

This Indenture, made this 2nd day of September 1987, by and between CHICAGO TITLE AND TRUST COMPANY, as Trustee on behalf of Manufacturers Bank, 1200 N. Ashland Ave., Chicago, Ill., 60622, the owner of the ~~XXXXXX~~ trust deed hereinafter described, and ARYEH KITZES and JUDITH Kitzes, His Wife and Peter P. Passman

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 Aryeh Kitzes and Judith Kitzes, His Wife and Peter P. Passman dated March 6, 1987, secured by a ~~XXXXXX~~ trust deed in the nature of a mortgage recorded 11/5/1987 in the office of the Recorder of Titles of Cook County, Illinois, in ~~XXXXXX~~ of ~~XXXXXX~~ at page ~~XXXXXX~~ as document No. 87-598687 conveying to Chicago Title and Trust Company, as Trustee on behalf of Manufacturers Bank certain real estate in Cook County, Illinois described as follows:

The South 16-2/3 feet of Lot 3 and the North 16-2/3 feet of lot 4 in Block 6 in Ridge Subdivision in South Evanston being a Subdivision of the South 53-1/3 rods wide North and south of the East Half of the North east Quarter of Section 24, Township 41 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.**

Permanent Index No. 10-2-223-015-0000 934 Ashbury - Evanston, Illinois 60202

- 2. The amount remaining unpaid on the indebtedness is \$ 35,000.00
3. Said remaining indebtedness of \$ 35,000.00 shall be paid on or before March 2, 1988. Interest is payable quarterly, beginning December 2, 1987 and March 3, 1988.

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 quarterly until March 2, 1988, at the rate of 9 1/2 per cent per annum, and thereafter, until maturity of said principal sum as hereby extended, at the rate of 10 1/2 per cent per annum, and interest after maturity at the rate of seven 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 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 Manufacturers Bank, 1200 N. Ashland Ave., Chicago, Illinois, 60622.

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.

Signatures of Aryeh Kitzes, Judith Kitzes, and Peter Passman with (SEAL) markings.

87609944

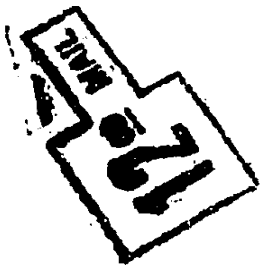
UNOFFICIAL COPY

EXTENSION AGREEMENT

WITH

RETURN TO:

Manufacturers Bank
1200 N. Ashland Avenue
Chicago, Illinois 60622



GEORGE E. COLE
LEGAL FORMS
87609944

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

STATE OF _____ COUNTY OF _____
I, _____ a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____ 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.

Notary Public
DEPT-01 RECORDING \$12.25
T#1111 TRAN 5385 11/12/87 14:06:09
#2271 # 3 * 07-6079441
COOK COUNTY RECORDED

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

STATE OF _____ COUNTY OF _____
I, _____ a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____ 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.

I, Brenda C. Gandy Notary Public
day of September 19 87
GIVEN under my hand and notarial seal this 2nd day of September 19 87.

I, Brenda C. Gandy a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that ARVIEH KITZES, JUDITH KITZES and PETER P. PASSMAN are _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they 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.

STATE OF ILLINOIS COUNTY OF COOK
I, _____ a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____ 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.

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