

UNOFFICIAL COPY

CL0028

FORM NO. 1000
April, 1980

EXTENSION AGREEMENT (ILL. 9008)

CAUTION: Consult a lawyer before using or acting under the form.
All warranties, including merchantability and fitness are excluded.

This Indenture, made this 2nd day of April, 1992, by and between Commercial National Bank of Berwyn, a National Banking Corporation, the owner of the mortgage or trust deed hereinafter described, and Commercial National Bank of Berwyn, Trust #880263, dated 5/9/88, 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 Seventy thousand & no/100ths, (\$70,000.00)

dated April 8, 1991, secured by a ~~mortgage or trust deed~~ Assignment of Rents & Extension Agreement in the nature of a mortgage ~~registered/recorded~~ recorded on April 23, 1991, in the office of the ~~Registered Title Recorder of Cook County, Illinois~~ Recorder of Cook County, Illinois, in November 5, 1991, at page 91187823 & 91588081, as document No. 91187823, conveying to Commercial National Bank of Berwyn certain real estate in Cook County, Illinois described as follows:

The South 28 Feet of the North 53 Feet of lot 25 in Chicago Title and Trust Company's Subdivision of the East 30 Acres of the West 1/2 of the Northeast 1/4 of Section 30, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

PIN 16-30-219-038

Address of property: 2437 S. Clarence Ave., Berwyn, IL 60402

- 2. The amount remaining unpaid on the indebtedness is \$ 70,000.00
- 3. Said remaining indebtedness of \$ 70,000.00 shall be paid on or before September 29, 1992

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 September 29, 1992, at the rate of 10.00 per cent per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of 10.00 per cent per annum, and interest after maturity at the rate of 10.00 per cent per annum, and to pay both principal and interest in the coin or currency provided for in the mortgage or trust deed in rem 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 Commercial National Bank of Berwyn.

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: Roger C. Forcash, Sr. V.P. (SEAL) COMMERCIAL NATIONAL BANK OF BERWYN, TRUST #880263, DATED 5/9/88 (SEAL)

Attest: Mark A. Pleshner (SEAL) SEE ATTACHED RIDER FOR TRUSTEE'S SIGNATORY. (SEAL)
Mark A. Pleshner, Secretary

This instrument was prepared by Roger C. Forcash, Sr. V.P., Commercial National Bank of Berwyn
NAME AND ADDRESS: 3322 S. Oak Park Ave. Berwyn, IL 60402

DEPT-91 RECORDINGS \$33.00
189779 1897 1992 08/11/92 10:07:00
47211 # 4-1992-5944336
COOK COUNTY RECORDER

92594436
Above Space For Recorder's Use Only

92594436

\$ 33.50

UNOFFICIAL COPY

STATE OF _____ ss.
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____

Notary Public

STATE OF _____ ss.
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____

Notary Public

STATE OF Illinois ss.
COUNTY OF Cook

925-1A456

I, Barbara A. Sisulak
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____
Roger C. Forcash, Sr. Vice-President of Commercial National Bank of Berwyn
and Mark A. Fleahner, 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 Sr. V.P. and
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 _____ Secretary there 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 2nd day of April 1982

Notary Public

Box

EXTENSION AGREEMENT

Commercial National Bank of Berwyn,
a National Banking Corporation
WITH
Commercial National Bank of Berwyn,
Trust #880263, dated 5/9/88

ADDRESS OF PROPERTY:
2437 S. Clarence Ave.
Berwyn, IL. 60402

MAIL TO:

Commercial National Bank of Berwyn
3322 S. Oak Park Ave.
Berwyn, IL. 60402

This Rider is attached to and made part of the Lateral Agreement dated April 2, 1992, with Commercial National Bank of Berwyn, a Corporation organized under the laws of the State of Illinois, to real estate partially legally described as the **UNOFFICIAL COPY** ~~Property of the~~ **Property of Cook County Clerk's Office** in Chicago Title and Trust Company's Subdivision ~~of Section 30, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.~~

This Document is signed by COMMERCIAL NATIONAL BANK OF BERWYN not individually, but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon the COMMERCIAL NATIONAL BANK OF BERWYN personally, or as Trustee, to sequester any of the earnings, avails, or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of the COMMERCIAL NATIONAL BANK OF BERWYN is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each and every kind are those of the Trustee's beneficiaries only and shall not in any way be considered the responsibility and liability of the COMMERCIAL NATIONAL BANK OF BERWYN. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by COMMERCIAL NATIONAL BANK OF BERWYN, as Trustee.

COMMERCIAL NATIONAL BANK OF BERWYN AS TRUSTEE UNDER TRUST NO. 480263 AND NOT INDIVIDUALLY.

By: *Carol Ann Weber*
Carol Ann Weber
Trust Officer
Its: _____

ATTEST:

By: *Timothy J. Fullerton*
Timothy J. Fullerton
Its: Assistant Secretary

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named officers of the COMMERCIAL NATIONAL BANK OF BERWYN, a Corporation personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such title as designated above, 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 said attesting officer, as custodian of the corporate seal of said instrument pursuant to authority, given by the Board of Directors of said Corporation, as the 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 30th day of July, 1992

OFFICIAL SEAL
CAROL WOTOWICZ
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/24/95

Carol Wotowicz
NOTARY PUBLIC

92594436