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This Indenture, made this 5th day of June, 19 91, by and between Midwest Bank and Trust Company

the owner of the mortgage or trust deed hereinafter described, and Midwest Bank and Trust Company as trustee U/T/A 83-05-4096 dated May 3, 1983

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 One Hundred Ten Thousand and no/100's

DEPT-01 RECORDINGS \$13.00  
T#8888 TRAN 8589 07/23/91 10:29:00  
#7645 #F \*91-366076  
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

& Assignment of Rents  
dated April 7 1986, secured by a mortgage or trust deed in the nature of a mortgage ~~recorded~~/recorded April 10 1986, in the office of the ~~XXXXXX~~ Recorder of Cook County, Illinois, in \_\_\_\_\_ of \_\_\_\_\_ at page \_\_\_\_\_ as document No: 86136905 & 86136906 conveying to Midwest Bank and Trust Company

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

Lot 1 (except the West 3.37 feet, as measured along the North line thereof) in Tinke's Subdivision of Block 6 and the North 162 3/12 feet of Block 7 and the North 162 3/12 feet of the West 133.95 feet of Block 16 and the West 133.85 feet of Block 17 in Ashland, a Subdivision of 20.20 3/4 chains East and adjoining the West 32.35 chains South of railroad, in Section 10, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Index Number(s): 15-10-128 003

Address(es) of real estate: 1712-14 St. Charles Road, Maywood, Illinois

- 2. The amount remaining unpaid on the indebtedness is \$ 99,884.27
- 3. Said remaining indebtedness of \$ 99,884.27 shall be paid on or before 6/5/96.

The maturity date is hereby extended to June 5, 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 therein provided, as hereby extended, and to pay interest thereon until June 5 1996, at the rate of 11 per cent per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of 11 per cent per annum, and interest after maturity at the rate of 14 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 to 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.

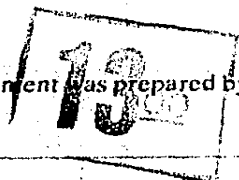
5. This agreement is supplementary to said mortgage or trust deed. All the provisions thereof and of the principal note or notes, including the right to declare principal and accrued interest due for any cause specified in said mortgage or trust deed or notes, but not including any prepayment privileges 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. SEE EXCULPATORY RIDER ATTACHED  
Midwest Bank and Trust Company as trustee U/T/A 83-05-4096 and not personally.

Attest: Angela McLean (SEAL)  
Asst. Trust Officer

By: Sullivan (SEAL)  
Vice President

This instrument was prepared by Robert Figarelli - Midwest Bank and Trust Company 1605 N. Harlem Avenue  
(NAME AND ADDRESS) Elmwood Park, IL 60635



# 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 Illinois }  
COUNTY OF Cook } ss.

I, Emily S. Cleff

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

Vice President of Midwest Bank and Trust Company,  
and Angela McClain, Asst. Trust Officer \_\_\_\_\_ Secretary of said Corporation, who are personally known

Asst. Trust Officer \_\_\_\_\_, 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

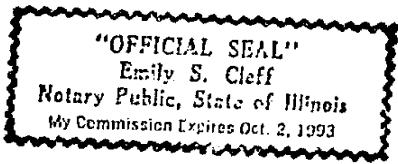
the uses and purposes therein set forth; and the said Asst. Tr. Officer then and there acknowledged that, as

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 9th day of July 1991.

*Emily S. Cleff*  
Notary Public



9138607S

Box \_\_\_\_\_

EXTENSION AGREEMENT

WITH

MAIL TO:

MIDWEST BANK & TRUST CO.  
1605 N. W. HARLEN AVENUE  
ELMWOOD PARK, ILLINOIS 60635

GEORGE E. COLE  
LEGAL FORMS

THIS RIDER IS ATTACHED TO AND MADE PART OF

CERTAIN EXTENSION AGREEMENT DATED JUNE 5,

1991 AND EXECUTED BY MIDWEST BANK AND TRUST

COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT

#83-05-4096

91366076

It is expressly understood and agreed by and between the parties hereto that each and all of the warranties, indemnities, representations, covenants, and undertakings and agreements herein made on the part of the trustee are made and intended, not as personal warranties, indemnities, representations, covenants, undertakings and agreements of Midwest Bank & Trust Company, but are made and intended for the sole purpose of binding the trust property, and this document is executed and delivered by said Midwest Bank and Trust Company, not in its' own right, but as trustee solely in the exercise of the power that conferred upon it as such trustee and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or be enforceable against Midwest Bank and Trust Company on account of any warranties, indemnities, representations, covenants, undertaking or agreement therein contained, whether expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto and by all persons claiming by, through and under them.