

**HOME EQUITY LOAN
EXTENSION AGREEMENT**

Return to: Albany Bank and Trust Company N.A.
3400 West Lawrence Avenue
Chicago, Illinois 60625
OR BOX 35



DEPT-01 RECORDING \$25.50
T00014 TRAN 0138 12/20/96 13:25:00
#2413 J W *-96-960430
COOK COUNTY RECORDER

This indenture, made this 12th day of November 1996 by and between Albany Bank and Trust Company N.A. the holder and owner of the Mortgage hereinafter described ("Mortgagee") and Leon S. Cooperman and Donna Cooperman, his wife representing himself or themselves to be the owner or owners of the real estate hereinafter and in said Mortgage described ("Owner"). **WITNESSETH:**

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal promissory Note or Note of Leon S. Cooperman and Donna Cooperman dated September 18, 1991, secured by a Mortgage recorded September 25, 1991, in the office of the Recorder of Deeds, Cook County, Illinois as Document No. 91499168 conveying to Albany Bank and Trust Company N.A. certain real estate in Cook County, Illinois described as follows:

Lot 10 in Semar Subdivision, being a Subdivision in the North East 1/4 of Section 20, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 2752 Charlie Ct., Glenview, IL 60025

PIN: 04-20-201-046

41107360 10/15/96

- 2. The Mortgage provides for advances and readvances of credit to the maximum of \$ 50,000.00.
- 3. The obligors, jointly and severally, promise to pay Albany Bank and Trust Company N.A. the principal sum of 50,000.00 DOLLARS together with interest on the principal balance from time to time unpaid at the initial rate of 8.25 percent per annum and at a varying rate per annum thereafter equal to 0.0 percentage points over the Index Rate announced by this Lender as set from time to time at the discretion of the Lender. The Annual percentage rate will not exceed 18 percent at any time during the life of this loan, except that after default, interest shall accrue on any balance due the Bank at a rate of 20% per annum.

The interest rate charged shall be adjusted on the first business day of each month, in accordance with fluctuations in the Index. The Bank is not obligated to give notice of fluctuations in the Index. The first interest payment shall be due and payable on the 16th day of the month following the month in which the initial advance is made by the Borrower. All subsequent interest payments shall be due on the 16th day of each succeeding month until October, 2001 at which time all principal and interest due if not sooner paid, shall be due and payable. Interest on the unpaid principal balance remaining from time to time outstanding hereunder shall be computed from the date of first disbursement of a year consisting of 365 days based upon the number of days actually elapsed.

- 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 three days after written notice thereof, the entire principal sum secured by said Mortgage, 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 extension had not been granted.
- 5. This loan is payable in full at the end of 5 years. At maturity, or if the holder or holders of the Note demand payment the entire principal balance of the loan and unpaid interest then due shall be paid forthwith. The holder or holders of the Note are under no obligation to refinance the loan at that time. The Owner therefore will be required to make payment out of other assets, or

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will have to find a lender willing to lend the money at prevailing market rates which may be considerably higher than the interest rate on this loan.

6. This Agreement is supplementary to said Mortgage. All the provisions of the principal Note or Notes, including the right to declare principal and accrued interest due for any cause specified in said Mortgage or Notes, shall remain in full force and effect except as herewith expressly modified. The Owner agrees to perform all the covenants in said Mortgage. 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 or entities, their liability hereunder shall be joint and several.
7. The Mortgagee under the Mortgage extended herein shall execute this document solely as a party to the agreement and reserves the right of acceptance of this agreement subject to receipt of an acceptable endorsement to a title insurance policy covering the recording or registration of this agreement, showing conditions of title which are acceptable to the Mortgagee.
8. The terms of the Agreement and Federal Trust in Lending Disclosure dated 12th day of November, 1996 are hereby incorporated by reference into this Extension.

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year first above written.

ALBANY BANK AND TRUST COMPANY N.A.

By: [Signature]

Attest: [Signature]

BORROWER

X [Signature]
Leon S. Cooperman

X [Signature]
Donna Cooperman

CONSENT TO EXTENSION AGREEMENT

The undersigned endorser or endorsers, guarantor or guarantors, or other secondary obligor or obligors, including an original unreleased borrower or borrowers, hereby consent to the foregoing Extension Agreement.

(SEAL) _____

_____ (SEAL)

RETURN TO: Box 35

Albany Bank and Trust Company N.A.
3400 West Lawrence Avenue
Chicago, Illinois 60625

This Document Prepared by:

Dick Lorenz, Assistant Vice President
Albany Bank and Trust Company N.A.
3400 West Lawrence Avenue
Chicago, Illinois 60625

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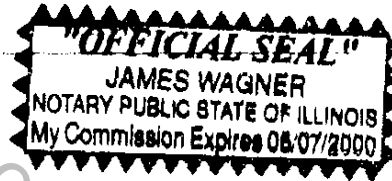
ACKNOWLEDGMENT RIDER ATTACHED TO EXTENSION AGREEMENT DATED

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said county in the State aforesaid, DO HEREBY CERTIFY that Leon S. Cooperman and Donna Cooperman, his wife personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person and acknowledged they 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 notarial seal this 20th day of November, 1996.

Notary Public

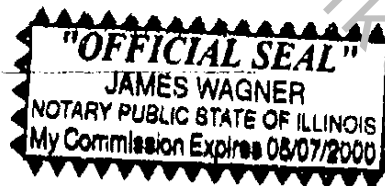


STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, Do HEREBY CERTIFY that Dick Lorenz and Michael A. Benicover of ALBANY BANK AND TRUST COMPANY, N. A. who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Vice President appeared before me this day in person and acknowledged that they, signed, sealed, and delivered the said instrument in writing as their free and voluntary act, and as the free and voluntary act of ALBANY BANK AND TRUST COMPANY, N.A. for the uses and purposes therein set forth, and caused the corporate seal of said corporation to be thereto attached.

GIVEN under my hand and notarial seal this 20th day of November, 1996.

Notary public



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