

EXTENSION AGREEMENT (ILLINOIS)

UNOFFICIAL COPY

FORM NO. 1000 APRIL 11, 1980

92123633

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

DEF-01 RECORDING \$27.00
12222 TRK 2018 02/27/92 09:46:00
3148 1 15 \* 222 - 1273633
COOK COUNTY RECORDER

This Indenture, made this 15th day of February, 1992, by and between Avenue Bank of Oak Park

the owner of the mortgage or trust deed hereinafter described, and First Colonial Trust Company, Trustee

representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"), WITNESSETH:

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1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal promissory note or notes of First Colonial Trust Company, Trustee

dated February 20, 1986, secured by a mortgage or trust deed in the nature of a mortgage registered/recorded March 11, 1986, in the office of the Registrar of Titles/Recorder of Cook County, Illinois, in of at page as document No conveying to

and Extension Agreement dated February 15, 1989, certain real estate in Cook County, Illinois described as follows:

Lot 24, 25 and 26 in Block 7 in Merchants' Mallon Street Addition in the North East 1/4 of Section 18, Township 30 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 16-18-096-000

Commonly known as 618-82 Huron Street, Oak Park, Illinois

The amount remaining on the indebtedness in \$196,640.21. Said remaining indebtedness of \$196,640.21 shall be paid together with interest from February 15, 1992, on the principal balance remaining from time to time unpaid, at the rate of 11.25% per annum in installments as follows: \$2,320.22 or more on the 15th day of March 1992, and \$2,320.22 or more on the 15th day of each month thereafter until said note is fully paid, except that the final payment of principal and interest if not sooner paid shall be due on February 15, 1995. All such payments on account of the indebtedness shall first be applied to interest on the unpaid balance, and the remainder to principal. All of said principal and interest shall be payable at the office of Avenue Bank of Oak Park, 104 N. Oak Park Av. Oak Park, Illinois 60301. A late charge of 5.00% on any monthly installment not received by the note holder within 15 days after the installment is due, shall be paid.

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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 Avenue Bank of Oak Park, 104 N. Oak Park Av., Oak Park, Illinois 60301

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: Nicholas S. Giuliano, Vice President

FIRST COLONIAL TRUST COMPANY See Rider Attached Hereto and Made a Part Hereof: Donna McDowell, Trust Officer; Norma J. Haworth, Land Trust Officer

This instrument was prepared by R. T. Roman - 104 N. Oak Park Ave. - Oak Park IL 60301



Box 283

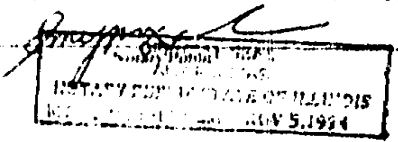
92123633

# UNOFFICIAL COPY

STATE OF Illinois

COUNTY OF Cook

I, the undersigned  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that  
Nicholas E. Giordano  
personally known to me to be the same person whose name he subscribed to the foregoing instrument,  
appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as  
his 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 15th day of February 1992



92123633

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

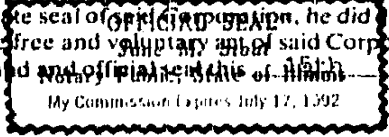
I, \_\_\_\_\_  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that  
personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument,  
appeared before me this day in person and acknowledged that \_\_\_\_\_ he \_\_\_\_\_ signed, 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

COUNTY OF Cook

I, the undersigned  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Donna McPowell  
Trust Officer ~~XXXXXXXXXX~~ First Colonial Trust Company,  
and Norma J. Haworth, Land Trust Officer ~~XXXXXXXXXX~~ of said Corporation, who are personally known  
to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and  
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 Land Trust Officer ~~XXXXXXXXXX~~ 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 15th day of February 1992



Zune M. [Signature]  
Notary Public

This document is executed by First Colonial Trust Company, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, 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 their respective successors and assigns) and that 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 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.

EXT

MAIL T

# UNOFFICIAL COPY

This instrument was prepared by R. L. Hornum, Notary Public, Cook County, Illinois, on this 15th day of February, 1977.

BY: John J. McLaughlin, Vice President  
John J. McLaughlin, Trust Officer (SEAL)  
John J. McLaughlin, Trust Officer (SEAL)



IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this instrument the day and year first above written of our year.

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 provision hereinafter 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 instrument shall inure to the benefit of any holder of said principal note or 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 Trust and Exception 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.

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.

3. The amount remaining unpaid on the indebtedness of \$126,697.71 on 02/11/77 shall be paid on or before February 15, 1977.

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 the rate of 19% at the rate of 19% per cent per annum, and thereafter until maturity of the principal sum as hereby extended, at the rate of 19% per cent per annum, and interest after maturity at the rate of 19% per cent per annum, and to pay both principal and interest in the coin or currency provided for in the mortgage or trust deed hereinafter 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 Avenue Bank of Chicago, Illinois.

2. The amount remaining unpaid on the indebtedness of \$126,697.71 on 02/11/77 shall be paid on or before February 15, 1977.

1. Said remaining indebtedness of \$126,697.71 on 02/11/77 shall be paid on or before February 15, 1977.

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal promissory note or notes of First Colonial Trust Company, Trustee, n/s/n #1459 dated January 27, 1976.

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dated February 29, 1976, secured by a mortgage or trust deed in the nature of a mortgage registered/recorded March 11, 1976 in the office of the Registrar of Titles/Recorder of Cook County, Illinois, in

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 14222 FRANKLIN 02/27/72 19:46:00  
 \*3148 1 2-123633  
 COOK COUNTY RECORDER

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1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal promissory note or notes of First Colonial Trust Company, Trustee, n/s/n #1459 dated January 27, 1976.

and between Avenue Bank of Cook Park, 1977, by

This Indenture, made this 15th day of February, 1977, by

CAUTION: Contains a sworn statement and hence, are marked.

EXTENSION AGREEMENT (ILLINOIS)

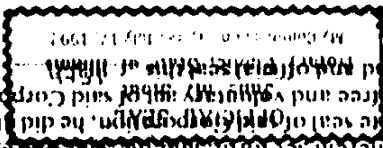
FORM NO. 1090 April, 1960

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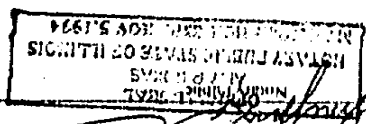
This document is executed by First Colonial Trust Company, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, 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 their respective successors and assigns) and that 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 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.

I, the undersigned \_\_\_\_\_  
 a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_  
 and \_\_\_\_\_  
 Trustee Officers  
 and \_\_\_\_\_  
 Trustee Officers  
 to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_  
 Trustee Officers  
 delivered the said instrument as their own free and voluntary act and there acknowledged that, as  
 the uses and purposes therein set forth, and the said \_\_\_\_\_  
 Trustee Officers  
 voluntarily 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 \_\_\_\_\_ day of \_\_\_\_\_ 1992.



I, the undersigned \_\_\_\_\_  
 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\_\_\_\_

I, the undersigned \_\_\_\_\_  
 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 \_\_\_\_\_ 1992.



92123633