

Extension Agreement (Illinois)

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This Indenture made this 4th day of August 1992 by and between Jefferson State Bank, an Illinois Banking Corporation the owner of the mortgages hereinafter described, and Jefferson State Bank, as Trustee U/T/A dated 8/1/89 and known as Trust No. 1663 representing himself or themselves to be the owner 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 notes of Ninety five thousand Dollars (\$95,000.00), Fifty four thousand Dollars (\$54,000.00) and Fifteen thousand Dollars (\$15,000.00) dated 8/03/89, 11/01/91 and 4/09/92 respectively, secured by a mortgage recorded 8/29/89, 12/10/91 and 5/4/92 respectively as Document Numbers 89-403933, 91-646368 and 92-300338 respectively conveying to Jefferson State Bank, an Illinois Banking Corporation certain real estate in Cook County Illinois described as follows:

Lot 7 in Block 4 in Fullerton's Second Addition to Chicago, being a Subdivision of that part of the South 1/2 of the South East 1/4 of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian lying East of the Chicago and Northwestern Railway and of that part lying West of said Railway and East of Clybourn Avenue together with all buildings and improvements thereon situated in the County of Cook in the State of Illinois

PIN 14-30-408-006-0000

92729145

Commonly known as 2543 North Marshfield, Chicago, Illinois 60614.

The amount remaining unpaid on the indebtedness is \$161,449.16.

Said remaining indebtedness of \$161,449.16 shall be paid on or before August 31, 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 8/31/93 at the rate of 8.5 per cent per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of 8.5 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 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 Jefferson State Bank, 5301 W. Lawrence Avenue Chicago Illinois 60630

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

Jefferson State Bank, an Illinois Banking Corporation (SEAL) BY: [Signature] Vice President

Jefferson State Bank, not personally but as Trustee U/T/A dated 8/1/89 and known as Trust No. 1663 BY: [Signature] Trust Officer

ATTEST: [Signature] Asst. Cashier

ATTEST: [Signature] (SEAL) Asst. Trust Officer

This instrument was prepared by Jefferson State Bank, BY: Judith MacIor, 5301 W. Lawrence (NAME AND ADDRESS) VICE PRESIDENT Chgo 60630

Exoneration provision restricting any liability of the Jefferson State Bank stamped on the reverse side hereof, is hereby expressly made a part hereof.

DEPT-01 RECORDING \$31.00 T42222 TRAN 9664 10/01/92 11:46:00 \$1150.00 A *92-729145 COOK COUNTY RECORDER

91.00 [Signature]

UNOFFICIAL COPY

STATE OF Illinois

COUNTY OF Cook

I, Joyce A. Bandur

a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Penelope Jackson, Trust Officer of Jefferson State Bank

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her 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 5th day of September 1992

Joyce A. Bandur
Notary Public



STATE OF Illinois

COUNTY OF Cook

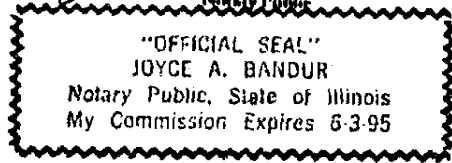
I, Joyce A. Bandur

a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Lou-Ann J. Silvestri, Asst. Trust Officer of Jefferson State Bank

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her 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 5th day of September 1992

Joyce A. Bandur
Notary Public



STATE OF Illinois

COUNTY OF Cook

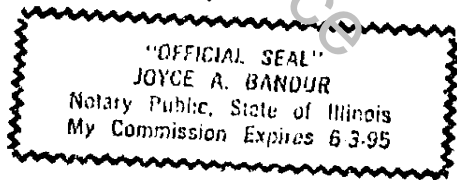
I, Joyce A. Bandur

a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Judith Macior, Vice President of Jefferson State Bank

and Lillian Rosenau, Asst. Cashier and Lillian Rosenau, Asst. Cashier of Jefferson State Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice Pres. and Asst. Cashier, 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. Cashier 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 5th day of September 1992

Joyce A. Bandur
Notary Public



92729145

Box 199

EXTENSION AGREEMENT

WITH

EXECUTED AND DELIVERED BY THE JEFFERSON STATE BANK OF CHICAGO, INC. IN ITS INDIVIDUAL CAPACITY, BUT SOLELY IN THE CAPACITY HEREIN DESCRIBED, FOR THE PURPOSE OF BINDING THE HEREIN DESCRIBED PROPERTY, AND IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO, ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THAT EACH AND ALL OF THE UNDERTAKINGS AND AGREEMENTS HEREIN MADE, ARE MADE AND INTENDED NOT AS PERSONAL UNDERTAKINGS AND AGREEMENTS OF THE TRUSTEE, OR FOR THE PURPOSE OF BINDING THE TRUSTEE PERSONALLY, BUT AS SCUTES AND DELIVERED BY THE TRUSTEE SOLELY IN THE EXERCISE OF THE POWERS CONTAINED UPON IT AS SUCH TRUSTEE, AND NO PERSONAL LIABILITY OR LIABILITY OF RESPONSIBILITY IS ASSUMED BY, OR SHALL AT ANY TIME BE ASSERTED OR ENFORCED AGAINST SAID TRUSTEE ON ACCOUNT HEREOF OR ON ACCOUNT OF ANY UNDERTAKING OR AGREEMENT HEREIN CONTAINED, EITHER EXPRESSLY OR IMPLIED, AND SUCH PERSONAL LIABILITY IF ANY, BEING HEREBY EXPRESSLY WAIVED AND RELEASED BY ALL OTHER PARTIES HERETO, AND THESE CLAIMING BY, THROUGH, OR UNDER THEM.

Box 199

MAIL TO:

GEORGE E. COLE
LEGAL FORMS