

# UNOFFICIAL COPY

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

Cole Taylor Bank the owner of the Mortgage or Trust Deed hereinafter described and Juan Izaguirre and Lorena Izaguirre 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 Juan Izaguirre and Lorena Izaguirre dated this 9th day of February, 1989, secured by a Mortgage or Trust Deed in the nature of a Mortgage recorded the 10th day of February, 1989, in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 89064782 conveying to Cole Taylor Bank, certain Real Estate in Cook County, Illinois, described as follows:

Lot 3 in Kosciuszko's subdivision of the East 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 25, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

Permanent Index Number: 16-25-103-008

91343422

Common Address: 3005 West Cermak Rd., Chicago, IL 60623

DEPT-01 RECORDING \$23.50  
150011 TRAN 1317 04/18/94 16125100  
6745 4 \*94-343422  
COOK COUNTY RECORDER

2. The amount remaining unpaid on the indebtedness is \$79,074.89.

3. Said remaining indebtedness of \$79,074.89 shall be paid on or before the 1st day of March, 1995, in 35 installments as follows:

\$967.99 beginning on or before 1st day of April, 1992 and \$967.99 on the 1st day of each month thereafter until said Note is fully paid, except that final payment of principal and interest, if not sooner paid, shall be due the 1st day of March, 1997 ("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 annum rate of Ten and One Half percent (10.50%) in and interest after maturity at a rate of Fourteen and One Half percent (14.50%) in excess of the Prime Rate and to pay both principal and interest in the coin or currency provided for in the Mortgage or Trust Deed herein above described, but if that cannot be done legally, then in the most valuable legal tender of the United States of America Currency 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 Notes from time to time in writing, appoint and in default of such appointment, then at

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 due and payment, 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 (2) 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: Verne E. Corbin  
Verne E. Corbin  
Assistant Vice President

91343422

By: Juan Izaguirre  
Juan Izaguirre

By: Lorena Izaguirre  
Lorena Izaguirre

By: \_\_\_\_\_

GIT

mail to

This Document Prepared by Cole Taylor Bank, 1542 W. 47th St., Chicago, IL 60609

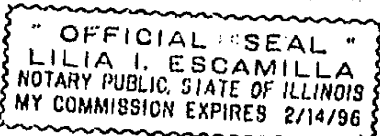
2350

STATE OF ILLINOIS  
COUNTY OF COOK

UNOFFICIAL COPY

I, LILIA I. ESCAMILLA  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT  
JUAN IZAGUIRRE & LORENA IZAGUIRRE  
personally known to me to be the same persons whose name(s) subscribed to the foregoing  
instrument, appeared before me this day in person and acknowledged that they 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 notarial seal this 1st day of MARCH, 19 92.



*Lilia I. Escamilla*  
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 notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

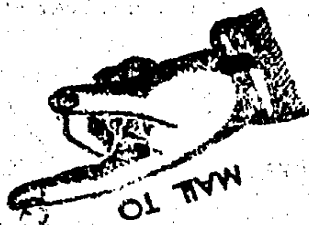
Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ SS

I, \_\_\_\_\_  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT  
\_\_\_\_\_, 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



MAIL TO:

Cole Taylor Bank  
1542 West 47th Street  
Chicago, Illinois 60609  
Attn: Commercial Loans

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