

UNOFFICIAL COPY
Extension Agreement 1347337



THIS INDENTURE, made this 1st day of June, 1991, by and between

NBD HIGHLAND PARK BANK, N.A.

(hereinafter called "Bank")

Trustee to NBD Highland Park Bank, N.A. formerly known as First National Bank of Highland Park under agreement dated May 12, 1981 and known as Land Trust #3185-4P

the owner or owners of the real estate hereinafter and in said mortgage or trust deed ("owner");

WITNESSETH:

91347337

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal promissory note of Owner in the amount of \$ 150,000.00 dated May 21, 1986, (the "Note") secured by a mortgage or trust deed in the nature of a mortgage recorded June 9, 1986, in the office of the Recorder of Cook County, Illinois, in _____ of _____ at page _____, as document No. 86-232106 conveying to NBD HIGHLAND PARK BANK, N.A. (F/K/A First National Bank of Highland Park) certain real estate in Cook County, Illinois described as follows:

Lot 3 in Block 32 in Arthur T. McIntosh and Company's Palatine Estate Unit Number 3, being a subdivision of parts of Section 26 and 27, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 1350 Plum Grove Road, Palatine, IL 60067 RECORDING \$19.00
PIN: 02-27-407-009 TRANSFER 1511 07/12/91 14:37:00
FORM # 6 **91-347337
COOK COUNTY RECORDER

2. The amount remaining unpaid on the indebtedness is \$ 123,312.01 (the "Indebtedness").
3. The interest charged on the Note is 10.50 % per annum. In consideration of the extension granted hereunder, Owner agrees to pay interest on the remaining indebtedness as follows:

CHOOSE ONLY ONE (Check Applicable Box)

- a) at the rate of _____ % per annum on the basis of a year consisting of 36 _____ days; or
- b) at the rate of 0 % per annum above the Bank's prime rate, which rate shall change if and when the prime rate of the Bank changes, and such change shall be effective as of the date of the relevant change in the prime rate. The Bank is not obligated to give notice of such fluctuations. The term "Prime Rate" or "Prime" as used herein, shall mean at any time the Prime Rate of the Bank as announced from time to time by the Bank at its main office. It is expressly agreed that the use of the term "Prime Rate" is not intended nor does it imply that said rate of interest is a preferred rate of interest or one which is offered by Bank to its most-creditworthy customers; and the entire principal sum and interest from June 1, 1991, shall be payable as follows:

CHOOSE ONLY ONE (Check Applicable Box)

- a) On Demand, with interest until demand payable _____ (monthly, quarterly, etc.) on the _____ day of each _____, hereafter; or
- b) (principal plus interest) installments of principal in the amount of \$ 1,027.60 payable on the 1st day of July, 1991, and on the 1st day of each month thereafter and the final installment on June 1, 1996, with interest on the unpaid principal balance at the rate designated above.
- c) (principal and interest included in the payment amount) \$ _____ on the _____ day of _____, 19 _____, and \$ _____ on the _____ day of each _____ thereafter until said Indebtedness is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the _____ day of _____, 19 _____.

4. This agreement is supplementary to said mortgage or trust deed and said Note. All the provisions thereof, including the right to declare principal and accrued interest due for any cause specified in said mortgage or trust deed or Note, 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 Note and shall bind the heirs, personal representatives and assigns of the Owner. The Owner, to the extent permitted by law, 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.

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

(INDIVIDUALS SIGN HERE)

(SEAL) Joseph C. Lyon (SEAL)

(SEAL) _____ (SEAL)

1500

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Y88V10

Y88V1818

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91347337

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- This instrument is executed by NBD Trust Company of Illinois, not individually but solely as Trustee as aforesaid.
- All the covenants and conditions to be performed hereunder by NBD Trust Company of Illinois are undertaken by it solely as Trustee as as aforesaid and not individually, and no personal or individual liability shall be asserted or enforceable against NBD Trust Company of Illinois by reason of any of the covenants, statements, representations, indemnifications or warranties expressed or implied herein contained in this instrument.

It is expressly understood and agreed by every person, firm or corporation claiming any interest under this document that NBD Trust Company of Illinois, shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from, or affecting the property or the soil, water, vegetation, buildings, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities, or any policies or requirements of the trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorneys and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event of any conflict between the provisions of this exculpatory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern.

Provisions
Illinois

Office

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

personally known to me to be the same person _____ whose name _____ subscribed the foregoing Instrument, appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said Instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this _____ day of _____, A.D., 19 _____

(Notarial Seal)

Notary Public

(PLACE TRUSTEES EXCULPATION LANGUAGE HERE, IF APPLICABLE)

(CORPORATIONS SIGN HERE)

(Corporate Seal)

NAME OF CORPORATION _____

By: _____
President

ATTEST: _____
Secretary

STATE OF ILLINOIS }
COUNTY OF _____ } SS.

I, _____ a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that _____ President of _____ and _____ Secretary of said Company, known to me to be the same persons whose names are subscribed to the foregoing Instrument as such _____ President and _____

Secretary, 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 a free and voluntary act of said Company, for the uses and purposes therein set forth; and the said _____ Secretary then and there acknowledged that said _____ Secretary as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said Instrument as said _____ Secretary's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, A.D., 19 _____

(Notarial Seal)

Notary Public

(TRUSTS SIGN HERE)

NBD TRUST COMPANY OF ILLINOIS

91347337

[Signature]

Vice President & Trust Officer

as Trustee as aforesaid and not personally,
Attest: *[Signature]*

TRUST OFFICER (Title)

STATE OF ILLINOIS }
COUNTY OF _____ } SS.

I, CATHERINE CIOLINO a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that _____
of _____
_____ TRUST OFFICER of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____
and _____ TRUST OFFICER, respectively, appeared before me this day in person and

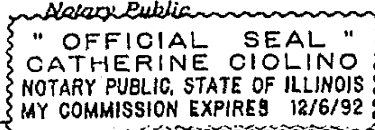
acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said _____ then and there acknowledged that said _____, as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said _____ own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, A.D., 1991

(Notarial Seal)

Notary Public

THIS INSTRUMENT PREPARED BY:



NBD HIGHLAND PARK BANK, N.A.
513 Central Avenue
Highland Park, Illinois 60035

See attached rider for additional
exculpating NBD Trust Company of IL
from Personal Liability

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 20__.

Clerk of the Court

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 20__.

Clerk of the Court

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 20__.

Clerk of the Court

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 20__.

Clerk of the Court

Property of Cook County Clerk's Office