#### **UNOFFICIAL COPY**

05845244

Prepared by: Commercial National Bank Roger Forcash, Sr. V.P. 3322 S. Oak Park Ave.

Berwyn, IL 60402

Mail To:

Commercial National Bank 3322 S. Oak Park Ave. Berwyn, IL 60402

DEPT-01 RECORDING

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COOK COUNTY RECORDER

EXTENSION AGREEMENT

This Indenture, Made this 5th day of July, 1995, 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, as Trustee under Trust Agreement vated May 16, 1986 and known as Trust Number 860867, representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"), WITNESSITH:

The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal promissory note or notes of Ninety-Five Thousand and no/100ths. Dollars (\$95,000.00), dated July 5, 1994, secured by a Mortuage & Assignment of Rents in the nature of a mortgage recorded August 18, 1994, in the office of the Recorder of Cook County, Illinois, as document No. 94734301 & 94734302 conveying to Commercial National Bank of Berwyn certain real estate in Cook County, Thinois described as follows:

LOT 10 IN BLOCK 2 IN B. PINKERT AND SON'S TWENTY SECOND STREET SUBDIVISION OF LOT 6 IN CIRCUIT COURT PARTITION OF THE WEST 1/2 OF THE NORTH WEST 1/4 AND THE WEST 1/2 OF THE SOUTH WFS 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN 16-20-323-026

Address of property: 1920 S. Harvey Ave. Berwyn IL 60402

# 5645244

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- 2. The amount remaining unpaid on the indebtedness is \$95,000.00.
- Said remaining indebtedness of \$95,000.00 shall be paid on or before July 5, 1996 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 July 5, 1996 at the rate of 0.500 percentage points over the Index, and thereafter until maturity of said principal sum as hereby extended, at the rate of 0.500 percentage points over the Index, and incerest after maturity at the rate of 5.500 percentage points over the Index, 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 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.
- 4. If any part of said indertedness 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.
- 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 agraes 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.

#### **UNOFFICIAL COPY**

This Document is signed by COMMERCIAL NATIONAL BANK OF BERWYN not individually, but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon the COMMERCIAL NATIONAL BANK OF BERWYN personally, or as Trustee, to sequester any of the earnings, avails, or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the liability of the COMMERCIAL NATIONAL BANK OF BERWYN is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each and every kind are those of the Truster's beneficiaries only and shall not in any way be considered the responsibility and liability of the COMMERCIAL NATIONAL BANK OF BERWYN. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by COMMERCIAL NATIONAL BANK OF BERWYN, as Trusten.

> COMMERCIAL NATIONAL BANK OF BERWYN AS TRUSTEE PROER TRUST NO. 860867 AND NOT INDIVIDUALLY

> > T. Moore ice President

ATTEST:

Carol Ann Weber

Assistant Secretary

STATE OF ILLINOIS)

) SS.

COUNTY OF COOK

O CONTAINED TO STATE OF THE STA I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named officers of the COMMERCIAL NATIONAL BANK OF BERWYN, a Corporation personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such title as designated above, 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 said attesting officer, as custodian of the corporate seal of said instrument pursuant to authority, given by the Board of Directors of said Corporation, as the voluntary act and as the free and voluntary act of said Corporation for the uses and purposes, therein set

Given under my hand and Notarial Seal this 6th day of Sen.

OFFICIAL SEAL LINDA M. TONETTI NOTARY PUBLIC STATE OF ILLINOIS MY COMMESSION EXPERS 9/1/98

## **UNOFFICIAL COPY**

COMMERCIAL NATIONAL BANK OF BERVYN

By:

Roger C. Forcash, Senior Vice President

Attest:

Biagio Russo, Assistant Secretary

State of Illinois)

SS.

County of Cook

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CEPTIFY that Roger C. Forcash, Senior Vice President of Commercial National Bank of Berwyn and Biagio Russo, Assistant 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 Senior 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 Corporation, for the uses and purposes therein set forth; and the said Assistant 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 5th day of July, 1995.

Notary Public

OFFICIAL SEAL
BARBARS A SISULAK
NOTARY PUBLIC, STATE OF ILLINOS
MY COMMESION EXPIRES STATISS

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