

This Indenture, made this 29th day of November, 1990, by and between GEORGE E. GEE, of Orland Park, Illinois, as agent of holders and owners of the notes hereinafter described, and ROSEMARY H. CAIN, a widow

representing herself 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 notes of SHERMAN W. CAIN AND ROSEMARY H. CAIN, his wife

Space For Recorder's Use Only

dated November 29, 1973, secured by a mortgage or trust deed in the nature of a mortgage registered January 4, 1974, in the office of the Registrar of Titles of Cook County, Illinois, in ----- of ----- at page ----- as document No. 2734345/ and extended as Document #3071141 and extended as Document #3486033 conveying to George E. Gee, as Trustee

certain real estate in Cook County, Illinois described as follows: Lot Four Hundred Thirty-four (634) in Fieldcrest Seventh Addition, a Subdivision of part of Lot 2 in Nietfeldt Farms, being a Subdivision in Section 22 and 27, North of Indian Boundary Line, Township 36 North, Range 13, East of the Third Principal Meridian, according to Plat of said Fieldcrest Seventh Addition registered in the Office of the Registrar of Titles of Cook County, Illinois, on October 8, 1964, as Document Number 2175936. T.S.

Permanent Real Estate Index Number(S) 28-22-417-006-0000

Address(es) of real estate: 16496 Barton Lane, Oak Forest, Illinois

See rider attached:

~~2. The amount remaining unpaid on the indebtedness is \$~~

~~3. Said remaining indebtedness of \$ 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 19 at the rate of per cent per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of per cent per annum, and interest after maturity at the rate of per cent per annum, and to pay both principal and interest in the coin or currency provided for in the mortgage or trust deed hereinafter described, but if that cannot be done legally then in the most available 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~~

~~4. If any part of said indebtedness or interest thereon be not paid at the maturity thereof as herein provided, or in 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 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 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, then 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.

*George E. Gee*  
as agent of holders and owners of the notes and Trust Deed hereinabove described and as Trustee under said Trust Deed.

(SEAL)

*Rosemary H. Cain*  
Rosemary H. Cain

(SEAL)

(SEAL)

This instrument was prepared by

This Document Prepared By

JAMES H. HARRIS, ESQ.

180 N. LAUREL ST.

Chicago, Ill. 60601

39-12983

# UNOFFICIAL COPY

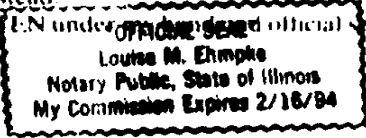
STATE OF Illinois

COUNTY OF Cook

*Louise M. Ehmpke*

I, *Louise M. Ehmpke*, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that *George E. Gee*, as agent of the owner of the Trust Deed Document #2734345 and extended as Document #3071141 and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 29th day of November 1990



*Louise M. Ehmpke*  
Notary Public

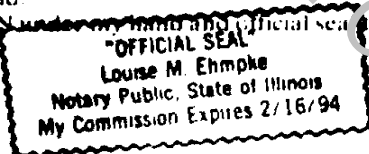
STATE OF Illinois

COUNTY OF Cook

*Louise M. Ehmpke*

I, *Louise M. Ehmpke*, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that *ROSEMARY H. CAIN*, a widow personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her 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 29th day of November 1990



*Louise M. Ehmpke*  
Notary Public

STATE OF

COUNTY OF

I,

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

*[Name]*, President of *[Name]*, 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 *[Name]*, 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 *[Name]* Secretary thereon 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\_\_

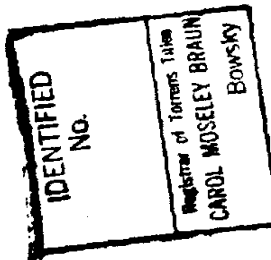
Notary Public

*2896*  
Box  
IN BRICK

EXTENSION AGREEMENT

3942983

1991 FEB - 8  
REGISTRAR  
CAPITOL



3942983

MAIL TO E. [Name]  
[Address]  
[City, State, Zip]

GEORGE E. COLE  
LEGAL FORMS

# UNOFFICIAL COPY

This sheet is attached to Extension Agreement dated November 29, 1990 executed by Rosemary H. Cain, a widow:

The amount remaining unpaid on the indebtedness is \$ 14,054.97 which is represented and evidenced by certain Principal Notes described in said Trust Deed as follows: Principal Note 2, on which there remains unpaid the principal sum of \$2,054.97, Principal Notes 3 through 6, on which there remains unpaid the principal sum of \$2,000.00 on each and Principal Notes 7 through 10, both inclusive, on which there remains unpaid on each the principal sum of \$1,000.00.

In consideration of the extension of time for payment as provided in this Agreement, the owner promises and agrees to pay the principal sum secured by said mortgage or Trust Deed in the amount of \$ 14,054.97 and interest from November 29, 1990, on the balance of principal remaining from time to time unpaid at the rate of 10 percent per annum payable in installments (including principal and interest) as follows: \$ 155.00 or more on the 29th day of December, 1990 and \$ 155.00 or more on the 29th day of each month thereafter until said amount remaining unpaid on the indebtedness is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 29th day of November, 1995. The principal of each of said installments unless paid when due shall bear interest at the rate of 11 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 Village of Orland Park, Illinois, the holders or holder of the said principal note or notes may from time to time in writing appoint, and in default of such appointment then at Orland State Bank, Orland Park, Illinois.

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