EXTENSION AGREEMENT

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. DEPT-01 RECORDING

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COOK COUNTY RECORDER

95800294

This Indenture, made this <u>lst</u> day of <u>OCTOBER</u>, 19<u>95</u>, by and between <u>DEVON BANK, AN ILLINOIS BANKING CORPORATION</u>
the owner of the mortgage or trust deed hereinafter described, and <u>MATHIAS BERPIY AND KATHERINE BERENZ, HIS WIFE</u> representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"),

WITNESSETH:

1020000000

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the GUARANTIES EXECUTED BY MATHIAS BERENZ dated NOVEMBER 7, 1991, secured by a mortgage in the nature of a mortgage recorded NOVEMBER 13, 1991, in the office of the Recorder of COOK County, Illinois, as accument No. 91597337 conveying to DEVON BANK, AN ILLINOIS BANKING CONTORATION certain real estate in COOK County, Illinois described as follows: 95800294

THE WEST 5/6 OF LOT 6 AND THE EAST 2/3 OF LOT 7 IN BLOCK 20 IN RAVENSWOOD GARDENS, A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTH EAST 1/4 AND THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEAST OF SANITARY DISTRICT RIGHT OF WAY EXCEPT THE RIGHT OF WAY OF THE NORTHWESTEIN ELEVATED RAILROAD IN CHICAGO, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 13-13-228-005-0000

Address of Real Estate: 2619 WEST SUNNYSIDE AVENUE, CHGC, IL.

- 2. The amount remaining unpaid on the indebtedness is \$564,253 00.
- 3. Said remaining indebtedness of \$564,368.00 shall be paid on the same dates, in the same amounts and in the same manner as specified in the GUARANTIES referenced above, with all unpaid Principal and all accrued and unpaid Interest due on <u>December 1, 1995</u>.

and the Owner in consideration of such extension promises and agrees to perform all of his obligations under said GUARANTIES.

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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 beyond any applicable notice and cure period, 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 GUARANTIES, 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 GUARANTIES, 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 GUARANTIES 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.

MATHIAS BERENZ

KATHERIM BERENZ

(XX) Prepared by & Mail to: DEVON BANK-ATTN. EDWIND GRAF 6445 N. WESTERN AVENUE CHGO, IL. 60645

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UNOFFICIAL COPY

STATE OF L. COUNTY OF COOK) SS)		
	17		
I, HNU-1	MOWAL		
a Notary Public in and HEREBY CERTIFY that	THIRS BEPENZ	- AND KATHERINE BERE	ne.
personally known to me t	o be the same pe	erson S whose name S	are_
subscribed to the forego	ing instrument,	appeared before me this	a day
in person and acknowledg the said instrument as	The free and	voluntary act, for the	uses
and purposes therein set	forth, including	g the release and waive	er of
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STATE OF (COUNTY OF	SS.	4	9000029
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President of		bre	
Flesidenc or		, Secretary of	said
Corporation, who are per		me to be the same per	cons
whose names are subscrib	ed to the foreg	oing instrument as suc	h
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Corporation, for the use	es and purposes	therein set forth.	www.yk
GIVEN under my hand	d and official s	eal this day of	
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NOTARY PUBLIC

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