIVISION OF LOTS 3, 10 AND 11 IN BLOCK 4 IN STONE'S RESUBDIVISION OF ASTOR'S ADDITION TO CHICAGO, IN SECTION 3 TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS

PARCEL 2:

THAT PART OF EAST GOETHE STREET AND NORTH ASTOR STREET DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF EAST GOETHE STREET WHICH IS 23.5 FEET EAST OF THE SOUTH WEST CORNER OF LOT 7 AFORESAID THENCE SOUTH AT RIGHT ANGLES TO THE NORTH LINE OF EAST GOETHE STREET A DISTANCE OF 17.5 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF EAST GOETHE STREET A DISTANCE OF 102 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 12.5 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 17.63 FEET TO A LINE WHICH IS 17.25 FEET EASTERLY OF, MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE WESTERLY LINE OF NORTH ASTOR STREET; THENCE NORTHERLY ON SAID PARALLEL LINE A DISTANCE OF 83 FEET MORE OR LESS TO A POINT IN A LINE WHICH IS 0.42 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTH 7.07 FEET OF LOT 3 AFORESAID; THENCE WEST ALONG SAID PARALLEL LINE A DISTANCE OF 17.46 FEET TO THE WESTERLY LINE OF NORTH ASTOR STREET; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF NORTH ASTOR STREET TO THE NORTH LINE OF EAST GOETHE STREET; THENCE WEST ALONG THE NORTH LINE OF EAST GOETHE STREET TO THE PLACE OF BEGINNING IN COOK COUNTY ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM MADE BY BROOKHAM CORPORATION, A CORPORATION OF ILLINOIS RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY ILLINOIS, ON SEPTEMBER 14, 1979 AS DOCUMENT 25146808 AS AMENDED BY INSTRUMENT RECORDED OCTOBER 22, 1979 AS DOCUMENT 25203725 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

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