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CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

This Indenture, made this 26th day of August, 1993, by and between THE FIRST COMMERCIAL BANK

the owner of the mortgage or trust deed hereinafter described, and David P. Calimag and Rosario Calimag, his wife

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 David P. Calimag and Rosario Calimag, his wife

COOK COUNTY
REC
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dated July 29, 1988, secured by a mortgage or trust deed in the nature of a mortgage registered/recorded August 11, 1988, in the office of the Registrar of Titles/Recorder of Cook County, Illinois, in city of Chicago at page as document No. 88362992 conveying to THE FIRST COMMERCIAL BANK

certain real estate in Cook County, Illinois described as follows:

See legal description attached hereto and made a part hereof as Exhibit "A".

This agreement shall not become operative and shall be null and void if its execution and recording shall result in the loss to the Note Holder of the priority position of the Mortgage securing said Note. Any written declaration executed by the Note Holder and recorded to the effect that this Modification and Extension Agreement threatens the priority position of said Mortgage shall be sufficient to rescind this Agreement and expunge the effect of its recording.

Permanent Real Estate Index Number(s): 17-10-400-012-1157

Address(es) of real estate: 400 E. Randolph Unit 1221, Chicago, Illinois

2. The amount remaining unpaid on the indebtedness is \$ 26,100.38 provided that the September 1, 1993 payment of \$364.00 has been made.

3. Said remaining indebtedness of \$ 26,100.38 shall be paid ~~xxxxxxx~~ at the rate of 8.5% in installments as follows: \$323.61 on the 1st day of October 1993 and \$323.61 on the 1st day of each month thereafter, except that a final payment of principal and interest, if not sooner paid, shall be due and payable on September 1, 1998.

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 1, 1998, 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 12.5 per cent per annum, and to pay both principal and interest in the coin or currency provided for in the mortgage or trust deed herein 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 THE FIRST COMMERCIAL BANK, 6945 N. Clark Street, Chicago, Illinois 60626.

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.

* and any and all documents securing said note or notes.
IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year first above written.

David P. Calimag (SEAL)

BY: Alan M. Share, First Vice President (SEAL)

Rosario Calimag

ATTEST: Gregory D. Salm, First Vice President & Cashier (SEAL)

This instrument was prepared by Dawn M. Malachuk, THE FIRST COMMERCIAL BANK, 6945 N. Clark St., Chicago, IL 60626

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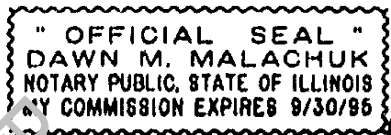
STATE OF ILLINOIS

COUNTY OF COOK

ss.

I, the undersigned
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that David P. Callimag and Rosario Callimag, his wife
personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their 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 14th day of August ~~September~~ 1993



Dawn M. Malachuk
Notary Public

STATE OF

COUNTY OF

ss.

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

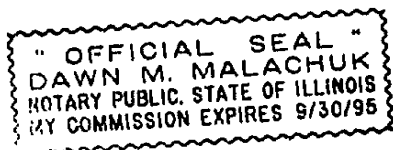
STATE OF Illinois

COUNTY OF Cook

ss.

I, the undersigned
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Alan M. Share, First Vice, President of THE FIRST COMMERCIAL BANK, and Gregory D. Salm, First Vice President & Cashier, ~~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 1st Vice President and 1st V.P. & 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 1st VP & Cashier ~~acknowledged~~ them 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 14th day of August ~~September~~ 1993



Dawn M. Malachuk
Notary Public

93752822

Box

EXTENSION AGREEMENT

WITH



MAIL TO:

THE FIRST COMMERCIAL BANK
6945 N. CLARK STREET
CHICAGO, ILLINOIS 60626

MAIL TO:

GEORGE E. COLE'S
LEGAL FORMS

UNOFFICIAL COPY

EXHIBIT "A"

93752822

UNIT NUMBER 1221 AS DELINEATED ON SURVEY OF CERTAIN LOTS IN THE PLAT OF LAKE FRONT PLAZA, A SUBDIVISION OF A PARCEL OF LAND LYING IN ACCRETIONS TO FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 1962 AS DOCUMENT 18461961, CONVEYED BY DEED FROM ILLINOIS CENTRAL RAILROAD COMPANY TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 17460, RECORDED MAY 7, 1962 AS DOCUMENT 18467558, AND ALSO SUPPLEMENTAL DEED THERETO RECORDED DECEMBER 23, 1964 AS DOCUMENT 19341545, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 9, 1962 AND KNOWN AS TRUST NUMBER 17460, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT 22453315, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE PROPERTY DESCRIBED IN SAID DECLARATION OF CONDOMINIUM AFORESAID (EXCEPTING THE UNITS AS DEFINED AND SET FORTH IN THE DECLARATION OF CONDOMINIUM AND SURVEY) IN COOK COUNTY, ILLINOIS

PROPERTY ADDRESS: 400 E. Randolph, Unit

P.I.N.:

17-10-400-012-1157

Cook County Clerk's Office