

EXTENSION AGREEMENT
(ILLINOIS)

95023639

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

UNOFFICIAL COPY

This Indenture, made this 20th day of November, 1994, 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 Trust #880338 dated 9/12/88

representing himself or themselves to be the owner 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 Three Hundred Seventy Five thousand and NO/100ths (\$375,000.00)

dated November 10, 1989, secured by a mortgage or trust deed in the nature of a mortgage registered/recorded December 1, 1989, in the office of the Registrar of Titles/Recorder of Cook County, Illinois, in December 1, 1989, at page as document No. 89573509 conveying to Commercial National Bank of Berwyn 89573510

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

That Part of the North East 1/4 of the North West 1/4 of Section 1, Township 38 North, Range 12 East of the Third Principal Meridian, described as follows: Commencing at a Point on the South Line of Ogden Avenue, 204.5 feet due East of the West Line of the East 1/2 of the North West 1/4 of Section 1 aforesaid; running thence Easterly along the South Line of Ogden Avenue, 123.78 feet; thence South parallel to the West line of said East 1/2, 229.5 feet; thence West 125 feet to a point 204.5 feet East of the West line of said East 1/2; thence North 216.2 feet to the point of beginning (except from above described tract the South 79.2 feet conveyed to Mamie Meyers by Deed recorded April 19, 1915 as Document 505394, in Book 13312, Page 388) in Cook County, Illinois.

Permanent Tax I.D. No. 18-01-106-001 Property address: 7743 W. Ogden Ave., Lyons, IL 60534

2. The amount remaining unpaid on the indebtedness is \$ 269,647.07

3. Said remaining indebtedness of \$ 269,647.07 shall be paid on or before May 20, 1995

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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 May 20, 1995, at the rate of 10 percent per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of 10 percent per annum, and interest after maturity at the rate of 10 percent per annum, and to pay both principal and interest in the coin or currency provided for in the mortgage or trust deed herein above 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, a National Banking Corporation

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.

COMMERCIAL NATIONAL BANK OF BERWYN
BY: *[Signature]* (SEAL) DATED 9/12/88 (SEAL)
ATTEST: *[Signature]* ATTEST: TRUSTEE'S SIGNATORY. (SEAL)

This instrument was prepared by Charles J. Hilbrich, V.P., Commercial National Bank of Berwyn
(NAME AND ADDRESS) 3322 S. Oak Park Avenue
Berwyn, IL 60402

2958

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STATE OF _____ }
COUNTY OF _____ } ss.

I, _____
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____
personally known to me to be the same person whose name _____ subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as
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 official seal this _____ day of _____ 19 _____

Notary Public

STATE OF _____ }
COUNTY OF _____ } ss.

I, _____
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____
personally known to me to be the same person whose name _____ subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as
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 official seal this _____ day of _____ 19 _____

Notary Public

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 Charles J. Hilbrich
Vice President of Commercial National Bank of Berwyn
and Glenn R. Huse, Asst. 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 Vice Pres. and
Asst. Secty., 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 Asst. 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 19th day of December 19 94.



[Signature]
Notary Public

Box _____ 95023559

EXTENSION AGREEMENT

Commercial National Bank of Berwyn
a National Banking Corporation
WITH
Commercial National Bank of Berwyn,
not personally, but as Trustee under
Trust #880338, dated 9/12/88

Property address:
7743 W. Ogden Avenue
Lyons, IL 60534



MAIL TO:

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

Attn: C. J. Hilbrich

Stock Form 1090 - Typcraft Co., Inc. Chicago

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COMMERCIAL NATIONAL BANK OF BERWYN AS TRUSTEE UNDER
TRUST NO. 880338 AND NOT INDIVIDUALLY.

ATTEST:

OF ILLINOIS)
)SS
OF COOK)

Given under my hand and Notarial Seal this 20th day of December, 1994

OFFICIAL SEAL
LINDA M. TONETTI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/11/08

950,235.89

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