# UNOFFICIAL

### EXTENSION AGREEMENT (ILLINOIS)

This Indenture, made this 28th day of May, 1992, by and between Capitol Bank and Trust the owner of the Mortgage or Trust Deed hereinafter described. and Capitol Bank and Trust Trust #1500 representing himself or themselves to be the owner or owners of the real estate hereinafter described, and in said deed described ("()wner").

#### WITNESSETH:

The parties hereby agree to extend the time of payment of the indebtedies evidenced by the principal promissory Note or Notes of Capitol Bank and Trust \$1500 dated October 5, 1989, secured by a Mortgage or Trust Deed in the nature of a Mortgage registered/recorded October 11, 1989, in the office of the Registrar of Titles/Recorder of Cook County, Illinois, as document No. 8948/457 conveying to Capital Bank and Trust certain real estate in Cook County, Illinois described as follows:

- 2. The amount remaining unpara on the indebtedness is \$1,500,000.00.
- Said remaining indebtedness of \$1,500,000.00 shall be paid on or before June 1, 1993 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 1, 1993, at the rate of Base + 1-1/2x percenter per annum, and thereafter until maturity, and interest after maturicy at the rate of Base + 4-1/2 percent per annum, and to pay both principal and interest as provided for in the mortgage or trust deed hereinabove described. Is the holder or holders of the said principal note or notes may from time to be in writing appoint, and in default of such appointment at 4801 West Fullertin, Chicago, Illinois 60639.
- If any part of said indebtedness or interest thereon is 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.

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Bank and Trust 4801 West Fullerton Capitol REPARED BY:

## **UNOFFICIAL COPY**

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 accreed 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 Mortgagor in said Mortgagor Trust Deed, The provisions of this indenture shall inure to the benefit of any holder or 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 Howestead Exemption Laws of the State of Illinois with respect to said real estate. the Owner consists of two or more persons, their liability hereunder shall be joint and several.

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

Capitol Bank and Trust as Trustee for Trust #1500 dated Apr 1 39, 1988 and not personally

BY:

Edward J. Lucas

This instrument is executed by CAPITOL BANK AND TRUST, not personally but sollly as Truck as aforesaid. All the covenants and conditions to be preformed hereunder by PARITOL BANK AND TRUST of the of then by it solely as Truction as aforesaid, and not more little, and no personal Sensor Vice President & Trust Office abint, shall be asserted on be estimated this against CAPITOL BANK AND TRUST by reason of any of the dovenants, representations or warranties contained in this instrument. 3/4's Office

Lots 3, 4, 5, 6, 7, 8, 9, 10 & 13 in Gettysburg on the Park subdivision in Hoffman Estates being a subdivision of part of the South East Quarter of the South East Quarter and part of outlot F in Evergreen Subdivision No. 3 both in Section 18, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

Address: Vacant land in Hoffman Estates "Gettysburg on the Park"

Destriction of Cook County Clark's Office PIN NO2-18-406-002

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