

This Indenture, made this 1st day of April 1988, by and between COLE TAYLOR BANK/FORD CITY (formerly Ford City Bank & Trust Co.)

the owner of the mortgage or trust deed hereinafter described, and

Guenther B. Herden and Sharon G. Herden, His Wife

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 Guenther B. Herden and Sharon G. Herden dated March 8, 1978, secured by a mortgage or trust deed in the nature of a mortgage recorded March 17, 1978, in the office of the Cook County, Illinois, as document No. 24367290 conveying to Cole Taylor Bank/Ford City

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

Lot 21 in Block 6 in Homestead Addition to Washington Heights, being a Subdivision of the North East Quarter of Section 11, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 3333 West 95th Street, Evergreen Park, Illinois

P.I.N. 24-11-203-009

DEPT-01 \$12.25
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COOK COUNTY RECORDER

- 2. The amount remaining unpaid on the indebtedness is \$ 24,131.77
- 3. Said remaining indebtedness of \$ 24,131.77 shall be paid on or before April 1, 1991 in monthly payments of \$781.50 principal and interest, with a final payment of all principal and accrued interest on April 1, 1991.

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 monthly until maturity of said principal sum as hereby extended, at the rate of 10.25 per cent per annum, and interest after maturity at the rate of 13.25 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 the offices of Cole Taylor Bank/Ford City, Burbank, Illinois

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.
ACCEPTED AND AGREED
COLE TAYLOR BANK/FORD CITY

By [Signature]
Title [Title]
ATTEST
By [Signature]
Title [Title]

Guenther B. Herden (SEAL)
Sharon G. Herden (SEAL)

12.00 MAIL

First American Title Order #

