

EXTENSION AGREEMENT

This EXTENSION AGREEMENT, is made this 1st day of April, 19 91, by and between American Midwest Bank & Trust, an Illinois banking corporation, the owner of the Mortgage or Trust Deed hereinafter described and American Midwest Bank & Trust as Trustee U/T/A dated March 18, 1985 known as Trust #5716 and not personally 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 AMBT as Trustee U/T/A dtd 3/18/85 known as Trust #5716 dated April 30, 19 85, secured by a mortgage or trust deed and assignment of rents in the nature of a mortgage registered/recorded April 30 19 85, in the office of the Registrar of Titles/Recorder of Deeds in Cook, Illinois in book at page as document No. 27530589 conveying to American Midwest Bank & Trust as Trustee, certain real estate in County, Illinois described as follows:

SEE ATTACHED EXHIBIT

2. The amount of principal remaining unpaid on the indebtedness is \$ 163,140.01

3. Said remaining indebtedness of \$ 163,140.01 plus interest from this date on the balance of principal remaining from time to time unpaid at the simple annual rate of Prime 1.50% per cent shall be paid installments of principal plus interest as follows:

Three thousand two hundred and 00/100 Dollars (\$ 3,200.00 ) on the 1st day of April, 19 91 and Three thousand two hundred and 00/100 Dollars (\$ 3,200.00 ) on the 1st day of each month thereafter until said indebtedness is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of May 19 96, and the Owner in consideration of such extension promises and agrees to pay the entire indebtedness secured by said mortgage or trust deed plus interest as and when therein provided, as hereby extended, and to pay interest after maturity or default at the rate of Prime 1.50% 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 Melrose Park 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 American Midwest Bank & Trust of Melrose Park.

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 performances 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 EXTENSION 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 Extension Agreement shall inure to the benefit of any holder of said principal note or notes and interest notes and shall bind 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 Law of the State of Illinois with respect to said real estate. If the Owner consists of two or more persons, their liability under shall be joint and several.

IN TESTIMONY WHEREOF, the parties hereto have signed and delivered this Extension Agreement the day and year first above written

American Midwest Bank & Trust, as Trustee U/T/A and not personally. By: [Signature] Vice President. Attest: [Signature] Assistant Secretary

95736753

This document prepared by:

Executed and delivered by the American Midwest Bank, not in its individual capacity but solely in the capacity herein described for the purpose of binding the herein described property, and subject to the above condition, anything herein to the contrary notwithstanding, the personal liability or responsibility is assumed by the American Midwest Bank, by virtue thereof, of such personal liability, if any being expressly waived and released by all other parties herein, and those claiming by, through or under them.

2550  
22  
47.50

# UNOFFICIAL COPY

Notary Public

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

free and voluntary act of said Bank, for the uses and purposes therein set forth.

seal of said Bank, he did affix said corporate seal to said instrument as his own free and voluntary act and as the purposes therein set forth, and the said Secretary then and there acknowledged that, as custodian of the corporate instrument as the \_\_\_\_\_ and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth, and before me this day in person and acknowledged that they signed and delivered the said \_\_\_\_\_ and \_\_\_\_\_ the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_ Secretary of said Bank, who are personally known to me to be \_\_\_\_\_ President of MIDDLEWEST BANK AND TRUST and \_\_\_\_\_ a Notary Public in and for said County in the State aforesaid, DO HERBERT CERTIFY

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

FOR AMERICANMIDWEST BANK & TRUST

09/27/95

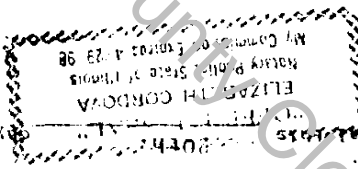
Notary Public

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Corporation, he did affix said corporate seal to said instrument as his own free and voluntary act and as the free set forth, and the said Secretary then and there acknowledged that, as custodian of the corporate seal of said own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_ Secretary of said Corporation, who are personally known to me to be the same \_\_\_\_\_ and \_\_\_\_\_ a Notary Public in and for said County in the State aforesaid, DO HERBERT CERTIFY THAT

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

FOR CORPORATE OWNERS)



GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

the uses and purposes therein set forth.

Secretary's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for of the corporate seal of said Bank, and affix the corporate seal to said instrument as said Assistant set forth, and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein me this day in person and acknowledged that they signed and delivered the said instrument as their own free and to the foregoing instrument as such Assistant Vice-President, and Assistant Secretary, respectively, appeared before Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed CERTIFY that \_\_\_\_\_ Vice-President of the AmericanMidwest Bank and Trust \_\_\_\_\_ and \_\_\_\_\_ a Notary Public in and for said County in the State aforesaid, DO HERBERT CERTIFY THAT

COUNTY OF Cook STATE OF Illinois

FOR LAND TRUST OWNERS)

DEPT-10 PENALTY \$22.00

COOK COUNTY RECORDER

130008 TRAN 008E 10/27/95 15:28:00

49728 JIB \*95-736753

DEPT-10 PENALTY \$25.50

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

for the uses and purposes therein set forth, including the release and waiver of right of homestead.

that \_\_\_\_\_ he \_\_\_\_\_ signed, sealed and delivered the said instruments as \_\_\_\_\_ free and voluntary act, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged \_\_\_\_\_ personally known to me to be the same person \_\_\_\_\_ whose name HERBERT CERTIFY THAT

a Notary Public in and for said County in the State aforesaid, DO

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

FOR INDIVIDUAL OWNERS)

UNOFFICIAL COPY

P.L.M. 09-17-102-005  
P.L.M. 09-17-102-007



That part of the North West 1/4 of Section 17, being a part of Lot "A",  
beginning in Cook County, Illinois, a distance of 488.5 feet to the point of  
of Section 17 being a part of Lot "A" in Benjamin Consolidation of part  
of the North West 1/4 of Section 18, and part of the North West 1/4 of  
North, Range 12, East of the Third Principal Meridian, as recorded April  
7, 1922, as Document Number 7453426, which line southerly and southeasterly  
of the southerly and southeasterly right of way line of the North West  
Highway as dedicated by Document Number 9677503 and recorded June 8,  
1927, in Book 250 of plates, pages 42 to 45, and 1742 East of a line  
drawn from a point on the southerly curved line of said Lot "A" which is  
convex to the South having a radius of 666.8 feet, said point being an  
arc distance of 98.65 feet southeasterly of the point of curve and said  
point also being a distance of 259.9 feet Northwesterly of (measured at  
right angles to) the center line between the 2 tracks of the Chicago and  
North Western Railway (Proviso-Tacuna Line), to a point in the southerly  
right of way line of said North West Highway which is a distance of  
144.5 feet Northwesterly of (measured at right angles to) the center  
line between the 2 tracks of the elevated railway, a distance of 146.78  
feet (and 1742 Northwesterly of a line drawn 750 feet (measured at  
right angles to) and parallel with the center line between the 2 tracks  
of the elevated railway), in Cook County, Illinois.

PART 2:

That part of the North West 1/4 of Section 17, Township 41 North, Range  
12, East of the Third Principal Meridian described as follows: Commencing  
at the North West corner of said Section 17, thence South along the West  
line of said Section 17 a distance of 1400.12 feet to the northerly line  
of the right of way of the Chicago and North Western Railway (being the  
intersection of the southerly line of the North West Highway), thence  
South Easterly at an angle of 121 degrees 4 minutes from North to South  
North Western Railway, a distance of 637.7 feet for a point of beginning,  
thence South Easterly along a curved line bearing South (being the South  
southerly line of the North West Highway) a distance of 361.2 feet,  
thence Easterly along said South line of the North West Highway an angle of  
140 feet, thence South Easterly along a line which forms an angle of  
3 degrees 0 minutes to the right with the last described course a distance  
of 93.7 feet to a point, thence South Easterly along a line which forms  
an angle to the right of 16 degrees 40 minutes with the last described  
course for a distance of 95.5 feet to a point thence South Easterly  
along a line which forms an angle to the left of 5 degrees 30 minutes  
with the last described course for a distance of 96.2 feet to a point,  
thence South Easterly along a line which forms an angle to the right of  
10 degrees 35 minutes with the last described course for a distance of  
100.0 feet to a point which is the intersection with the last described  
course and the Chicago and North Western Railway right of way, thence  
Northwesterly a curve convex to the South having a radius of 666.8 feet a  
distance of 98.65 feet more or less to the intersection of the Northwesterly  
line of the right of way of the Chicago and North Western Railway at a  
point 498.5 feet South Easterly of the point of beginning, thence North  
Westerly along said Northwesterly line of the right of way of the Chicago  
and North Western Railway a distance of 488.5 feet to the point of  
beginning in Cook County, Illinois except that part of the North West 1/4  
of Section 17 being a part of Lot "A" in Benjamin Consolidation of part  
of the North West 1/4 of Section 18, and part of the North West 1/4 of  
North, Range 12, East of the Third Principal Meridian as recorded April  
7, 1922 which line southerly and southeasterly of the southerly and  
South Easterly right of way line of the North West Highway as dedicated  
by Document Number 9677503 and recorded June 8, 1927 in Book 250 of  
plates, pages 42 to 45 in Cook County, Illinois and 1742 East of a line  
drawn from a point on the southerly curved line of said Lot "A"  
which is convex to the South, having a radius of 666.80 feet said point  
being 98.65 feet arc distance South Easterly of the point of curve and  
said point also being a distance of 259.90 feet Northwesterly of (measured  
at right angles to) the center line between the 2 tracks of the Chicago  
and North Western Railway (Proviso-Tacuna Line) to a point in the southerly  
right of way line of said North West Highway which is a distance of  
144.50 feet Northwesterly of (measured at right angles to) the center  
line between the 2 tracks of the elevated railway a distance of 146.78  
feet, in Cook County, Illinois.

PART 1:

EXHIBIT A Legal description

Property

95736753

1600 W Lake Street  
Chicago, Illinois  
3896

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95736753

Property of Cook County Clerk's Office