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Community Title Insurance Agency CAP4013 7911

94 MAY 11 AM 9:51

This Indenture, made this 1ST day of MARCH, 19 94, by and between CRAGIN FEDERAL BANK FOR SAVINGS

the owner of the mortgage or trust deed hereinafter described, and DEVON BANK U/T #5639 DATED MARCH 5, 1990

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 SEVENTY-SIX THOUSAND AND NO/100

RECORDING 25.00  
# 94439765

**COOK COUNTY  
RECORDER  
JESSE WHITE  
ROLLING MEADOWS**

dated AUGUST 27, 19 90, secured by a mortgage or trust deed in the nature of a mortgage ~~recorded~~ recorded SEPTEMBER 6, 1990, in the office of the ~~Recorder~~ Recorder of COOK County, Illinois, in of at page 904348-1 as document No. 904348-1 conveying to CRAGIN FEDERAL BANK FOR SAVINGS

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

THE SOUTH 5 FEET OF LOT 7 AND LOTS 8, 9 AND 10 IN THE SUBDIVISION OF LOT 1 OF BLOCK 17 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS,  
COMMONLY KNOWN AS 1837 N. ELSTON, CHICAGO ILLINOIS 60622

Permanent Real Estate Index Number(s): 14-32-302-010-0000

Address(es) of real estate: 1837 N. ELSTON, CHICAGO ILLINOIS 60622

- 2. The amount remaining unpaid on the indebtedness is \$ 76,000.00
- 3. Said remaining indebtedness of \$ 76,000.00 shall be paid on or before MARCH 1, 1995

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 MARCH 1, 1995, 19 95, at the rate of 8 1/2 per cent per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of 8 1/2 per cent per annum, ~~and thereafter until maturity of said principal sum as hereby extended, at the rate of 8 1/2 per cent per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of 8 1/2 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 CRAGIN FEDERAL BANK FOR SAVINGS

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.

[Signature] (SEAL)  
[Signature]

BY: [Signature] (SEAL)  
Assistant Vice President

ATTEST: [Signature] (SEAL)  
Land Trust Administrator

This instrument was prepared by RICHARD J. JAHNS, 425 DEVON, PARK RIDGE IL 60068  
CRAGIN FEDERAL BANK FOR SAVINGS  
West Devon Avenue  
Park Ridge, Illinois 60068-4800

94439765

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Box \_\_\_\_\_

EXTENSION AGREEMENT

WITH

MAIL TO:

CRAGIN FEDERAL BANK FOR SAVINGS  
428 West Devon Avenue  
Park Ridge, Illinois 60068-4500

94439785

**"OFFICIAL SEAL"**  
ANNA KOWAL  
NOTARY PUBLIC, STATE OF ILLINOIS  
My Commission Expires 12-31-95

I, \_\_\_\_\_, THE UNDERSIGNED,  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Robyn B. Weinstein  
Assistant Vice President  
and Mary I. Ploke, Trust Administrator  
to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_, V.P. and  
Tr. Administrator, 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 Tr. Adm. \_\_\_\_\_, 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 94.

**"OFFICIAL SEAL"**  
Leona M. Krotz  
NOTARY PUBLIC, STATE OF ILLINOIS  
My Commission Expires 10-31-95

I, \_\_\_\_\_, THE UNDERSIGNED,  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that I E. \_\_\_\_\_  
personally known to me to be the same person \_\_\_\_\_ whose name \_\_\_\_\_  
appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as  
homestead, free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of  
GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 19 94.

I, \_\_\_\_\_, THE UNDERSIGNED,  
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 \_\_\_\_\_  
appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as  
homestead, free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of  
GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

I, \_\_\_\_\_, THE UNDERSIGNED,  
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 \_\_\_\_\_  
appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as  
homestead, free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of  
GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

# UNOFFICIAL COPY

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Cook County, Illinois, this 1st day of January, 1991.

CLERK OF COOK COUNTY

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## PERSONAL GUARANTEE

Chicago, Illinois MARCH 1, 1984

**FOR VALUE RECEIVED**, and as inducement for disbursement of the principal amount of the loan. I, the undersigned, for myself, my heirs, personal representatives and assigns, hereby guarantee to Cragin Federal Bank for Savings Corporation, its successors or assigns, the payment at maturity of the principal sum of **SEVENTY-SIX THOUSAND 00/100** DOLLARS (\$76,000.00) of the within note, together with interest after date at the rate of **EIGHT & HALF** percent per annum, (**8 1/2 %**) on the balance of said principal sum remaining unpaid, payable monthly, as provided in said note.

I hereby expressly agree, for myself, my heirs, personal representatives and assigns, that the maturity of said principal sum of the within note, or the balance thereof remaining unpaid at any time hereafter, can be accelerated in accordance with the terms of the within note or the mortgage securing said note at the election of the legal holders of the within note without notice to me, or my heirs, personal representatives or assigns.

I hereby, for myself, my heirs, personal representatives and assigns, waive notice of protest and consent to any and all extensions of the time of payment of the sum or sums provided in the within note by the holders of the within note without notice to me, my heirs, personal representatives or assigns.

I hereby authorize and appoint irrevocably any attorney of any court of record in the United States of America to be the true and lawful attorney for me, and irrevocably for me and in my name, place and stead to appear in any court of record in any state, District or Territory of the United States of America, in term time, or vacation, at any time after the principal sum of **SEVENTY-SIX THOUSAND 00/100** DOLLARS (\$76,000.00), or any unpaid balance thereof, becomes due, whether by election as aforesaid or otherwise, to waive service of process to confess a judgment in favor of the legal holder or holders of the within note for such amount of said principal sum as shall appear to be due according to the tenor and effect of said note, and for the interest unpaid hereof to the date of the entry of such judgment, together with the costs and reasonable plaintiff's fees, to file a cognovit for said amounts with an agreement therein that execution may issue forthwith and that no writ of error or appeal shall be prosecuted upon the judgments entered by virtue hereof, nor any proceedings in equity filed to interfere in any manner with the operation of said judgment, and to waive and release all errors that may intervene in the entering of said judgment or in the issuing of any execution thereon. I hereby ratify and confirm all that my said attorney may lawfully do by virtue hereof.

The agreement shall not be orally modified and any release or modification of this guarantee must be in writing.

In this guarantee, the singular shall include the plural and masculine shall include the feminine and the neuter. The guarantee shall be the joint and several obligation of all guarantors and endorsers and this guarantee shall be binding upon them, their heirs, personal representatives and assigns.

**IN WITNESS WHEREOF**, the undersigned have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, A. D. \_\_\_\_\_.

Hugh Heneghan (SEAL) \_\_\_\_\_ (ADDRESS)  
HUGH HENEGHAN

John Brennan (SEAL) \_\_\_\_\_ (ADDRESS)  
JOHN BRENNAN

\_\_\_\_\_(SEAL) \_\_\_\_\_(ADDRESS)

\_\_\_\_\_(SEAL) \_\_\_\_\_(ADDRESS)

94499765