

# UNOFFICIAL COPY

TO: Registrar's Office

## AFFIDAVIT OF LATE DELIVERY

I the undersigned do hereby state and swear on oath as follows:

Attached is a Extension Agreementdeed dated May 1, 1988  
from Colonial Bank and Trust Company of Chicago, TUT #555 dated 2/22/83  
to Colonial Bank and Trust Company of Chicago  
regarding a certain parcel of real estate commonly known as  
880-900 Nicholas Blvd., Elk Grove Village, IL  
and legally described as:

Lot One -----(1)

In Comet Tool Incorporated's Resubdivision of Lot 12, in Centex Industrial Park North  
Unit 3, being a Subdivision in Section 26, Township 41 North, Range 11 East of the  
Third Principal Meridian and of Lot 15 in Centex Industrial Park North Unit 5,  
being a Subdivision in Section 26, Township 41 North, Range 11 East of the Third  
Principal Meridian.

That the above mentioned document is dated late due to: \_\_\_\_\_  
an oversight on bank's behalf  
\_\_\_\_\_  
\_\_\_\_\_

that no change in marital status has occurred since the date of the  
attached document.

That I make this Affidavit to induce The Registrar of Titles to  
waive any objections as to the stale date of delivery.  
Now, therefore, affiant, his/her heirs and/or successors, at all times  
shall indemnify and save harmless, the Registrar of Titles, Cook County,  
Illinois, against all loss or damage to him arising by reason of delay  
in registration of this deed and the Registering of same on the Torren's  
Certificate of Title # 1442304 and in relation to premises described  
therein, and all costs, charges, damages and expenses, and all claims  
and demands of every kind and nature, actions, causes of action, suits  
and controversies, whether groundless or otherwise arising therefrom.

COLONIAL BANK AND TRUST COMPANY OF CHICAGO

type name

BY:

Jeanne L. Ward AWP  
Asst. Vice President  
CAPACITY

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ALSO  
Parcel 2:

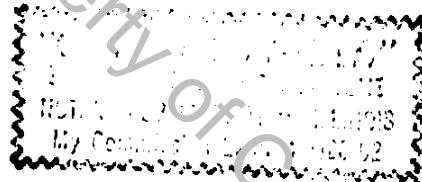
Lot 2 in Centex Industrial Park North Unit 2, being a Subdivision in Section 26,  
Township 41 North, Range 11 East of the Third Principal Meridian according to Plat  
thereof registered in the Office of the Registrar of Titles of Cook County, Illinois  
on December 20, 1965 as Document Number LR2,247,813 in Cook County, Illinois  
600 Nicholas Blvd., Elk Grove Village, IL 60026 301 032

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STATE OF ILLINOIS)  
                      ) SS.  
COUNTY OF COOK    )

Before me, a notary public, appeared Debra L. Ward, Asst. Vice President

personally known to me to be the same person(s) whose name(s) are  
subscribed to the foregoing instrument, and acknowledge that she signed  
sealed and delivered the said instrument as her free and voluntary act,  
for the uses and purpose therein set forth including the release and  
waiver of the right of homestead.



Debra L. Ward  
Notary Public

My commission expires:

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Property of Cook County Clerk's Office

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SIGNATURE RIVER ATTACHED TO EXTENSION AGREEMENT DATED MAY 1, 1988

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Colonial Bank and Trust Company of Chicago or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenants, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

COLONIAL BANK AND TRUST COMPANY OF CHICAGO  
not personally, but solely as Trustee Under  
Trust Agreement dated February 22, 1983  
and known as Trust No. 555.

ATTEST: Debra L. Ward, ATO By: Barbara A. Bernardini, TD.

Debra L. Ward, Assistant Trust Officer      Barbara A. Bernardini, Trust Officer

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## LEGAL DESCRIPTION

### Parcel 1:

Lot 1 in Comet Tool Incorporated's Resubdivision of Lot 12 in Centex Industrial Park North Unit 3, being a Subdivision in Section 26, Township 41 North, Range 11 East of the Third Principal Meridian and of Lot 15 in Centex Industrial Park North Unit 5, being a Subdivision in Section 26, Township 41 North, Range 11 East of the Third Principal Meridian, according to Plat thereof filed in the Office of Registrar of Titles, July 12, 1983 as Document Number LR3,324,176 in Cook County, Illinois.

P.I.N. #08-26-301-035 and #08-26-301-036  
Commonly known as: 880-900 Nicholas Blvd., Elk Grove Village, IL  
ALSO

### Parcel 2:

Lot 2 in Centex Industrial Park North Unit 2, being a Subdivision in Section 26, Township 41 North, Range 11 East of the Third Principal Meridian according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on December 20, 1965 as Document Number LR2,247,813 in Cook County, Illinois 800 Nicholas Blvd., Elk Grove Village, IL 08 26 301 032

657-932

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This Indenture, made this 1st day of May 1988, by and between

Colonial Bank and Trust Company of Chicago

the owner of the mortgage or trust deed hereinafter described, and Colonial Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated 2-22-83 and known as TR# 555 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 Five Hundred Thousand and 00/100-----Dollars dated November 21, 1984, secured by a mortgage or trust deed in the nature of a mortgage registered April 25, 1985, in the office of the Registrar of Titles of Cook County, Illinois, at page ----- as document No. 3431994 conveying to Colonial Bank and Trust Company of Chicago certain real estate in Cook County, Illinois described as follows:  
See Legal Description attached hereto and made a part hereof.

2. The amount remaining unpaid on the indebtedness is \$ 478,974.51

3. Said remaining indebtedness of \$ 478,974.51 shall be paid on or before May 1, 1989 and shall be payable as follows: \$4,391.70, principal and interest, shall be payable on the first day of June, 1988 and on the first day of each and every month thereafter until maturity at which time the remaining unpaid principal and interest shall be due and payable. 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 monthly until May 1, 1988, at the rate of 8.5 per cent per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of 9.0 per cent per annum, and interest after maturity at the rate of 12.0 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, 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 Colonial Bank and Trust Company of Chicago.

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 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.

Colonial Bank and Trust Company of Chicago

Colonial Bank and Trust Company of Chicago, as Trustee as aforesaid and not personally

BY: \_\_\_\_\_ RIDER ATTACHED (SEAL)

Barbara A. Bernardini, Trust Officer (SEAL)

ATTEST: Debra L. Ward, Asst. Trust Officer (SEAL)

This instrument was prepared by  
Daisy Cipolla/Colonial Bank/5850 W. Belmont/ (NAME AND ADDRESS)  
Chicago, IL 60634

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## EXTENSION AGREEMENT

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NOV 1 1968 CLERK'S OFFICE

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MAIL TO

Mr

COURT OF COUNTY OF CLACKMANNANSHIRE

MOTARY PUBLIC

I, Notary Public, do swear and declare in the State aforesaid, DO HEREBY CERTIFY that  
the person whose name is subscribed to the foregoing instrument,  
is personally known to me to be the same person who signed  
the said instrument, up-referred before me this day in person and acknowledged  
free and voluntarily set forth the said instrument,  
and waives all right of homestead.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_  
ss.

Digitized by Google

I, Patricia Phillips, and to said James G. Watson, Ass't. Vice President of Greenwood Hospital in St. Catharines, Ontario, do HEREBY CERTIFY that David S. Green presented to me to be the same person as whose name is \_\_\_\_\_ who was present and acknowledged that I, the undersigned, did voluntarily and freely give my last will and testament, appended hereto before me this day in person and acknowledge that I, the undersigned, did voluntarily and freely give my last will and testament, set forth in, including the release and waiver of right of homestead, dated 27th day of December 1988.

STATE OF ILLINOIS COUNTY OF COOK