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91277086

This indenture, made this 2nd day of May, 1991, by and between Mount Greenwood Bank

the owner of the mortgage or trust deed hereinafter described, and Heritage County Bank A/T/U/T/A dated 1-24-84 and known as Trust #2492

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

RECORDED  
#2492 TRUST DATED 1-24-84 IN CHICAGO  
#2492 #11 \* -91-277086  
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

dated May 2, 1991, secured by a mortgage or trust deed in the nature of a mortgage registered/recorded May 29, 1986 in the office of the Recorder of Deeds, Cook County, Illinois, in \_\_\_\_\_ of \_\_\_\_\_ at page \_\_\_\_\_ as document No. 86-200912 conveying to Mount Greenwood Bank

certain real estate in Cook County, Illinois described as follows: \*\*See Attached Legal Description\*\*

PARCEL 1:

UNIT 4 IN LACROSSE LIGHT INDUSTRIAL CONDOMINIUMS TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS DELINEATED ON A SURVEY, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO A DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY THE FIRST NATIONAL BANK OF EVERGREEN PARK AS TRUSTEE UNDER TRUST NO. 6096 DATED NOVEMBER 11, 1980 AND RECORDED IN NOVEMBER 30, 1983, IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 26879045, ON LOT 2 IN ALSIP TRI-STATE DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT AND USE OF THE CONDOMINIUM OWNERS AS SET FORTH IN THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR LA CROSSE LIGHT INDUSTRIAL CONDOMINIUMS DATED NOVEMBER 21, 1983 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 26879845 ON NOVEMBER 30, 1983.

the rate of 10 per cent per annum, and interest after maturity at the rate of 13 per cent per annum, and to pay both principal and interest in the coin or currency provided for in the mortgage or trust deed hereinafter 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 Mount Greenwood Bank

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.

BY: Jean P. Felton (SEAL)  
Attorney

Heritage County Bank & Trust Company  
A/T/U/T/A dtd. 1-24-84, Trust #2492  
Heritage Trust Co., (SEAL)  
Trustee under Trust No. 2492

BY: Sandra Lee Dutz (SEAL)  
Legal Trust Officer

THIS INSTRUMENT IS EXPRESSLY MADE A PART HEREOF.

This instrument was prepared by Sue Creamer, 3052 W. 111th St., Chicago, Il. 60655  
(NAME AND ADDRESS)

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# UNOFFICIAL COPY

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 \_\_\_\_\_  
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 \_\_\_\_\_ )

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

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

Box \_\_\_\_\_  
STATE STREET

EXTENSION AGREEMENT

WITH

MAIL TO:

GEORGE E. COLE  
LEGAL FORMS

# UNOFFICIAL COPY

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This instrument was prepared by Sue Greamer, 3052 W. 111th St., Chicago, IL 60655  
 (NAME AND ADDRESS)  
 A/V/T/U/T/A dtd. 1-24-84, Trust #2492  
 Heritage County Bank & Trust Company  
 Trustee under Trust No. 2492  
 By: Sue Greamer  
 (SEAL) (SEAL)  
 A/V/T/U/T/A dtd. 1-24-84, Trust #2492  
 Heritage County Bank & Trust Company  
 Trustee under Trust No. 2492  
 By: Sue Greamer  
 (SEAL) (SEAL)  
 A/V/T/U/T/A dtd. 1-24-84, Trust #2492  
 Heritage County Bank & Trust Company  
 Trustee under Trust No. 2492  
 By: Sue Greamer  
 (SEAL) (SEAL)

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

1. 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 payment privileges 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 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.

2. 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 ten 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 of said principal note or notes, become and be due and payable, in the same manner as if said extension had not been granted.

3. Said remaining indebtedness of \$ 34,801.81 shall be paid on or before May 2, 1996. 59 monthly installments of \$459.91, principal and interest, beginning June 2, 1991 and a payment of balance plus interest due May 2, 1996 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 thereon provided, as hereby extended, and to pay interest thereon until May 2, 1996 at the rate of 10 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 heretofore 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 of the said principal note or notes may, from time to time in writing appoint, and in default of such appointment then at Mount Greenwood Bank

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 ten 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 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. The amount remaining unpaid on the indebtedness is \$ 34,801.81

Permanent Real Estate Index Number(s): 24-37-204-037-1004  
 Address(es) of real estate: 12757 Lacroisse St., Chicago, IL 60658

*(Large diagonal watermark: "County Clerk's Office")*

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# UNOFFICIAL COPY

Box

9127719166

EXTENSION AGREEMENT

WITH

MAIL TO:

GEORGE E. COLE  
LEGAL FORMS

Property of County Clerk's Office

I, \_\_\_\_\_ a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ 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 official seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

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

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

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

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CORPORATE NOTARY 7 0 3 6

STATE OF ILLINOIS

COUNTY OF COOK

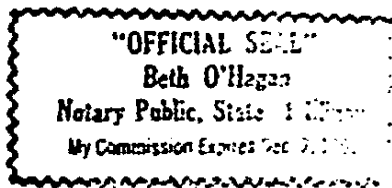
SS

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

that \_\_\_\_\_ and Jean P. Fulton, of HERITAGE TRUST COMPANY are personally known to me to be the same persons whose names are subscribed to the foregoing instrument

as such \_\_\_\_\_ *Lead Trust Officer* 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 corporation, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he/she, as custodian of the corporate seal of said corporation did affix the said corporate seal of said corporation to said instrument as his/her 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 30<sup>th</sup> day of May, 1989.



Beth O'Hagan  
Notary Public

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee, are nevertheless, each and every one of them, made and intended not as personal warranties, indemnities, 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 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 responsibility is assumed by nor shall at any time be asserted or enforceable against Heritage Trust Company, under said Trust Agreement on account of this instrument or on account of any warranty, indemnity, 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.

HERITAGE TRUST COMPANY

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