

# UNOFFICIAL COPY

EXTENSION AGREEMENT

OCTOBER 1967

91041580

This Indenture, made this 5th day of February 1991, by and between

Joseph P. Atria and Sonia M. Atria, his wife

the owner of the mortgage or trust deed hereinafter described, and

Midwest Bank and Trust Company

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 Ninety Two Thousand and no/100's

dated December 17, 1985, secured by a mortgage or trust deed in the nature of a ~~XXXXXX~~ recorded December 31, 1985 & March 25, 1986, in the office of the ~~XXXXXXXXXXXX~~ Recorder of Cook County, Illinois, in

Mortgage & Assignment of Rents

of 85 343 844 at page 86 114 382 as document No. 86 114 382 conveying to Midwest Bank and Trust Company

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

Lot 11 (except the West 25 feet thereof and except the Easterly 20 inches of Lot 11) in Joseph Bouch's Addition to Mont Clare, a subdivision in the West 1/2 of the South West 1/4 of the South West 1/4 of Section 30, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

\*\*PIN - 13-30-325-017

DEPT-01 RECORDING \$15.00  
T#0888 TRAN 6089 01/28/91 04:21:00  
#5777 #4 \* - 91 - 041580  
COOK COUNTY RECORDER

- 2. The amount remaining unpaid on the indebtedness is \$ 83,547.84
- 3. Said remaining indebtedness of \$ 83,547.84 shall be paid on or before 2/5/96. The maturity date is hereby extended to 2/5/96. The terms and conditions of the original note will remain the same.

and the Owner in consideration of such extension promises and agrees to pay the entire indebtedness secured by said mortgage or trust deed as and when therein provided, as hereby extended, and to pay interest thereon until February 5, 1996, at the rate of 11 1/2 per cent per annum, and thereafter, until maturity of said principal sum as hereby extended, at the rate of 11 1/2 per cent per annum, and interest after maturity at the rate of four 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 any office or successor of Midwest Bank and Trust Company.

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.

Joseph P. Atria (SEAL)  
Sonia M. Atria (SEAL)

91041580

91041580

15.00

# UNOFFICIAL COPY

UNOFFICIAL COPY

Property of Cook County Clerk's Office

91041580

02/11/10

