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GEORGE E. COLE  
LEGAL FORMS

No. 1090  
November 1994

## EXTENSION AGREEMENT (ILLINOIS)

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THIS AGREEMENT, made this 1st day of October, 1996,  
by and between The First Commercial Bank

the owner of the mortgage or trust deed hereinafter described, and  
Michael H. Dudek and Josephine A. Dudek

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  
Michael H. Dudek and Josephine A. Dudek

dated August 27, 1990, secured by a mortgage  
or trust deed in the nature of a mortgage registered/recorded

November 2, 1990, in the office of the Registrar  
of Titles/Recorder of \_\_\_\_\_ County, Illinois,

in \_\_\_\_\_ of \_\_\_\_\_ at page \_\_\_\_\_ as document No. LP3923798 - DECAT 96164384  
conveying to The First Commercial Bank

certain real estate in Cook County, Illinois described as follows: SEE ATTACHED "EXHIBIT A"

AND WHEREAS, the parties agreed to an Extension Agreement extending the maturity date  
of the note from October 1, 1995 to October 1, 1996, and said Extension Agreement being dated  
October 1, 1995 and recorded March 5, 1996, with Cook County Recorder of Deeds as Document  
96164385

Permanent Real Estate Index Number(s): 27-09-108-012-0000

Address(es) of real estate: 14430 Raney Lane, Orland Park, IL 60462

2. The amount remaining unpaid on the indebtedness is \$ 30,000.00

3. Said remaining indebtedness of \$ 30,000.00 shall be paid on or before

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 October 1, ~~XX~~ 2001,  
at the rate of Prime + 0.5 per cent per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of  
Prime + 0.5 per cent per annum, and interest after maturity at the rate of Prime + 3.5 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, as 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  
6945 N. Clark Street, Chicago, IL 60626

DEPT-01 RECORDING \$26.00  
T#0008 TRAN 8190 11/13/96 13:58:00  
\$6260 + B.J \*--96-865352  
COOK COUNTY RECORDER

96865352

Above Space for Recorder's Use Only

COOK COUNTY RECORDER'S Office

26/RE

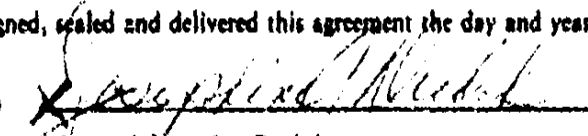
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4. If any part of said indebtedness or interest thereon be not paid at the maturity thereof as herein provided, or if default in the performance of any other covenant of the Owner shall continue for twenty days after written notice thereof, the entire 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 agreement 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 agreement the day and year first above written.

  
\_\_\_\_\_  
Michael H. Dudek (SEAL)

  
\_\_\_\_\_  
Josephine A. Dudek (SEAL)

The First Commercial Bank  
by: RICK D. Salm, Senior Vice President (SEAL)

Attest:  
Gregory D. Salm, Executive Vice President & Cashier

This instrument was prepared by Betty K. Wilk, Assistant Vice President  
The First Commercial Bank (Name and Address)  
6945 N. Clark Street  
Chicago, IL 60626

5008845

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STATE OF Illinois  
COUNTY OF Cook

ss. [REDACTED]

I, Arthur J. Imundo

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

Michael H. Dudek and Josephine A. Dudek

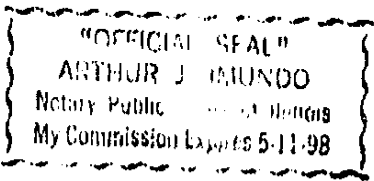
personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that t. he y. signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of homestead.

GIVEN under my hand and official seal this 9<sup>th</sup> day of October 1996

Arthur J. Imundo  
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, \_\_\_\_\_

a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Rick D. Salm

Senior Vice President of The First Commercial Bank, and Gregory D. Salm, Exexutive Vice President & 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 \_\_\_\_\_ and \_\_\_\_\_, 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 \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Notary Public

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5030355

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Box \_\_\_\_\_

EXTENSION AGREEMENT

WITH

MAIL TO:  
THE FIRST COMMERCIAL BANK

6945 N. CLARK STREET  
CHICAGO, ILLINOIS 60626

GEORGE E. COLE  
LEGAL FORMS

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EXHIBIT "A"

LOT 1 IN WILDWOOD HILLS SUBDIVISION, BEING A SUBDIVISION OF A PART OF THAT PART OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE DRAWN PARALLEL WITH AND 825 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 (EXCEPT THE RIGHT-OF-WAY) OF THE WABASH, ST. LOUIS AND PACIFIC RAILROAD, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON APRIL 25, 1956, AS DOCUMENT NO. 1665811, IN COOK COUNTY, ILLINOIS.

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