

# UNOFFICIAL COPY

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

## EXTENSION AGREEMENT (ILLINOIS)

FORM NO. 1090 April, 1980

92149341

This Indenture, made this 31st day of December, 1991, by and between Harris Bank Winnetka, N.A. and the owner of the mortgage or trust deed hereinafter described, and Harris Bank Winnetka, N.A., not personally but as Trustee U/V/A dtd. 12/18/88, known as Trust 13618, 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.

dated December 31, 1991 secured by a mortgage or trust deed in the nature of a mortgage registered/recorded January 24, 1989 in the office of the Registrar of Titles/Recorder of Cook County, Illinois, in Harris Bank Winnetka, N.A. as document No. \_\_\_\_\_ conveying to \_\_\_\_\_ certain real estate in Cook County, Illinois described as follows:

Lot 1 in C.P. Doe's subdivision of Block 13 (except the North 44 feet thereof) in Kirtell's subdivision of the East 1/2 of the Southwest 1/4 & the West 1/2 of the Southeast 1/4 of Section 26, Township 40 North, Range 13, East of the Third Principal Meridian (except the 25 acres in the Northeast corner) in Cook County, Illinois.

Property commonly known as: 3701 W. Wrightwood, Chicago, IL 60647

P.T.N. 13-26-320-010

\*\* The Lender's Prime Rate of Interest plus 2.00%. However, upon maturity, demand or an event of default the rate will increase to the Lender's Prime Rate plus 3.00%

2. The amount remaining unpaid on the indebtedness is \$ 124,953.43

3. Said remaining indebtedness of \$ 124,953.23 shall be paid on or before June 30, 1992

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 June 30, 1992 at the rate of    % per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of    % per annum, and interest after maturity at the rate of    % 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.

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

(SEAL) \_\_\_\_\_  
Kathleen T. Meuer, Loan Officer

(SEAL) \_\_\_\_\_  
And P. Tyler, Vice President

(SEAL) \_\_\_\_\_  
Kathleen T. Meuer, Loan Officer

(SEAL) \_\_\_\_\_  
And P. Tyler, Vice President

This instrument was prepared by \_\_\_\_\_ Harris Bank Winnetka, N.A. (NAME AND ADDRESS)

EXONERATION PROVISION RESTRICTING ANY LIABILITY OF BANK TRUSTEE, EITHER AFFIXED ON THIS OR ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO, IS EXPRESSLY MADE A PART HEREOF.

DEPT-01 RECORDINGS \$25.00  
178888 TRAN 4691 03/09/92 12:14:00  
#2229 ÷ 1F \* -92-149341  
COOK COUNTY RECORDER

Above Space For Recorder's Use Only



# UNOFFICIAL COPY

9 1 1 2 3 4 1

CASH

ADMITTED

TO THE

COURT

RECORDS

FOR THE

YEAR

ENDING

1988

AS OF

12/31/88

THE

RECORDS

OF

COOK

COUNTY

ILLINOIS

ARE

MAINTAINED

IN

THE

RECORDS

SECTION

OF

THE

CLERK'S

OFFICE

AND

ARE

AVAILABLE

FOR

REVIEW

BY

THE

PUBLIC

AND

THE

RECORDS

SECTION

OF

THE

CLERK'S

OFFICE

AND

ARE

AVAILABLE

FOR

REVIEW

BY

THE

PUBLIC

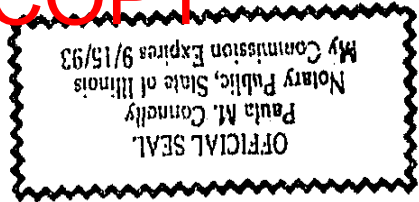
AND

THE

RECORDS

Property of Cook County Clerk's Office

# UNOFFICIAL COPY



Paula M. Connolly  
Notary Public

GIVEN under my hand and Notary seal this 24th day of February, 1992

I, the undersigned, a Notary Public in and for said County, in the State of Harris Bank Winnetka, N.A., and Pat K. Erickson, Assistant Vice President of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice Presidents 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 Assistant Vice President 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 )

Attest: Pat K. Erickson  
Assistant Vice President

By: Jon W. Boswell  
Assistant 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 Assistant Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Vice President, the day and year first above written.