

This 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 AND JOHN D'ARCO

dated Jan. 28, 1989 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

in book _____ at page _____ as document No. 86146971 conveying to

Amalgamated Trust & Savings Bank, as Trustee,

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 A PART 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

THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P. I. N. #17-17-109-021, 022, 023, AND 024.

#0235 # 93-048803

COOK COUNTY RECORDER

1#0000 TRAN 8475 01/20/93 14:07:00

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:

FIVE HUNDRED AND NO/100'S Dollars (\$ 500.00)

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 indebted-

ness 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, 1993.

and the Owner in consideration of such extension promises and agrees to pay the entire indebtedness

secured by said mortgage or trust deed plus interest as herein provided, as hereby ex-

tended, 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 writ-

ing 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, at the option of the

holder or holders of said principal note or notes, become and be due and payable in the same man-

ner as if said extension had not been granted.

5. This Extension 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 in-

terest due for any cause specified in said mortgage or trust deed or notes, but not including any pre-

payment privileges unless herein expressly provided for, shall remain in full force and effect except

as herein expressly modified. The provisions of this Extension Agreement shall inure to the

benefit of any holder of said principal note or notes and interest and shall bind heirs, personal

representatives and assigns of the Owner. The Owner hereby waives and releases all rights and bene-

fits 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. * 1/22 OVER AMALGAMATED TRUST & SAVINGS BANK PRIME RATE FLUCTUATING

** 4% 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

By:  ASST Secretary

Attest:

AMALGAMATED TRUST & SAVINGS BANK

AS TRUSTEE U/T/A #5141

(SEAL)

The terms and conditions contained in this instrument to the

extent that they do not conflict with the provisions of the

homestead exemption laws of the State of Illinois shall be

herein and made a part hereof.

\$ 25.00

This document prepared by CHRISTOPHER J. MONROE, CHICAGO, IL 60603

See attached Rider for signature of Trustee

UNOFFICIAL COPY

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

UNOFFICIAL COPY

FOR AMALGAMATED BANK

FOR CORPORATE OWNER

33048803

FOR LAND TRUST OWNER

FOR INDIVIDUAL OWNER (S)

GIVEN under my hand and notarial seal this 28th day of December 19 92

and voluntary act of said Bank, for the uses and purposes therein set forth. did affix said corporate seal to said instrument as his own free and voluntary act and as the free 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 a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that

DAVID E. KNOPP, SENIOR VICE, President of AMALGAMATED TRUST & SAVINGS BANK
 and ROBERT M. WROBEL, 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 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 Secretary then and there acknowledged that, as custodian of the corporate seal of said Bank, 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; and the said

CHRISTINE O'BRIEN.

COUNTY OF COOK
STATE OF ILLINOIS

Notary Public

GIVEN under my hand and notarial seal this 19 day of 19

and voluntary act of said Corporation, for the uses and purposes therein set forth. he did affix said corporate seal to said instrument as his own free and voluntary act and as the free 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 a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that

COUNTY OF
STATE OF

Notary Public

GIVEN under my hand and notarial seal this 19 day of 19

Assistant Vice President of the 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 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 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; and the said As Trustee as aforesaid, for the uses and purposes therein set forth.

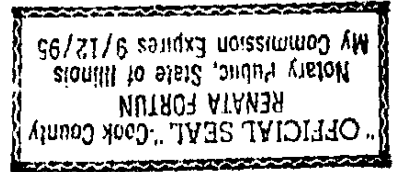
COUNTY OF
STATE OF

Notary Public

GIVEN under my hand and notarial seal this 19 day of 19

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.

COUNTY OF
STATE OF



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

GIVEN UNDER MY HAND AND NOTARIAL SEAL

uses and purposes herein set forth. instrument as her own free and voluntary act, and as the free and voluntary act of said banking corporation as Trustee for the custodian of the corporate seal of said banking corporation, did affix the said corporate seal of said banking corporation to said for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that she, as said instrument as their own free and voluntary acts, and as the free and voluntary act of said banking corporation, as Trustee, Assistant Secretary, respectively, appeared before me this day, in person, and acknowledged that they signed and delivered the known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and ASSISTANT SECRETARY of said banking corporation, personally and Ed Swelgard, VICE PRESIDENT, of AMALGAMATED TRUST & SAVINGS BANK, Ass't. Michele Hofstra

STATE OF ILLINOIS) SS
COUNTY OF COOK)

93048803

ATTEST: Ed Swelgard
VICE PRESIDENT
BY: Michele Hofstra
TRUST NO. 5141

AMALGAMATED TRUST & SAVINGS, NOT
INDIVIDUALLY, BUT AS TRUSTEE UNDER

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 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.

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

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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