

UNOFFICIAL COPY

1910361-7-1

Over

This EXTENSION AGREEMENT, is made this 14TH day of APRIL, 1991 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 U/T/A #5417 AND NOT PERSONALLY 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 OWNERS dated APRIL 14, 1989, secured by a mortgage or trust deed in the nature of a mortgage recorded MAY 3, 1989 in the office of the ~~Recorder of Deeds~~ COOK County, Illinois in book ----- at page ----- as document No. 89-198947 conveying to **Amalgamated Trust & Savings Bank, as Trustee,** certain real estate in COOK County, Illinois described as follows:

SEE ATTACHED SCHEDULE "A" : DEPT-01 RECORDINGS \$15.29
: 781111 TRAN 9816 07/19/91 13109:00
: 04954 + A * - 9 1 - 361092
: COOK COUNTY RECORDER

91361092

2. The amount of principal remaining unpaid on the indebtedness is \$ 148,690.32

3. Said remaining indebtedness of \$ 148,690.32 plus interest from this date on the balance of principal remaining from time to time unpaid at the simple annual rate of 12.50 per cent shall be paid in installments of principal and interest as follows:

ONE THOUSAND SIX HUNDRED THIRTY FIVE AND 56/100 Dollars (\$ 1,635.54) on the 13TH day of MAY, 1991 and A LIKE AMOUNT OF Dollars (\$ 1,635.54) on the 14TH 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 13TH day of JULY, 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 17 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 here 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]
V. President
Attest: [Signature]
Asst Secretary



AMALGAMATED TRUST AND SAVINGS BANK
U/T/A #5417 (SEAL)
See attached Rider for signature of Trustee (SEAL)

1529

This document prepared by: ANN T. HARTLEY, ONE WEST MONROE, CHICAGO, IL 60603

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STATE OF _____
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 _____
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 _____
COUNTY OF _____

FOR CORPORATE OWNER

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

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____

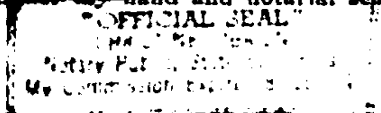
Notary Public

STATE OF ILLINOIS
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 _____
GRANT D. COWEN, 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 28th day of June 1991



Christine O'Brien
Notary Public

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SCHEDULE A

UNITS 125, 127-1, 127-2, 8000-1, AND 8002 IN 8000 SOUTH INDIANA CONDOMINIUM, AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

LOTS 1 AND 2 IN BLOCK 9 IN WOLFF'S SUBDIVISION OF BLOCK 9 IN SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS;

WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT D TO THIS DECLARATION OF CONDOMINIUM MADE CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE, UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED SEPTEMBER 23, 1986, AND KNOWN AS TRUST NUMBER 1089048 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 89114564, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AND TOGETHER WITH PARKING SPACES G-3, 2-G, 1-G AND G-5. A LIMITED COMMON ELEMENT.

TAX #20-34-108-022; 8000 S. INDIANA/125 EAST 80TH ST.

THE MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE SUBJECT UNIT DESCRIBED HEREIN, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID UNIT SET FORTH IN THE DECLARATION OF CONDOMINIUM.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS AND COVENANTS, RESTRICTIONS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

MORTGAGOR ALSO HEREBY GRANTS AND ASSIGNS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, PARKING SPACE NO. G-3, 2-G, 1-G AND G-5 AS A LIMITED COMMON ELEMENT AS SET FORTH AND PROVIDED IN THE AFOREMENTIONED DECLARATION OF CONDOMINIUM.

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RIDER ATTACHED TO: Extension Agreement

DATED: 4/14/91

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. _____

BY: *Edward Swelgard*
VICE PRESIDENT

ATTEST: *Andrew Phibm*
ASSISTANT SECRETARY

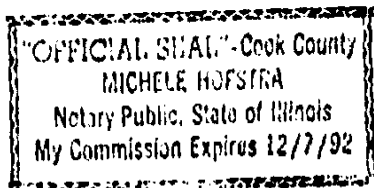
STATE OF ILLINOIS) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify, that *Edward Swelgard*, VICE PRESIDENT, of AMALGAMATED TRUST & SAVINGS BANK, and *Andrew Phibm*, 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 *28th* DAY OF *June*, 19*91*

BY: *Michele Hobstra*
NOTARY PUBLIC



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