

UNOFFICIAL COPY

95333657 7

EXTENSION AGREEMENT (Illinois)

This Indenture, made this 1st day of April
19 95, by and between CAPITOL BANK AND TRUST

the owner of the Mortgage or Trust Deed hereinafter described,
and Capitol Bank and Trust, as Trustee Under Trust Agreement Dated
February 27, 1990 and Known As Trust #1983.

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 Capitol Bank and Trust, As Trustee Under dated March 16
Trust Agreement Dated February 27, 1990 and Known As Trust #1983.

19 90, secured by a Mortgage or Trust Deed in the nature of a
Mortgage registered/recorded March 19, 19 90, in

the office of the Registrar of Titles/Recorder of Cook

County, Illinois, in _____ of _____ at page

_____ as document No. 90126160 conveying

to Chicago Title and Trust certain real estate in Cook

County, Illinois described as follows:

Lot 22 in Block 1 in Thomas A. Hulbert Subdivision of the North 141
Feet of the South 191 Feet of the West 1/2 of the South East 1/4 of
Section 28, Township 40 North, Range 13 East of the Third Principal
Meridian, in Cook County, Illinois.

Property Address: 5056 W. Fullerton Avenue, Chicago, IL
PIN 13-28-429-021-0000

: DEPT-01 RECORDING \$25.50
. T#0008 TRAN 3148 05/22/95 11:48:00
. #3222 + VF #-95-333657
. COOK COUNTY RECORDER

THIS DOCUMENT WAS PREPARED BY: MARGE SCHLAVONE, 4801 W. FULLERTON AVENUE, CHICAGO, ILLINOIS 60639
AFTER RECORDATION RETURN TO: CAPITOL BANK AND TRUST, 4801 W. FULLERTON AVENUE, CHICAGO, ILLINOIS

95333657

95333657

25.50

UNOFFICIAL COPY

[Faint, illegible text]

[Large, faint, diagonal watermark text: Property of Cook County Clerk's Office]

95333657

95333657

[Faint text at the bottom left corner]

UNOFFICIAL COPY

7 3 3 7

2. The amount remaining unpaid on the indebtedness is \$ 62,666.82. Principal and Interest payments on a monthly basis will be \$ 845.60.

3. Said remaining indebtedness of \$ 62,666.82 shall be paid on or before April 1, 2000 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 April 1, ²⁰⁰⁰~~19~~, at the rate of 10.50 per cent per annum, and thereafter until maturity, and interest after maturity at the rate of 13.50 per cent per annum, and to pay both principal and interest as provided for the Mortgage or Trust Deed hereinabove described, 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 at **CAPITOL BANK AND TRUST, 4801 W. FULLERTON AVENUE, CHICAGO, ILLINOIS.**

4. If any part of said indebtedness or interest thereon is 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 ten 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.

95333657
10000000

UNOFFICIAL COPY

Property of Cook County Clerk's Office

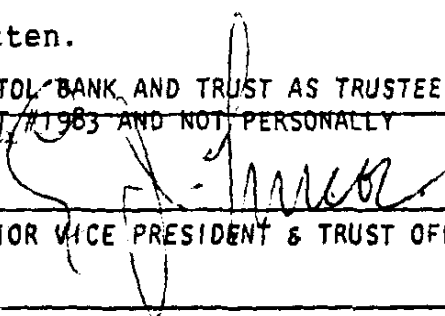
95333657

UNOFFICIAL COPY

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 Mortgagor 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.

CAPITOL BANK AND TRUST AS TRUSTEE UNDER
TRUST #1983 AND NOT PERSONALLY

BY: 
SENIOR VICE PRESIDENT & TRUST OFFICER

Guarantor

Guarantor

This instrument is executed by CAPITOL BANK AND TRUST, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by CAPITOL BANK AND TRUST are undertaken by it solely as Trustee, as aforesaid, and no personal liability shall be asserted or be enforceable against CAPITOL BANK AND TRUST by reason of any of the covenants, representations or warranties contained in this instrument.

95333657

000000

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/2008

95333657