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This Indenture, made this 1st day of January, 1989, by and between Harris Bank Wilmette, N.A.

the owner of the mortgage or trust deed hereinafter described, and Charles R. Mattenson and Jill A. Mattenson,  
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 Harris Bank Wilmette, N.A.

89057797

Above Space For Recorder's Use Only

dated October 3, 1988, secured by a mortgage or trust deed in the nature of a mortgage registered/recorded  
November 1, 1988, in the office of the Registrar of Titles/Recorder of Cook County, Illinois, in RECORDING 13.00  
at page 88531928 as document No. 88531928 conveying to 89057797 13.00  
certain real estate in Cook County, Illinois described as follows: 02/07/89 0579A000 09:46  
CHECK

Exhibit "A" attached and made a part hereof.

Permanent Real Estate Index Number(s): 05-06-313-063 and 05-06-313-066

Address(es) of real estate: 439 Dundee Road, Glencoe, IL 60022

- 2. The amount remaining unpaid on the indebtedness is \$ 70,000.00
- 3. Said remaining indebtedness of \$ 70,000.00 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 April 1, 1989, at the rate of P + 2 percent per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of P + percent per annum, and interest after maturity at the rate of P + percent 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 Harris Bank Wilmette, N.A.  
1701 Sheridan Road, Wilmette, IL 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 rate of interest plus 2% floating as set from time to time.

Harris Bank Wilmette, N.A. (SEAL)  
BY: John W. Close  
John W. Close  
ATTEST: James F. Swenson, Loan Officer

Charles R. Mattenson (SEAL)  
Jill A. Mattenson (SEAL)

This instrument was prepared by Lisa Zeig, 1701 Sheridan Road, Wilmette, IL 60091  
(NAME AND ADDRESS)

1300

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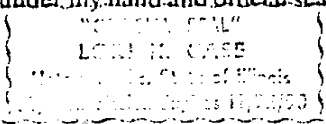
# UNOFFICIAL COPY

STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, Lori K. Case

a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Charles R. Mattenson and Jill A. Mattenson, husband and wife personally known to me to be the same person <sup>s</sup> whose name<sup>s</sup> subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he y 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 1st day of January 1989



*Lori K. Case*  
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, \_\_\_\_\_

a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that John W. Close, President of \_\_\_\_\_ and James F. Swenson, Loan Officers ~~XXXXXX~~ of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President 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 ~~XXXXXX~~ Secretary thereof 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 1st day of January 1989



*John W. Close*  
Notary Public

89057797

Box \_\_\_\_\_

EXTENSION AGREEMENT

WITH

MAIL TO:

GEORGE E. COLE  
LEGAL FORMS

# UNOFFICIAL COPY

Exhibit "A"

PARCEL 1: THE WEST 1/2 (EXCEPT THE NORTH 160 FEET THEREOF) OF THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE WEST ON THE SOUTH LINE OF SAID SECTION 6, 109.9 FEET AS A PLACE OF BEGINNING, THENCE NORTH 396 FEET, THENCE WEST 109.9 FEET, THENCE SOUTH 396 FEET TO SOUTH LINE OF SAID SECTION 6, THENCE EAST ON SAID SOUTH LINE OF SAID SECTION 6, 109.9 FEET TO PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PORTION OF LOT 2 IN LCKERS SUBDIVISION BEING A SUBDIVISION OF THE EAST 30.0 FEET OF THE SOUTH 157.0 FEET OF LOT 10 AND LOT 10 (EXCEPT THE SOUTH 157.0 FEET THEREOF) IN THE OWNERS SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 10, 1922 AS DOCUMENT 7405710 IN COOK COUNTY, ILLINOIS, ALSO THE SOUTH 15 FEET ~~THEREOF~~ OF THE SOUTH 90 FEET OF THE WEST 242.7 FEET (EXCLUDED FROM PAUL L. BATTEYS SUBDIVISION) IN LOT 6 IN OWNERS SUBDIVISION AFORESAID WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT A POINT AT THE SOUTHEAST CORNER OF SAID LOT 2 WHICH SAID POINT IS ON THE NORTH LINE OF DUNDEE ROAD, THENCE NORTH ALONG THE EAST LINE OF SAID LOT 2 FOR A DISTANCE OF 147.0 FEET, THENCE WEST ON A LINE PARALLEL TO THE NORTH LINE OF DUNDEE ROAD FOR A DISTANCE OF 30.0 FEET, THENCE SOUTH ON A LINE PARALLEL TO THE SAID EAST LINE OF LOT 2 FOR A DISTANCE OF 147.0 FEET MORE OR LESS TO THE INTERSECTION OF SUCH LINE WITH THE NORTH LINE OF DUNDEE ROAD; THENCE EAST FOR A DISTANCE OF 30.0 FEET ALONG THE NORTH LINE OF DUNDEE ROAD TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property Commonly Known as: 439 Dundee Road, Glencoe, Illinois.

P.T.N. #05-06-313-063 and  
05-06-313-066

89057797