

UNOFFICIAL COPY 93080001

This Indenture, made this 1st day of November 1992, by and between

COLE TAYLOR BANK

the owner of the mortgage or trust deed hereinafter described, and

Cole Taylor Bank as Trustee under Trust Agreement Number 90-2003

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 prin-

cipal promissory note or notes of Cole Taylor Bank as Trustee under Trust Agreement Number 90-2003

dated February 12, 1990, secured by a mortgage or trust deed in the nature of a mortgage recorded

February 14, 1990, in the office of the Recorder of Cook County, Illinois, in

of at page as document No. 90074477 conveying to

COLE TAYLOR BANK

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

Lots 4 and 5 in Wilder's South Addition to Chicago in East Fractional Northeast Quarter of Section 21, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

P.I.W. 17-21-210-047 and 17-21-210-046

Property Address: SWC 15th and State Street, Chicago, Illinois

PRIME RATE means the rate of interest established from time to time by Cole Taylor Bank as its prime rate and used by it in computing interest on those loans on which interest is established with relationship to the Cole Taylor Bank's prime rate, all as shown on the books and records of Cole Taylor Bank. The Prime Rate will fluctuate hereunder from time to time concurrently with each change in

2. The amount remaining unpaid on the indebtedness is \$ 173,000.00

3. Said remaining indebtedness of \$ 173,000.00 shall be paid on or before November 1, 1993. All other terms and conditions remain the same except as to the change in maturity date.

and the Owner in consideration of such extension promises and agrees to pay the entire indebtedness secured by said mortgage or trust deed as and when therein provided, as hereby extended, and to pay interest thereon monthly until maturity of said principal sum as hereby extended, at the rate of \* per cent per annum, and interest after maturity 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 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 Cole Taylor Bank 5501 West 79th Street, Burbank, Illinois 60459

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.

"CONSENTED AND AGREED TO: COLE TAYLOR BANK

BY: Thomas J. Hennessy Senior Vice President

Cole Taylor Bank as Trustee under Trust No. 90-2003 and not personally

BY: (SEAL)

ATTEST: Constanta C. Conardine Land Trust Administrator Burbank,

THIS DOCUMENT WAS PREPARED BY: Carole Dansky, Cole Taylor Bank 5501 W. 79th St., Ill. 60459

FIRST AMERICAN TITLE INSURANCE CO. 32235

93080001

The Cole Taylor Bank's Prime Rate with or without notice to anyone

\* 1/2 in excess of Cole Taylor's Bank prime rate and 1/2 in excess of aforementioned rate after maturity

2300

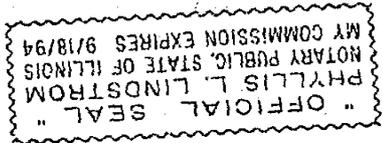
UNOFFICIAL COPY

EXTENSION AGREEMENT

WITH

93080001

Box 198

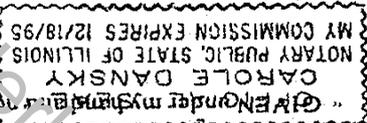


Notary Public: Phyllis L. Lindstrom  
19 92

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Sandra T. Russell, Trust Officer, President of Cole Taylor Bank and Constance Considine Land Trust, whose names are subscribed to the foregoing instrument as such signatories, 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.

123.00  
DEC-01 RECORDING  
THILL TWIN BOST 02/01/93 09:57:00  
#8594 N # 43-080001  
COOK COUNTY RECORDER

STATE OF Illinois }  
COUNTY OF Cook }  
ss.



Notary Public: Carole Dansky  
day of November 19 92

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Thomas J. Timm, whose name is 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.

STATE OF Illinois }  
COUNTY OF Cook }  
ss.

Notary Public

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, whose name is 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.

STATE OF Illinois }  
COUNTY OF Cook }  
ss.

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