

RETURN DOCUMENT TO: WALTER KURAS, AMALGAMATED BANK OF CHICAGO, ONE WEST MONROE STREET, CHICAGO, IL 60603

93648802 #1829181-9001

The EXTENSION AGREEMENT, is made this 24th day of October 1992 by and between AMALGAMATED TRUST & SAVINGS BANK, an Illinois banking corporation, the owner of the mortgage or trust deed hereinafter described, and AMALGAMATED TRUST AND SAVINGS BANK AS TRUSTEE U/T/A #5141 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 PAT FRANK DELEO AND ANNA MARIE DELEO dated Jan. 26, 1986 secured by a mortgage or trust deed in the nature of a mortgage recorded April 16, 1986 in the office of the Recorder of Deeds Cook County, Illinois at page \_\_\_\_\_ as document No. 86146971 conveying to Amalgamated Trust & Savings Bank, as Trustee, certain real estate in Cook County, Illinois described as follows: LOTS 16, 17, 18, 19, 20, 21, AND THE EAST 32.0 FEET OF LOTS 36, 37, 38, 39, 40, 41, AND ALSO THAT PART OF THE VACATED 8-FOOT ALLEY LYING EAST OF THE ADJOINING SAID LOTS 36 THROUGH 41 BOTH INCLUSIVE ALL IN C. J. HULL'S SUBDIVISION OF BLOCK 6 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH RANGE 14, EAST OF DEPT-01 RECORDS \$25.00 #234 # 72-048802 TRAM 8495 01/28/93 14:07:00 COOK COUNTY RECORDER

2. The amount of principal remaining unpaid on the indebtedness is \$43,064.50 plus interest from this date on the balance of principal remaining from time to time unpaid at the simple annual rate of \_\_\_\_\_ per cent shall be paid in installments of principal and interest as follows: RIVE HUNDRED AND NO/100'S Dollars (\$ 500.00) on the 24th day of each month thereafter until said indebtedness is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 24th day of October 1992 and FIVE HUNDRED AND NO/100'S Dollars (\$ 500.00) on the 24th day of October 1992

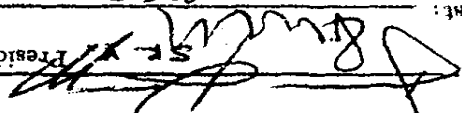

3. Said remaining indebtedness of \$ 43,064.50 plus interest from this date on the balance of principal remaining from time to time unpaid at the simple annual rate of \_\_\_\_\_ per cent shall be paid in installments of principal and interest as follows: on the 24th day of November 1992 and FIVE HUNDRED AND NO/100'S Dollars (\$ 500.00) on the 24th day of each month thereafter until said indebtedness is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 24th day of October 1992 and the Owner in consideration of such extension promises and agrees to pay the entire indebtedness accrued by said mortgage or trust deed plus interest as and when therein provided, as hereby extended, and to pay interest after maturity or default at the rate of \_\_\_\_\_ 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 Amalgamated Trust & Savings Bank, One West Monroe Street, Chicago, Illinois 60603.

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, be 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 Extension Agreement is supplementary to said mortgage or trust deed, and 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 Extension Agreement shall inure to the benefit of any holder of said principal note or notes and interest notes and shall bind 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. \* 1/2Z OVER AMALGAMATED TRUST & SAVINGS BANK PRIME RATE FLUCTUATING \* 4Z OVER AMALGAMATED TRUST & SAVINGS BANK PRIME RATE FLUCTUATING

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this Extension Agreement the day and year first above written.

AMALGAMATED TRUST & SAVINGS BANK AS TRUSTEE U/T/A #5141

AMALGAMATED TRUST & SAVINGS BANK  
By:  S. J. W. President  
Attent:  0557 Secretary  
The terms and conditions contained in this instrument to the contrary notwithstanding, this instrument is subject to the provisions of the Trustee's Exemption Laws of the State of Illinois and made a part hereof.

This document prepared by CHARTS OF ILLINOIS, W. MONROE ST., CHICAGO, IL 60603

UNOFFICIAL COPY

See attached Rider for Signature of Trustee

FOR AMALGAMATED BANK

FOR CORPORATE OWNER

FOR LAND TRUST OWNER

FOR INDIVIDUAL OWNER (S)

33048802

UNOFFICIAL COPY

My Commission Expires 8/15/94 Notary Public, State of Illinois SPECIAL SEAL CHRISTINE O'BRIEN

and voluntarily act of said Bank, for the uses and purposes therein set forth. I did affix said corporate seal to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, 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 Bank, he that they signed and delivered the said instrument as their own free and voluntary act and as the as such and respectively, appeared before me this day in person and acknowledged personally known to me to be the same persons whose names are subscribed to the foregoing instrument and ROBERT M. WRABEL, Assistant Secretary of said Bank, who are per- DAVID E. KNOPP, SENIOR VICE President of AMALGAMATED TRUST & SAVINGS BANK a Notary Public in and for said County in the State aforesaid, DO HERBRY CERTIFY that

CHRISTINE O'BRIEN

STATE OF ILLINOIS COUNTY OF COOK ss.

Notary Public

and voluntarily act of said Corporation, for the uses and purposes therein set forth. I 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; and the said Secretary then and there acknowledged that, as custodian of the corporate seal of said Corporation, that they signed and delivered the said instrument as their own free and voluntary act and as the as such and respectively, appeared before me this day in person and acknowledged personally known to me to be the same persons whose names are subscribed to the foregoing instrument and President of said Corporation, who are per- a Notary Public in and for said County in the State aforesaid, DO HERBRY CERTIFY that

STATE OF COUNTY OF

Notary Public

Assistant Vice-President of the Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice-President, and Assistant 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 Bank, as Trustee, as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth. I as Trustee as aforesaid, for the uses and purposes therein set forth. I

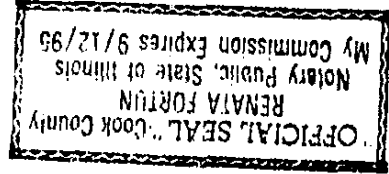
STATE OF COUNTY OF

Notary Public

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. I

STATE OF COUNTY OF

93048802



BY: Renata Fortuin  
NOTARY PUBLIC  
THIS 1st DAY OF December, 19 92

GIVEN UNDER MY HAND AND NOTARIAL SEAL

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify, that  
Michele Hofstra, Asst. VICE PRESIDENT, of AMALGAMATED TRUST & SAVINGS BANK, and Ed Swiegard, ASSISTANT SECRETARY, of said banking corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant 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 acts, and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said banking corporation, did affix the said corporate seal of said banking corporation to said instrument as her own free and voluntary act, and as the free and voluntary act of said banking corporation as Trustee for the uses and purposes herein set forth.

STATE OF ILLINOIS ) SS  
COUNTY OF COOK )

AMALGAMATED TRUST & SAVINGS, NOT  
INDIVIDUALLY, BUT AS TRUSTEE UNDER  
TRUST NO. 5141  
BY: Michele Hofstra  
Asst. VICE PRESIDENT  
ATTEST: Ed Swiegard  
ASSISTANT SECRETARY  
V.P.

This instrument is executed by AMALGAMATED TRUST & SAVINGS BANK, not personally, but as Trustee as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly agreed that nothing herein contained shall be construed as creating any liability on said AMALGAMATED TRUST & SAVINGS BANK in its individual corporate capacity to pay any indebtedness accruing thereunder, or with respect to any warranty or representation contained in this instrument, or to perform any covenant, either express or implied, herein contained, 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 by every person now or hereafter claiming any right or interest hereunder, and as 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 AMALGAMATED TRUST & SAVINGS BANK as Trustee merely holds legal title to the premises described therein and has no control over the management thereof. 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.

RIDER ATTACHED TO: EXTENSION AGREEMENT  
DATED: 10/24/92