

EXTENSION AGREEMENT (ILLINOIS)

This Indenture, made this 1ST day of MAY, 1993, by and between HARRIS BANK WILMETTE N.A., the owner of the mortgage or trust deed herein described, and RICHARD KOOMPOS, AS TO AN UNDIVIDED 1/2 INTEREST & KEVIN B. TYNAN & SUSAN TYNAN, HIS WIFE AS TO AN UNDIVIDED 1/2 INTEREST 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 TYNAN-KOOMPOS PARTNERSHIP dated MAY 1, 1993, secured by a mortgage recorded OCTOBER 31, 1989 in the office of the Recorder of Deeds, COOK County, Illinois, as Document #21516932 conveying to HARRIS BANK WILMETTE N.A., 1701 SHERIDAN ROAD, WILMETTE, IL 60091 certain real estate in COOK County, Illinois described as follows:

LOT 29 IN BLOCK 9 IN PIERCE'S ADDITION TO HOLSTEIN IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

DEPT-01 RECORDING \$23.50

T#8888 TRAN 2886 06/15/93 10:32:00

#7818 # *93-452549

COOK COUNTY RECORDER

FIN: 14-31-315-042

ADDRESS(ES) OF REAL ESTATE: 1670 N. DAMEN AVENUE, CHICAGO, IL

2. The amount remaining unpaid on the indebtedness is \$125,000.00.

3. Said remaining indebtedness of \$125,000.00 shall be paid on or before: MAY 1, 1994 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 MAY 1, 1994, at the rate of PRIME + 1.5 percent per annum, and thereafter until maturity of said principal as hereby extended, at the rate of PRIME + 1.5 per cent annum, and interest after maturity at the rate of 13.9 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 provision 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.

HARRIS BANK WILMETTE N.A.

BY: [Signature]
James P. Svehlik, Asst. V.P.
ATTEST: [Signature]
Lois K. Case, Asst. V.P.

BY: [Signature]
Richard Koompos
BY: [Signature]
Kevin B. Tynan
BY: [Signature]
Susan Tynan

PREPARED BY AND MAIL TO: Helen Kang 1701 Sheridan Rd. Wilmette, IL 60091

93452549

23.50

UNOFFICIAL COPY

OFFICIAL SEAL
SUSAN J WEISBOND
Notary Public, State of Illinois
My Commission Expires 4-1-96

Notary Public
My commission expires:

I, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT JAMES R. SWENSON, ASSISTANT VICE-PRESIDENT of HARRIS BANK MINNETTE, and LOUI R. CAS, ASSOCIANT VICE PRESIDENT of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASST. VICE-PRESIDENT and ASST. VICE-PRESIDENT, 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 of said Corporation, for the uses and purposes therein set forth; and the said ASST. VICE-PRESIDENT 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 1st day of MAY 1993.

Property of Cook County Clerk's Office

STATE OF IL
COUNTY OF Cook
SS.

OFFICIAL SEAL
HELEN U. KANG
Notary Public, State of Illinois
My Commission Expires 12-18-96

Notary Public
My commission expires:

I, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Richard Lombard, an to an undivided 1/2 interest, & Kevin B. Ryan & Susan Ryan, his wife as to an undivided 1/2 interest, personally known to me to be the same person whose names 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 the release and waiver of right of homestead. GIVEN under my hand and official seal this 1st day of MAY 1993.

STATE OF IL
COUNTY OF Cook
SS.

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