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This Indenture, made this 22nd day of May, 1991, by and between HARRIS BANK WILMETTE, N.A.

91317960

the owner of the mortgage or trust deed hereinafter described, and Lawrence V. Vacala, a bachelor & Timothy F. Harmon, a married man

DEPT-01 RECORDINGS \$13.00  
T#8888 TRAN 5471 06/28/91 11:15:00  
#2106 # H \* - 71 - 317960  
COOK COUNTY RECORDER

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 Lawrence V. Vacala & Timothy F. Harmon

Above Space For Recorder's Use Only

dated May 22, 1990, secured by a mortgage or trust deed in the nature of a mortgage ~~extended~~/recorded May 23, 1990, in the office of the ~~Register of Deeds~~/Recorder of Cook County, Illinois, in \_\_\_\_\_ of \_\_\_\_\_ at page \_\_\_\_\_ as document No. 90238920 conveying to \_\_\_\_\_

Harris Bank Wilmette

certain real estate in Cook County, Illinois described as follows:  
LOT 7 IN BLOCK 1 IN SEWELLS, CLEVELAND AND SIMMONS  
SUBDIVISION OF THE SOUTH 5 ACRES OF PART OF THE  
NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 7 TOWNSHIP  
41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS  
PIN: 11-07-112-026

91317960

Permanent Real Estate Index Number(s): \_\_\_\_\_

Address(es) of real estate: 1107 Grant, Evanston, IL 60202

- 2. The amount remaining unpaid on the indebtedness is \$125,600.00
- 3. Said remaining indebtedness of \$125,600.00 shall be paid on or before November 22, 1991

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 November 22, 1991, 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 WILMETTE, N.A.

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

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

X Lawrence V. Vacala (SEAL)  
Lawrence V. Vacala  
Harris Bank Wilmette, N.A.

X Timothy F. Harmon (SEAL)  
Timothy F. Harmon

BY: Lori K. Case, A.V.P.  
Lori K Case, A.V.P.

ATTEST: James F. Swenson, A.V.P. (SEAL)  
James F. Swenson, A.V.P.

This instrument was prepared by Karen Helmes, HARRIS BANK WILMETTE N.A., 1701 Sheridan Road, Wilmette, IL 60091

91317960

1300

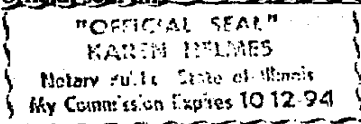
# UNOFFICIAL COPY

STATE OF IL )  
COUNTY OF COOK ) ss.

I, KAREN HELMES

a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that LAWRENCE V. VACALA & TIMOTHY HARMON personally known to me to be the same persons whose name S. ABE 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 official seal this 24 day of JUNE 1991.



Karen Helmes  
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\_\_\_\_

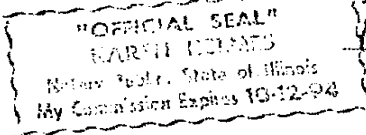
Notary Public

STATE OF IL )  
COUNTY OF COOK ) ss.

I, KAREN HELMES

a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that LORI K. CASE ASSISTANT VICE and JAMES E. SWENSON, AVP President of HARBIC BANK WILMETTE, Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such AVP and AVP, 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 AVP 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 24 day of JUNE 1991.



Karen Helmes  
Notary Public

91317960

Box

EXTENSION AGREEMENT

WITH

MAIL TO:

GEORGE E. COLE  
LEGAL FORMS