

UNOFFICIAL COPY 91050383

This EXTENSION AGREEMENT, is made this 28th day of December 19 90 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 UNDER TRUST NO. 2832 DATED 4/7/75 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 UNDER TRUST NO. 2832 dated Dec. 29, 1988, secured by a mortgage or trust deed in the nature of a mortgage registered recorded Jan. 26, 1989, in the office of the Registrar of Titles Recorder of Deeds Cook County, Illinois in book --- at page --- as document No. 89041971 conveying to Amalgamated Trust & Savings Bank, as Trustee, certain real estate in Cook County, Illinois described as follows:

LOT 17 IN BLOCK 2 IN KENILWORTH COMMUNITY DEVELOPMENT, BEING A SUBDIVISION OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS P. I. N. #05-28-400-017

SEPT-31 RECORDING \$14.00 7#8888 TRAN 3848 02/01/91 14:10:00 #7065 # H \*--91-050383 COOK COUNTY RECORDER

2. The amount of principal remaining unpaid on the indebtedness is \$286,387.65

3. Said remaining indebtedness of \$286,387.65 plus interest from this date on the balance of principal remaining from time to time unpaid at the simple annual rate of 10-1/8 per cent shall be paid in installments of principal and interest as follows:

TWO THOUSAND FIVE HUNDRED NINETY NINE AND 90/100's----- Dollars (\$2,599.90) on the 28th day of January, 1991, and TWO THOUSAND FIVE HUNDRED NINETY NINE AND 90/100's Dollars (\$2,599.90) on the 28th 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 28th day of December, 1991,

and the Owner in consideration of such extension promises and agrees 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 15 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.

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] Secretary

AMALGAMATED TRUST & SAVINGS BANK AS TRUSTEE UNDER TRUST #2832 DATED 4/7/75 (SEAL) (SEE ATTACHED RIDER FOR EXECUTION) (SEAL)

This document prepared by: JOHN L. MULLEN, 1 WEST MONROE STREET, CHICAGO, IL 60603

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# UNOFFICIAL COPY

STATE OF \_\_\_\_\_

ss.

COUNTY OF \_\_\_\_\_

FOR INDIVIDUAL OWNER(S)

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 \_\_\_\_\_

ss.

COUNTY OF \_\_\_\_\_

FOR LAND TRUST OWNER

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 \_\_\_\_\_

ss.

COUNTY OF \_\_\_\_\_

91050383

FOR CORPORATE OWNER

I, \_\_\_\_\_

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

and \_\_\_\_\_, 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

ss.

COUNTY OF COOK

FOR AMALGAMATED BANK

I, CHRISTINE O'BRIEN,

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 ANN T. HARTLEY, 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 18th day of January 1991

"OFFICIAL SEAL"  
CHRISTINE O'BRIEN  
Notary Public, State of Illinois  
My Commission Expires 8/15/94

*Christine O'Brien*  
Notary Public

# UNOFFICIAL COPY

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RIDER ATTACHED TO: Extension Agreement

DATED: 12/28/90

This instrument is executed by **AMALGAMATED TRUST & SAVINGS BANK**, not personally, but as Trustee as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly agreed that nothing herein contained shall be construed as creating any liability on said **AMALGAMATED TRUST & SAVINGS BANK** in its individual corporate capacity to pay any indebtedness accruing thereunder, or with respect to any warranty or representation contained in this instrument, or to perform any covenant, either express or implied, herein contained, including but not limited to warranties, indemnifications, and hold harmless representations in said document all such liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right or interest hereunder, and as so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said, **AMALGAMATED TRUST & SAVINGS BANK** as Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In the event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

AMALGAMATED TRUST & SAVINGS, NOT INDIVIDUALLY, BUT AS TRUSTEE UNDER TRUST NO. 12832

BY: Edward C. Sweigard  
VICE PRESIDENT

ATTEST: Beatrice Spargo  
ASSISTANT SECRETARY

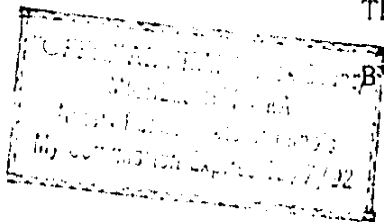
STATE OF ILLINOIS ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify, that Edward Sweigard, VICE PRESIDENT, of AMALGAMATED TRUST & SAVINGS BANK, and Beatrice Spargo, ASSISTANT SECRETARY, of said banking corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 acts, and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said banking corporation, did affix the said corporate seal of said banking corporation to said instrument as her own free and voluntary act, and as the free and voluntary act of said banking corporation as Trustee for the uses and purposes herein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS 17<sup>th</sup> DAY OF January, 19 91

BY: Michele Hobstra  
NOTARY PUBLIC



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