

CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

This Indenture, made this 29th day of July, 19 91, by and between Harris Bank Winnetka, N.A.

the owner of the mortgage or trust deed hereinafter described, and Harris Bank Winnetka, N.A. not personally but as Trustee W/T/A dtd. 3/1/89, known as Trust L3633 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 Winnetka, N.A.

91510419

Above Space For Recorder's Use Only

dated July 29, 19 91 secured by a mortgage or trust deed in the nature of a mortgage registered/recorded March 14, 19 90 in the office of the Registrar of Titles/Recorder of Cook County, Illinois, in of _____ at page _____ as document No. 386695 conveying to Harris Bank Winnetka, N.A.

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

See Legal Description attached and made a part hereof

** The Lender's Prime Rate of Interest plus 1.0%. However, upon demand, maturity, or an event of default, the rate shall increase to the Lender's Prime Rate plus 3.00%.

- 2. The amount remaining unpaid on the indebtedness is \$ 438,863.14
- 3. Said remaining indebtedness of \$ 438,863.14 shall be paid on or before July 31, 2001

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 July 31, 19 2001 at the rate of --- per cent per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of --- per cent per annum, and interest after maturity at the rate of --- 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 Harris Bank Winnetka, N.A. 520 Green Bay Road, Winnetka, Illinois 60093

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.

(SEAL)

X Ann T. Tyler (SEAL)
Ann T. Tyler, J.P.

X Kathleen T. Mauer (SEAL)
Kathleen T. Mauer, Loan Officer

This instrument was prepared by Kathleen T. Mauer, Harris Bank Winnetka, N.A.
(NAME AND ADDRESS)

REI TITLE SERVICES # RT9-897

91510419

Box 169

UNOFFICIAL COPY

STATE OF _____

SS.

COUNTY OF _____

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 _____

SS.

COUNTY OF _____

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 _____

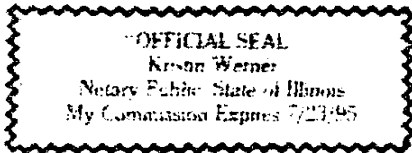
COUNTY OF _____

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

Ann T. Tyler, Vice President President of Harris Bank Winnetka, N.A.
and Kathleen T. Mauer, Loan Officer Secretary of _____ and Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such V.P. and 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 Officer 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 _____ day of _____ 19____

Kristen Mauer



91510449

DFPT-01 RECORDING
#5555 TRAH 9542 10/01/91 1:15:00 \$15.00
#8200 # 1 * 71-510449
BOOK EASEMENT RECORDER

10/4/90 Box

EXTENSION AGREEMENT

IN DUPLICATE

WITH 3999981

1500

1990 OCT - 1 PM 2:35

CAROL M. WALKER, CLERK
REGISTRAR OF TITLES

3999981

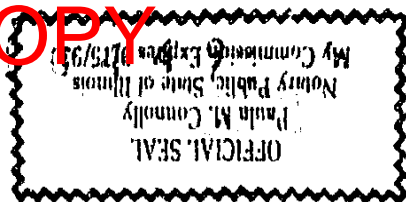
DELIVER TO Box 140 B.E.N. DEFF

MAIL TO:

REAL ESTATE RECORDS
1800 W. BROADWAY
EVANSTON, ILL. 60201

10/19/90

UNOFFICIAL COPY



Paula M. Connolly
Notary Public

I, the undersigned, a Notary Public in and for said County, in the State of Harris Bank Winnetka, N.A., and Pat K. Erickson, Trust Officer of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Senior Vice President and Trust 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 Bank for the uses and purposes therein set forth; and the Trust Officer did also then and there acknowledge that she, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as her free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS)

91510419

Attest: *Pat K. Erickson*
Trust Officer

By: *Keith C. Erickson*
Senior Vice President

Harris Bank Winnetka, N.A., as Trustee as aforesaid and not personally,

This Extension Agreement is executed by Harris Bank Winnetka, N.A., not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the mortgagee/trustee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage/trust deed shall be construed as creating any liability on Harris Bank Winnetka personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any being expressly waived, and that any recovery on this mortgage/trust deed and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note. Notwithstanding anything to the contrary appearing in said mortgage/trust deed, the Land Trustee, Harris Bank Winnetka, makes no warranties of title to the trust property. IN WITNESS WHEREOF, Harris Bank Winnetka, N.A., not personally but as Trustee as aforesaid, has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereunto affixed and attested by its Trust Officer, the day and year first above written.

UNOFFICIAL COPY

65701516

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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Property of Cook County Clerk's Office

PARCEL 1:

LEGAL DESCRIPTION

UNOFFICIAL COPY

LOTS 1, 2, 3, 4 AND THE WEST 9 FEET OF LOT 5 AND THE WEST 1.69 FEET OF LOT 41 IN BLOCK 1 IN FULLERTON'S THIRD ADDITION TO CHICAGO BEING A SUBDIVISION OF THAT PART OF THE NORTH EAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH AND EAST OF THE NORTH BRANCH OF CHICAGO RIVER

ALSO

LOTS 42, 43 AND 44 IN THE RESUBDIVISION OF LOTS 42, 43 AND 44, THE VACATED ALLEY NORTH OF AND ADJOINING THE SAME AND OF THE EAST 16 FEET OF LOT 5 IN BLOCK 1 IN FULLERTON'S THIRD ADDITION TO CHICAGO AFORESAID (EXCEPTING FROM SAID LOT 42, THE NORTH 16 FEET OF THAT PART THEREOF LYING EAST OF THE WEST LINE OF THE EAST 16 FEET OF LOT 5 PRODUCED SOUTH IN BLOCK 1 OF FULLERTON'S THIRD ADDITION TO CHICAGO HERETOFORE MENTIONED)

PARCEL 2:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF CHESTER STREET AND THE WESTERLY LINE OF LOT 44 IN THE RESUBDIVISION OF LOTS 42, 43 AND 44 AFORESAID IN BLOCK 1, FULLERTON'S THIRD ADDITION TO CHICAGO; THENCE RUNNING NORTHWESTERLY ALONG THE WESTERLY LINES OF LOTS 44 AND 1 IN BLOCK 1 AFORESAID TO THE SOUTH LINE OF FULLERTON AVENUE; THENCE WEST TO THE EAST LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTHEASTERLY ALONG SAID EAST LINE OF SAID RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD TO THE NORTH LINE OF CHESTER STREET; THENCE EAST TO THE PLACE OF BEGINNING, BEING THE PROPERTY VACATED BY AN ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO APRIL 27, 1901 A COPY OF WHICH ORDINANCE AND PLAT SHOWING THE PROPERTY SO VACATED HAVING BEEN FILED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON APRIL 6, 1910 AND RECORDED IN BOOK 10251 OF RECORDS PAGE 191, THEREOF EXCEPTING THEREFROM THAT PORTION KNOWN AND DESCRIBED AS BEGINNING AT THE NORTHWESTERLY CORNER OF SAID STRIP OF LAND 40 FEET WIDE, RUNNING THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID STRIP OF LAND (SAID WESTERLY LINE BEING ALSO THE EASTERLY LINE OF THE RIGHT OF WAY OF SAID CHICAGO AND NORTHWESTERN RAILWAY COMPANY) 37 FEET; THENCE EASTERLY AT RIGHT ANGLES TO SAID LAST MENTIONED LINE 6 FEET AND 6 INCHES; THENCE NORTHERLY ON A LINE PARALLEL WITH THE EASTERLY LINE OF THE RIGHT OF WAY OF THE SAID CHICAGO AND NORTHWESTERN RAILWAY COMPANY TO THE SOUTH LINE OF FULLERTON AVENUE; THENCE WESTERLY ALONG THE SOUTH LINE OF FULLERTON AVENUE TO THE PLACE OF BEGINNING AND BEING THE SAME PROPERTY CONVEYED BY THE NOLLAU AND WOLFF MANUFACTURING COMPANY TO THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY BY DEED DATED JUNE 23, 1910 FILED IN THE OFFICE OF THE RECORDER OF DEEDS ON DECEMBER 2, 1910 AS DOCUMENT 4671705, AND RECORDED IN BOOK 11299 OF RECORDS, PAGE 8 THEREOF, ALL IN FULLERTON'S THIRD ADDITION TO CHICAGO IN THE NORTH EAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS: 1711 W. FULLERTON, CHICAGO, ILLINOIS

P.T.N. 14-31-201-010-0000 & 14-31-201-047-0000

9.510413

Office