

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

This Indenture, made this 22nd day of November, 1989, by and between Harris Bank Wilmette N.A.,

the owner of the mortgage or trust deed hereinafter described, and Patrick W. McCarthy and Gail M. McCarthy, husband and 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 Patrick W. McCarthy and Gail M. McCarthy

dated May 20, 1989, secured by a mortgage or trust deed in the nature of a mortgage registered/recorded June 2, 1989, in the office of the Registrar of Titles/Recorder of Cook County, Illinois, in of at page as document No. 89260767 conveying to Harris Bank Wilmette N.A., 1701 Sheridan Rd., Wilmette, IL 60091 certain real estate in Cook County, Illinois described as follows:

LOTS 9 AND 10 IN BLOCK 8 IN WILSON'S RESUBDIVISION OF BLOCKS 85, 86, 92, 93 AND 94 AS PLATTED AND SUBDIVIDED BY NORWOOD LAND AND BUILDING ASSOCIATING, BEING A SUBDIVISION OF PART OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND OF THE SOUTH 1/2 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 13-06-459-006 89573872

Address(es) of real estate: 6656 N. Hiawatha, Chicago, Illinois 60646

- 2. The amount remaining unpaid on the indebtedness is \$ 122,000.00
- 3. Said remaining indebtedness of \$ 122,000.00 shall be paid on or before May 22, 1990

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 May 22, 1990, at the rate of P+2\* per cent per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of P+2\* per cent per annum, and interest after maturity at the rate of P+2\* 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 Harris Bank Wilmette N.A., 1701 Sheridan Rd., Wilmette, Illinois 60091

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. Lender's Prime Interest Rate as set from time to time.

BY: Lori K. Case (SEAL) Vice President Patrick W. McCarthy (SEAL) Gail M. McCarthy (SEAL)

ATTEST: James F. Swenson, Loan Officer

This instrument was prepared by Anne M. Anthony, 1701 Sheridan Rd., Wilmette, IL 60091

89573872 DEPT-01 RECORDING \$13.00 T#5555 TRAN 8113 12/01/89 11:26:00 #5458 # E \*-89-573872 COOK COUNTY RECORDER Above Space For Recorder's Use Only

89573872

MAIL TO

1300 E

# UNOFFICIAL COPY

STATE OF Illinois )  
COUNTY OF Cook )  
SS.

I, the undersigned  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Patrick W. McCarthy and Gail M. McCarthy, husband and wife  
personally known to me to be the same person s subscribed to the foregoing instrument,  
appeared before me this day in person and acknowledged that he 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.  
GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )  
SS.

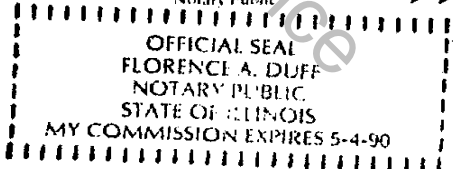
I, \_\_\_\_\_  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_  
personally known to me to be the same person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the foregoing instrument,  
appeared before me this day in person and acknowledged that \_\_\_\_\_ he \_\_\_\_\_ signed, sealed and delivered the said instrument as  
\_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

Notary Public

STATE OF Illinois )  
COUNTY OF Cook )  
SS.

I, the undersigned  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that  
Lori K. Case, Assistant Vice, President of Harris Bank Wilmette N.A.,  
and James F. Swenson, Loan Officer ~~of~~ of said Corporation, who are personally known  
to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst. V.P. and  
Loan Officer, 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 Loan Officer ~~swore~~ swore they 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 27th day of November 1989.

*Florence A. Duff*  
Notary Public



Box \_\_\_\_\_ 89573872

EXTENSION AGREEMENT  
WITH

MAIL TO:  
GEORGE E. COLE  
LEGAL FORMS