

UNOFFICIAL COPY

This **EXTENSION AGREEMENT**, made this July 10, 1994, by and between **AMALGAMATED TRUST & SAVINGS BANK**, an Illinois banking corporation, the owner of the mortgage or trust deed hereinafter described, and

94706638

Denise Smith-Moore, A Married Person 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 EDM Industries, Inc.

dated June 30, 1994, secured by a mortgage or trust deed in the nature of a mortgage recorded September 9, 1993 in the office of the XXXXXX XXXX Cook County, Illinois in book XXXXXXXXXX at page XXXXXX as document No. 03710229 conveying to

Amalgamated Trust & Savings Bank, as Trustee,

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

Lot 1 in the Subdivision of Lot 2 (Except the North 12.52 Foot Thereof), Lots 3, 4, 5 and 6 and the North 19.48 Foot of Lot 7 in the Subdivision of the East 1/3 of the Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, (Except Railroad Land), in Cook County, Illinois.

P.I.N. #20-03-122 024

Property Address: 7207 South Prairie, Chicago, IL 60653

2. The amount of principal remaining unpaid on the indebtedness is \$ 6,859.45

3. Said remaining indebtedness of \$ 6,859.45 plus interest from this date on the balance of principal remaining from time to time unpaid at the simple annual rate of 9.75 per cent shall be paid in installments of principal and interest as follows:

Four Hundred Sixty and 80/100 Dollars (\$ 460.80) on the 2nd day of August, 1994, and Four Hundred Sixty and 80/100 Dollars (\$ 460.80) on the 2nd 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 2nd day of November, 1995

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 and when therein provided, as hereby extended, and to pay interest after maturity or default at the rate of 15 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 its 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 deed or 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 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 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.

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

AMALGAMATED TRUST & SAVINGS BANK

By: Eric Moore President

Attest: Lauren Portugal Secretary

X Denise Smith-Moore (SEAL)
Denise Smith-Moore

X Eric Moore (SEAL)
Eric Moore

This document prepared by: Lauren Portugal, One W. Monroe St, Chicago, IL 60603

94706638

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STATE OF ILLINOIS

COUNTY OF COOK

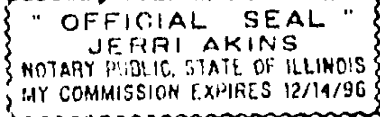
FOR INDIVIDUAL OWNER (S)

I, Jerril Akins

a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Denise Smith-Moore and Eric Moore

personally known to me to be the same persons whose names 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 notarial seal this 21th day of August, 1994



Notary Public

STATE OF

COUNTY OF

FOR LAND TRUST OWNER

I, _____

a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____

Assistant Vice-President of the _____ and 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.

GIVEN under my hand and notarial seal this _____ day of _____ 19____.

Notary Public

DEPT-01 RECORDING \$23.50
T5555 TRAN 3127 08/10/94 10:44:00
#4023 + C.M. # 74-71365333
COOK COUNTY RECORDER

STATE OF

COUNTY OF

FOR CORPORATE OWNER

I, _____

a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____

President of _____ and _____ 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 _____ 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 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.

GIVEN under my hand and notarial seal this _____ day of _____ 19____.

Notary Public

STATE OF

COUNTY OF

FOR AMALGAMATED BANK 94706633

I, _____

a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____

President of AMALGAMATED TRUST & SAVINGS BANK and _____ 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 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 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.

GIVEN under my hand and notarial seal this _____ day of _____ 19____.

Notary Public