

EXTENSION AGREEMENT (ILLINOIS)

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CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

This Indenture, made this 1st day of January, 1994, by and between Commercial National Bank of Berwyn, a National Banking Corporation, the owner of the mortgage or trust deed hereinafter described, and Commercial National Bank of Berwyn Trust #880399, dated 12/13/88, 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 Three hundred Thousand and NO/100ths (\$300,000.00)

dated December 29, 1988, secured by a mortgage or trust deed in the nature of a mortgage registered/recorded January 9, 1989, in the office of the Registrar of Titles/Recorder of Cook County, Illinois, in January 9, 1989, at page as document No. 89009097 conveying to Commercial National Bank of Berwyn 90019253

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

Lots 1 through 8 (except West 6 feet of Lot 8) in Block 16 in White and Coleman's LuVergne Subdivision of Blocks 13 to 28 in Cheviot's First Division in the North West 1/4 of Section 22 Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax I.D. Nos. 16-32-130-002 Lot 7 and part of Lot 8; 16-32-130-003 Lot 6; 16-32-130-004 Lot 5; 16-32-130-005 Lot 4; 16-32-130-006 Lot 3; 16-32-130-007 Lot 2; 16-32-130-008 Lot 1

Property Address: 6334 W. Ogden Berwyn, IL 60402

2. The amount remaining unpaid on the indebtedness is \$ 116,346.27

3. Said remaining indebtedness of \$ 116,346.27 shall be paid on or before January 1, 1999

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 January 1, 1999, at the rate of 6.5 per cent per annum, and thereafter until maturity of said principal sum as hereby extended at the rate of 7 per cent per annum, and interest after maturity at a rate of 8.5 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 Commercial National Bank of Berwyn National Banking Corporation

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 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. COMMERCIAL NATIONAL BANK OF BERWYN not personally BY: Glenn R. Husa, V.P. (SEAL) but as Trustee under Trust #880399, dated 12/13/88 (SEAL)

ATTEST: [Signature] SEE ATTACHED RIDER FOR TRUSTEE'S SIGNATORY ATTEST: (SEAL)

This instrument was prepared by Glenn R. Husa, V. P., Commercial National Bank of Berwyn (NAME AND ADDRESS) 3322 S. Oak Park Avenue Berwyn, IL 60402

37.50 TT

94072061

DEPT-01 RECORDING \$17.50 10012 TRAN 1319 01/24/94 09:17:00 42545 \* - 94-072061 COOK COUNTY RECORDER

Above Space For Recorder's Use Only

Assignment of Rents, Modification Agreement

94072061

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STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

I, \_\_\_\_\_  
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 \_\_\_\_\_ 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.  
GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

Notary Public

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

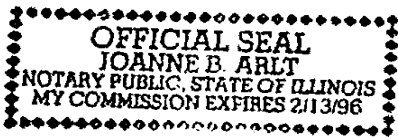
I, \_\_\_\_\_  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_  
personally known to me to be the same person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the foregoing instrument,  
appeared before me this day in person and acknowledged that \_\_\_\_\_ 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.  
GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

Notary Public

STATE OF Illinois  
COUNTY OF Cook

I, \_\_\_\_\_ the undersigned  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_  
Glenn R. Husa Vice, President of Commercial National Bank of Berwyn  
and Charles J. Hilbrich Asst. 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 Vice President and  
Asst. Secty., 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 Asst. 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 official seal this 7th day of January 1994

*Joanne B. Arlt*  
Notary Public



94072061

Box

## EXTENSION AGREEMENT

Commercial National Bank of Berwyn  
a National Banking Corporation

WITH

Commercial National Bank of Berwyn  
Trust #880399, dated 12/13/88

Address of Property:  
6334 W. Ogden  
Berwyn, IL 60402



MAIL TO:

Commercial National Bank of Berwyn  
3322 S. Oak Park Avenue  
Berwyn, IL 60402  
Attn: G. R. Husa, V.P.

Stock Form 1090 - Typecraft Co., Inc. Chicago



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Property of Cook County Clerk's Office



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## ADJUSTABLE RATE RIDER One (6.0000) Year Index—No Payment Cap

Exoneration provision restricting any liability of the Commercial National Bank of Berwyn stated on the reverse side hereof is hereby expressly made a part hereof.

THIS ADJUSTABLE RATE RIDER is made this 1st day of January, 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Commercial National Bank of Berwyn, 3322 S. Oak Park Ave., Berwyn, IL 60402 (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

6334 W. Ogden Ave., Berwyn, IL 60402

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. IF THE INTEREST RATE INCREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE HIGHER. IF THE INTEREST RATE DECREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE LOWER.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.75%. The Note provides for changes in the interest rate and the monthly payments, as follows:

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

##### (A) Change Dates

The interest rate I will pay may change on the first day of January, 1995, and on that day every 2th month thereafter. Each date on which my interest rate could change is called a "Change Date."

##### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

##### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding three and one-half percentage points (3.50%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the principal I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

##### (D) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

##### (E) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

### B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

