

UNOFFICIAL COPY

EXTENSION AGREEMENT

94346216

THIS INDENTURE, made this 28TH day of JANUARY 1994, by and

between WESTERN SPRINGS NATIONAL BANK AND TRUST

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

STANDARD BANK AND TRUST COMPANY AS TRUSTEE U/T/A DATED 1/14/88 A/K/A TRUST #11529

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

STANDARD BANK AND TRUST AS TRUSTEE U/T/A #11527 DATED 1/14/88 AND #11529 DATED 1/14/88;

COSMOPOLITAN NATIONAL BANK OF CHICAGO AS TRUSTEE U/T/A DATED 2/26/83 A/K/A TRUST #26431;

GEORGE TOURLOUKIS; GEORGIA TOURLOUKIS; JOHN SELIMOS; ANNA SELIMOS

dated JANUARY 29, 1991, secured by a mortgage or trust deed in the nature of

a mortgage registered/recorder JANUARY 31, 1991, in the office of the

Recorder/Registrar of Titles of COOK County, Illinois, in a number

of _____ at page _____ as document

No. 91047850 conveying to WESTERN SPRINGS NATIONAL BANK AND TRUST

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

LOTS 1, 2, AND 3 IN BLOCK 1 IN DEMAREST'S SUBDIVISION OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART TAKEN FOR WIDENING ASHLAND AVENUE) IN COOK COUNTY, ILLINOIS.

P.I.N. 20-18-407-024-0000

DEPT-11

\$23.50

#4013 TRAN 2892 04/18/94 13 48.00

4759 4 RP 94-346216

COMMONLY KNOWN AS 5900 SOUTH ASHLAND AVENUE, CHICAGO, IL 60636

2. The amount remaining unpaid on the indebtedness is \$174,953.81

3. Said remaining indebtedness of \$174,953.81 shall be paid on or before JUNE 30, 1994

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, maturity extended, and to pay interest thereon ^{and principal} MONTHLY until JUNE 30, 1994, at the rate of 12.00% FIXED

per cent per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of 12.00% FIXED per cent per annum, and interest after maturity at the rate of 17.00% 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 Village of Western Springs 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

WESTERN SPRINGS NATIONAL BANK AND TRUST, 4456 WOLF ROAD, WESTERN SPRINGS, IL 60558

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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.

WESTERN SPRINGS NATIONAL BANK
AND TRUST
BY: Jerry F. Niceli
TITLE: S.R.

STANDARD BANK AND TRUST COMPANY AS TRUSTEE
U/T/A DATED 1/14/88 A/K/A TRUST #11529 (SEAL)
BY: Suzanne H. Scanlan (SEAL)
BRIDGETTE W. SCANLAN, AVP & T.O.
(SEAL)

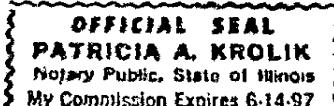
This instrument was prepared by CAROLE A. BULL, 4456 WOLF ROAD, WESTERN SPRINGS, IL 60558
(name and address)

STATE OF Illinois >
COUNTY OF Cook > ss.

I, the undersigned,
a Notary Public in and for said County in the State aforesaid, DO HEREBY
CERTIFY that Bridgette W. Scanlan
personally known to me to be the same person 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 her 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 2nd day of March 1994

Patricia A. Krolik
Notary Public



wp\jm\boiler\1(e)

This instrument is signed, sealed and delivered by STANDARD BANK AND TRUST COMPANY, solely in its capacity as Trustee as aforesaid. Any and all duties, obligations and liabilities of the trustee hereunder are to be performed by said STANDARD BANK AND TRUST COMPANY only as such trustee. Any claims, demands and liabilities which may at any time be asserted against the trustee hereunder shall be paid collected or satisfied against only the property or assets in the possession of said STANDARD BANK AND TRUST COMPANY as trustee as aforesaid, and the said STANDARD BANK AND TRUST COMPANY does not undertake, nor shall it have any personal or individual liability or obligation of any nature whatsoever by virtue of the execution and delivery hereof, nor shall STANDARD BANK AND TRUST COMPANY, either individually or as trustees, be under any duty or obligation to require which it may hold under the terms and conditions of said trust agreement.

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