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92192110

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This Indenture, made this 5th day of February, 1992, by and between Midwest Bank and Trust Company

the owner of the mortgage or trust deed hereinafter described, and Todd Birkeland and Toralf D. Birkeland also known as Toralf O. Birkeland representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"), WITNESSETH:

RECORDING INFORMATION 123.00  
1:05:58 PM FEB 23 1992 12:58:00  
1004 - 11 - 92 - 122410  
COOK COUNTY RECORDER

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal promissory note or notes of Fifty Thousand and no/100's

Above Space For Recorder's Use Only

dated June 6, 1986, secured by a mortgage or trust deed in the nature of a mortgage ~~86-232775~~/recorded June 10, 1986, in the office of the ~~86-232775~~ Recorder of Cook County, Illinois, in ~~86-232775~~ at page ~~86-232775~~ as document No. 86-232775 conveying to

Midwest Bank and Trust Company certain real estate in Cook County, Illinois described as follows:

The East 32 feet of lot 23 in John W. Thompson and Company's Second Addition to Elmwood Park Gardens being a subdivision of the West 1/2 of the North West 1/4 of the North East 1/4 of Section 25, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

92192110

Permanent Real Estate Index Number(s): 12-25-201-003

Address(es) of real estate: 7517 W. Belmont Ave, Chicago, IL 60631

2. The amount remaining unpaid on the indebtedness is \$ 44,889.92

3. Said remaining indebtedness of \$ 44,889.92 shall be paid on or before August 5, 1996. The interest rate is hereby changed to 10%. The monthly payment of principal and interest shall be made beginning 2/5/92 in the sum of \$1,126.28 until said indebtedness is paid in full (not to exceed 8/5/96)

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 August

5, 1996, at the rate of 10 per cent per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of 10 per cent per annum, and interest after maturity at the rate of 10 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 of 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 aforesaid 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 in the principal note 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.

Todd S. Birkeland

(SEAL)

Toralf O. Birkeland

(SEAL)

(SEAL)

This instrument was prepared by Thomas R. Olson Midwest Bank and Trust Company  
501 W. North Ave.  
Melrose Park, IL 60160

23-v-2

# 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 \_\_\_\_\_

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

I,

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

\_\_\_\_\_, President of \_\_\_\_\_ and \_\_\_\_\_, 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 \_\_\_\_\_ and \_\_\_\_\_, 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 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 \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Notary Public

Box \_\_\_\_\_ 50190110

EXTENSION AGREEMENT

WITH

MAIL TO

GEORGE E. COLE  
LEGAL FORMS