UNOFFICJAL COPY

EXTENSION AGREEMENT

THIS EXTENSION AGREEMENT, made this second day of September, 1992, by and between HARRIS TRUST AND SAVINGS BANK ("Lender"), the owner and holder of the Note hereinafter described, and DENNIS PAUL JONES AND KATHYMM KIRBY JONES, HIS WIFE, maker of said Note ("Borrower"), WITNESSETH:

087

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the Note dated May 12, 1992, in the original amount of \$10,000.00, (the "Note"), secured by a mortgage or trust deed in the nature of a mortgage recorded May 28, 1992, in the office of the Recorder of Cook County, Illinois as document number 92369444 conveying to HARRIS TRUST AND SAVINGS BANK certain real estate in Cook County, Illinois described as follows:

25

SEE ATTACHED LEGAL DESCRIPTION

Permanent Index Number: 14-32-216-035-000

which has the address of 2112 N. Sheffield Avenue, Chicago, Illinois 60614

- 2. The amount remaining unpaid on the Note is \$10,000.00.
- 3. Said remaining indebtedness shall be paid on or before March 1, 1993, (the "extended math ity date") and the Borrower in consideration of such extension promises and agrees to pay the entire indebtedness secured by said Mortgage or Trust Deed at 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 intercedness or interest thereon be not paid at the extended maturity date, or if details 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 supplementary to said Mortgage or Trust Deed. All provisions thereof and of the Note, including the right to declare principal and accrued interest due for any cause specific 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 but merely extended possuant 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 Homesterd Exemption Laws of the State of Illinois with respect to said real estate of 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

BORKOWER:

_(Seal)

John W. Mulholland

Ité Vice President

- (Seal)

ATTEST:

TT's

THIS INSTRUMENT WAS PREPARED BY, AND SHOULD BE MAILED TO JOHN W. MULHOLLAND, HARRIS TRUST AND SAVINGS BANK, 111 WEST MONROE STREET.

UNOFFICIAL COPY

State of Illinois)
County of Cook)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT, Dennis Paul Jones and Kathleen Kirby Jones, his wife, 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 release and waiver of right of homestead.

GIVEN under my hand and notarial seal this and day of an

Notary Public

"OFFICIAL SEAL"
Josephine P. Wiacek
Notary Public, State of Illinois
My Commission Expires 1/26/93

State of Illinois

County of Cook

I, the undersigned a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFIC that John W. Mulholland, Vice President of HARRIS TRUST AND SAVINGS LANK and CITAY Christopher Doly.

Assistant Vice President of said Corporation, who are personally known to me to be the same persons whose nomes 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 wifere 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 ovn 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

Meraldice M. Hunging

"OFFICIAL SEAL"
Geraldine M. Hidzinski
Notary Public, State of Illinois
My Commission Exp. 3/12/94

COOK COUNTY, ILLINOIS FILEO FOR RECORD

92 NOV -6 PM 2: 19

92828553

UNOFFICIAL COPY . . 3

LEGAL DESCRIPTION

Lot 35 in Block 2 in James Morgan's Subdivision of Block 10 in Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

02828553