

EXTENSION AGREEMENT

THIS EXTENSION AGREEMENT, made this 30th day of December, 1989, by and between HARRIS TRUST AND SAVINGS BANK ("LENDER"), the owner and holder of the Note hereinafter described, and Stephen R. Murrill and Elizabeth Schlecht Murrill, his wife, maker of said Note ("BORROWER"), WITNESSETH:

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the Note dated December 30, 1988, in original amount of \$100,000.00, (the "Note"), secured by a mortgage or trust deed in the nature of a mortgage recorded January 23, 1989 in the office of the Recorder of Cook County, Illinois as document number 89034352 conveying to HARRIS TRUST AND SAVINGS BANK certain real estate in Cook County, Illinois described as follows:

THE EAST 50 FEET OF LOT 55 IN MANUS LAKE SHORE HIGHLANDS BEING A SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUBJECT TO GENERAL TAXES FOR 1976 AND SUBSEQUENT YEARS; PUBLIC UTILITY EASEMENTS; AND ALL BUILDING AND ZONING LAWS AND ORDINANCES.

2. The amount remaining unpaid on the Note is \$100,000.00.

3. Said remaining indebtedness shall be paid on or before December 30, 1990, (the "extended maturity date") and the Borrower 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 until maturity as hereby extended at the rate provided in said Note.

4. If any part of said indebtedness or interest thereon be not paid at the extended maturity date, or if default in the performance or any other covenant of the Borrower shall occur under the Mortgage or Trust Deed, or if any other default shall occur under the Note or Mortgage or Trust Deed, 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 the Note, become and be due and payable, in the same manner as if said extension had not been granted.

5. This agreement is supplemental to said Mortgage or Trust Deed. All the provisions thereof and of the Note, including the right to declare principal and accrued interest due for any cause, in said Mortgage or Trust Deed or Note, shall remain in full force and effect except as herein expressly modified, it being the express intent of the parties that the indebtedness heretofore described is not discharged hereby extended pursuant to the terms of this agreement. The provisions of this agreement shall inure to the benefit of any holder of said Note and shall bind the heirs, personal representatives and assigns of the Borrower. The Borrower 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 Borrower consists of two or more persons, their liability hereunder shall be joint and several.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this agreement the day and year first above written.

HARRIS TRUST AND SAVINGS BANK

BORROWER:

By: Marilyn Bartlett
Its Vice President

Stephen R. Murrill (SEAL)
Stephen R. Murrill
Elizabeth Schlecht Murrill (SEAL)
Elizabeth Schlecht Murrill

13.00

ATTEST:

COOK COUNTY, ILLINOIS
FILED FOR RECORD

By: [Signature]
Its Vice President

1990 JUN 25 PM 12: 23

90356846

Return to: Mr. Robert Mau - Harris Bank
20 W. Washington
Chicago 60603
Box 333

98253171

90356846

UNOFFICIAL COPY

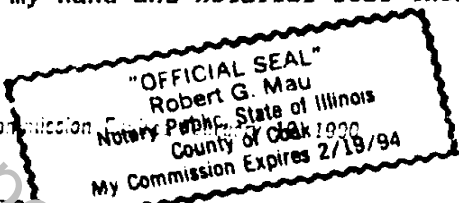
STATE OF Illinois)

COUNTY OF Cook)

I Robert G. Mau A Notary Public in and for said County in the State
aforesaid, DO HEREBY CERTIFY
THAT Stephan A. Murrill, Elizabeth Schlecht Murrill

personally known to me to be the same person(s) whose name(s) 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.

GIVEN under my hand and notarial seal this 1 day of February, 1990



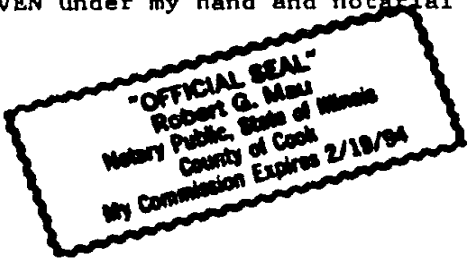
Robert G. Mau
Notary Public

STATE OF ILLINOIS)

COUNTY OF COOK)

I Robert G. Mau, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Mary Lou Barrett Vice President of HARRIS TRUST AND SAVINGS BANK and Judith A. Spilist Assistant Vice President of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Vice President 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 Assistant Vice President then and there acknowledged that, as custodian of the corporate seal of said Corporation, she/he did affix said corporate seal to said instrument as her/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 notarial seal this 1 day of February, 1990



Robert G. Mau
Notary Public

County Clerk's Office

90356846