

EXTENSION AGREEMENT  
(ILLINOIS)

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91243610

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MAR 23 1994 15:02:00  
A \* 91-243610  
COOK COUNTY RECORDER

This Indenture, made this 31st day of March, 1994, by and between DEVON BANK, an Illinois Banking Corporation, 8445 N. Western Ave., Chicago, Illinois the owner of the mortgage or trust deed hereinafter described, and Michael Embach and Cynthia Embach, his wife, 14844 S. Blaine, Posen, Illinois 60469 representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"). WITNESSETH:

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Above Space For Recorder's Use Only

dated March 31, 1988, secured by a mortgage or trust deed in the nature of a mortgage ~~XXXXXX~~ recorded April 14, 1988, in the office of the ~~XXXXXXXXXXXX~~ Recorder of Cook County, Illinois, in \_\_\_\_\_ of \_\_\_\_\_ at page \_\_\_\_\_ as document No. 88155843 conveying to DEVON BANK, an Illinois Banking Corporation, as Trustee

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

LOT 21 IN L. ZIEBELL'S ADDITION TO POSEN OF THE WEST 5 ACRES OF THE EAST 15 ACRES OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 36, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN NORTH OF THE INDIAN BOUNDARY LINE, ACCORDING TO PLAT THEREOF RECORDED APRIL 23, 1956 AS DOCUMENT NUMBER 16557857, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 28-12-401-3-5

Address(es) of real estate: 14844 S. BLAINE, POSEN, ILLINOIS 60469

- 2. The amount remaining unpaid on the indebtedness is \$ 35,105.12
  - 3. Said remaining indebtedness of \$ Balance \_\_\_\_\_ shall be paid on or before March 31, 1994; Principal and Interest payments of \$343.21 shall be made monthly on the 23rd day of each and every month.
- 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 therein provided, as hereby extended, and to pay interest thereon until March 31, 1994, at the rate of \_\_\_\_\_ per cent per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of 10.5 per cent per annum, and interest after maturity 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 herein above 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 DEVON BANK, 8445 North Western Avenue, Chicago, Illinois 60645-5434.
- 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.

*Michael Embach*  
Michael Embach (SEAL)

*Cynthia Embach*  
Cynthia Embach (SEAL)

This instrument was prepared by Mary E. Howard, 8445 North Western Avenue, Chicago, Illinois 60645-5434

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# UNOFFICIAL COPY

STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, the undersigned  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that  
Michael Emloch and Cynthia Emloch  
personally known to me to be the same person or whose name or subscribed to the foregoing instrument,  
appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as  
their 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 official seal this 31st day of March 1991

Helen M. Simon

"OFFICIAL SEAL"  
Helen M. Simon  
Notary Public, State of Illinois  
My Commission Expires 1/23/93

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

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 official seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

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 thereof 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 official seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_  
Notary Public

912A3610

Box \_\_\_\_\_

EXTENSION AGREEMENT

WITH



MAIL TO:  
**Devon Bank**  
6445 N. Western Ave.  
Chicago, Illinois 60645

GEORGE E. COLE'S  
LEGAL FORMS