

# UNOFFICIAL COPY

## EXTENSION AGREEMENT

94392901 94392901

This Indenture, made this 25th day of April 19 94, by and between HERITAGE BANK,

4101 W. 183rd Street, Country Club Hills

party of the first part, the owner of the trust deed/mortgage hereinafter described and

Joseph B. Miller

party of the second part, representing

him/herself (or themselves) to be the owner(s) of the real estate hereinafter, and in said deed, described, WITNESSETH:

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal promissory

note(s) of Joseph B. Miller dated 25th April

19 94, secured by a trust deed/mortgage (~~UNRECORDED~~, RECORDED) November 24th, 19 93, in the

(RECORDS/BOOKS, RECORDERS') office of Cook County, Illinois, in Book 9396 of Records at Page 752, as to which

Document No. 9396 (752) conveying to HERITAGE BANK, as trustee/mortgagee, certain real estate in Cook County, (UNIT)

described as follows:

LOT 56 IN BURNSIDE'S LAKEWOOD MANOR UNIT NUMBER 14, A SUBDIVISION OF THE EAST 20 ACRES OF THE SOUTH 120 ACRES OF THE SOUTH 120 ACRES OF THE SOUTHWEST 1/4 (EXCEPT THAT PART TAKEN FOR APPROACH TO ILLINOIS STATE ROUTE 57) OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.# 31-28-301-036

Property Address: 2050 Bittersweet, St. Anne

94392901

DEPT-01 RECORDING \$23.50  
T#0011 TRAN 1575 05/02/94 14:31:00  
#1772 # RV \*-94-392901  
COOK COUNTY RECORDER

2. The amount remaining unpaid on the indebtedness is \$ 7,000.00

3. Said remaining indebtedness of \$ 7,000.00 shall be paid:

By October 25, 1994

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and the party of the second part, in consideration of such extension, agrees to pay the entire indebtedness secured by said trust deed/mortgage as and when therein provided, as hereby extended, and to pay interest thereon, until October 25th, 1994, at the rate of Seven and three quarter percent (7.772 %) per annum, and thereafter, until maturity of said principal sum as hereby extended, at the rate of Seven and three quarter percent (7.772 %) per annum, and interest after maturity at the rate per annum; and to pay both principal and interest in the coin or currency provided for in the trust deed/mortgage 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 HERITAGE BANK; said interest being further evidenced by appropriate interest notes of the party of the second part.

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 party of the second part shall continue for twenty (20) days after written notice thereof, the entire principal sum secured by said trust deed/mortgage, together with the then accrued interest thereon, shall, without notice, at the option of the holder or holders of said principal note(s), 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 trust deed/mortgage. All the provisions of the trust deed/mortgage and of the principal note(s), including the right to declare principal and accrued interest due for any cause specified in said trust deed/mortgage or note(s) but not including any prepayment privileges unless herein expressly provided for, shall remain in full force and effect except as herein expressly modified. The party of the second part agrees to perform all of the covenants of the grantor(s) in said trust deed/mortgage. The provisions of this indenture shall inure to the benefit of any holder of said principal note(s) and shall bind the heirs, personal representatives and assigns of the party of the second part. The party of the second part 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.

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year first above written.

Joseph B. Miller

Prepared by and Return to:  
Tasha Hardy  
Heritage Bank  
4101 W. 183rd Street  
Country Club Hills, IL 60478

(Seal) (Seal) (Seal)  
23504

15-26

(50190)

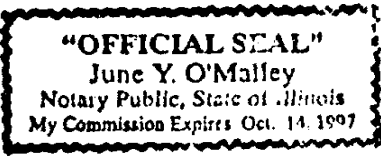
REAL ESTATE SERVICES #

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )  
(INDIVIDUAL)

On this day before me, the undersigned Notary Public, personally appeared Joseph B. Miller before me and known to be the individuals described in and who executed the Extension Agreement and acknowledged that they signed the Extension Agreement as their free and voluntary act, for the uses and purposes therein mentioned.

Given under my hand and notarial seal this 25th day of April 1994.



*June Y. O'Malley*  
Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )  
(TRUST)

I, \_\_\_\_\_, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_ as Assistant Vice President/Trust Officer of the \_\_\_\_\_ and \_\_\_\_\_, Assistant Secretary of said Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Trust Officer and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed, sealed, 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 Assistant Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said Corporation, did affix the said corporate seal of said Corporation to said instrument as her 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 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )  
(CORPORATION)

I, \_\_\_\_\_, Notary Public, in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_ as President of \_\_\_\_\_, and \_\_\_\_\_ Secretary of said Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and 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 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 the 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 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

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