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

92303470

A-994390-F1

This Indenture, made this 26th day of February, 1992, by and between FIRST ILLINOIS BANK OF WILMETTE

the owner of the mortgage or trust deed hereinafter described, and WILLIAM A. DEBES AND MARY T. DEBES, HIS WIFE,

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 WILLIAM A. DEBES AND MARY T. DEBES, HIS WIFE,

Above Space For Recorder's Use Only

dated DECEMBER 6, 1990, secured by a mortgage or trust deed in the nature of a mortgage registered/recorded JANUARY 8, 1991, in the office of the Registrar of Deeds/Recorder of Cook County, Illinois, in of at page as document No. 91010377 conveying to FIRST ILLINOIS BANK OF WILMETTE, 1200 CENTRAL AVE., WILMETTE, IL 60091, certain real estate in Cook County, Illinois described as follows:

LEGAL DESCRIPTION ATTACHED AND MADE A PART HEREOF.

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2. The amount remaining unpaid on the indebtedness is \$295,156.17

3. Said remaining indebtedness of \$295,156.17 shall be paid on or before JANUARY 1, 2001, at the rate of 8.75% which current

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 JANUARY 1, 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 FIRST ILLINOIS BANK OF WILMETTE, 1200 CENTRAL AVENUE, WILMETTE, IL 60091,

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)

William A. Debes (SEAL)  
WILLIAM A. DEBES

Mary T. Debes (SEAL)  
MARY T. DEBES

This instrument was prepared by Nancy Q. Lee, First Illinois Bank of Wilmette

(NAME AND ADDRESS)

92303470

Handwritten signature/initials

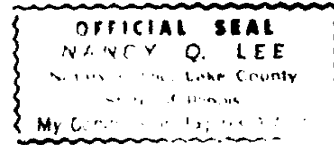
# UNOFFICIAL COPY

STATE OF Illinois )  
COUNTY OF Lake ) ss.

I, The undersigned  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that  
William A. Debes and Mary J. Debes, his wife,  
personally known to me to be the same person whose name is subscribed to the foregoing instrument,  
appeared before me this day in person and acknowledged that he 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 28th day of February 1992

Nancy Q. Lee  
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 \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

I, \_\_\_\_\_  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_  
\_\_\_\_\_, President of \_\_\_\_\_  
and \_\_\_\_\_ 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 \_\_\_\_\_ and  
\_\_\_\_\_, 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 \_\_\_\_\_ Secretary then 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\_\_\_\_

Notary Public

92303470

Box \_\_\_\_\_

EXTENSION AGREEMENT

WITH

BOX 333 - TH

MAIL TO:

Bank One, Wilmette  
1200 Central Avenue  
Wilmette, IL 60091

GEORGE E. COLE®  
LEGAL FORMS

# UNOFFICIAL COPY

LEGAL DESCRIPTION FOR EXTENSION AGREEMENT DATED <sup>INDEX</sup> 3 2 3 0 3 4 7 FEBRUARY 26, 1992

IN THE AMOUNT OF \$ 295,156.17 , EXECUTED BY WILLIAM A. DEBES AND MARY I. DEBES

P.I.N.: 05-27-400-109-0000 and 05-27-400-065-0000

COMMONLY KNOWN AS: 907 WESTERFIELD, WILMETTE, IL 60091

LOT 3-A AND THE NORTH 12.50 FEET OF P-3A AND P-3B IN WESTERFIELD SQUARE, BEING A RESUBDIVISION OF PART OF THE EAST HALF OF FRACTIONAL SECTION 27, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JANUARY 26, 1966 AS DOCUMENT 2253372, AND RECORDED WITH THE RECORDER OF DEEDS AS DOCUMENT NO. 19722379 AND CERTIFICATE OF CORRECTION THEREOF REGISTERED ON FEBRUARY 17, 1966 AS DOCUMENT 2256817, AND RECORDED ON MARCH 14, 1966 AS DOCUMENT 19764951, IN COOK COUNTY, ILLINOIS.

ALSO, PARCEL 2

EASEMENTS AS SET FORTH IN THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR WESTERFIELD SQUARE DATED FEBRUARY 15, 1966 AND RECORDED MARCH 21, 1966 AS DOCUMENT 19771628 AND FILED AS DOCUMENT LR 2261568 MADE BY HARRIS TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 16, 1964 AND KNOWN AS TRUST NO. 31683 AND PLAT OF SUBDIVISION OF WESTERFIELD SQUARE RECORDED JANUARY 26, 1966 AS DOCUMENT 19722379 AND FILED JANUARY 26, 1966 AS DOCUMENT 20334779.

FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS OVER AND ACROSS:

THAT PART OF THE "COMMON AREA" SHOWN ON THE PLAT OVER LOTS 1 TO 8 IN WESTERFIELD SQUARE AFORESAID, IN COOK COUNTY, ILLINOIS.

PIN: 05-27-400-109-0000

05-27-400-065-0000

92303470