

This Indenture, made this 25th day of August 1986, by and between STATE BANK OF LOMBARD,

the owner of the mortgage or trust deed hereinafter described, and MC KONE BUILDERS, INC.,

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 MC KONE BUILDERS, INC.

dated July 5, 1984, secured by a mortgage or trust deed in the nature of a mortgage registered recorded July 10, 1984, in the office of the Registrar of Titles of Cook County, Illinois, in Recorder of at page as document No. 27166157 conveying to STATE BANK OF LOMBARD

certain real estate in Cook County, Illinois described as follows:

Permanent Parcel No. 02-26-305-018-000 RS

LEGAL DESCRIPTION ATTACHED TO AND MADE PART OF THIS DOCUMENT:

2. The amount remaining unpaid on the indebtedness is \$ 70,000.00 plus interest.

3. Said remaining indebtedness of \$ 70,000.00 plus interest shall be paid on or before ON DEMAND.

\*Interest will vary from time to time at 2.5% above our Base Lending Rate, which corresponds to the "Prime Interest Rate", as published daily in the Wall Street Journal.

\*\*Interest will vary from time to time at 4.5% above our Base Lending Rate, which corresponds to the "Prime Interest Rate", as published daily in the Wall Street Journal.

and the Owner in consideration of such extension promises and agrees to pay the entire indebtedness secured by said mortgage or trust deed as and when therein provided, as hereby extended, and to pay interest thereon August 25, 1986 until ON DEMAND, 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 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 bank or house or trust company in the Village of Lombard, 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 STATE BANK OF LOMBARD

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 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.

MC KONE BUILDERS, INC. (SEAL)

BY: Larry M. McKone President (SEAL)

(SEAL)

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That part of the East Half of the Southwest Quarter of Section 26, Township 42 North, Range 10 East of the Third Principal Meridian, lying South of the center line of Kirchoff Road, described as follows: Beginning at a point S19.22 feet North of the Southwest corner of the East Half of the Southwest Quarter of Section 26, Township 42 North, Range 10 East of the Third Principal Meridian; thence North 564.85 feet to the center line of Kirchoff Road; thence South-easterly along the center line of said Kirchoff Road a distance of 244.68 feet to a point; thence Southeasterly along the center line of Kirchoff Road which make an angle with the last described course of  $171^{\circ}55'$  as measured from the Northwest to the Southeast a distance of 55.00 feet; thence South in a straight line which makes an angle with the last described course of  $104^{\circ}32'$  as measured from the Northwest to West and South a distance of 464.51 feet to a point on a line 819.72 feet North of and parallel with the South line of the East Half of the Southwest Quarter of Section 26; thence West along said parallel line a distance of 277.57 feet to the point of beginning, except that part of the East Half of the Southwest Quarter of Section 26, Township 42 North, Range 10 East of the Third Principal Meridian, lying South of the center line of Kirchoff Road, described as follows: Beginning at a point 114.20 feet North of the Southwest corner of the East Half of the Southwest Quarter of said Section 26; thence North along the West line of the East Half of the Southwest Quarter of said Section 26 for a distance of 270.37 feet to the center line of Kirchoff Road; thence Southeasterly along the said center line of Kirchoff Road for a distance of 153.98 feet, thence South and parallel to the West line of the East Half of the Southwest Quarter of said Section 26 for a distance of 211.07 feet thence South and parallel to the South line of the East Half of the West Half of said Section 26 for a distance of 143.0 feet to the West line of the East Half of the Southwest Quarter of said Section 26 to the point of beginning (except that part of all the above taken for Kirchoff Road, right of way, in Cook County, Illinois.

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