

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

93376265

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This Indenture, made this 13th day of April, 1993, by and between Harris Bank Winnetka, N.A.

the owner of the mortgage or trust deed hereinafter described, and American National Bank and Trust Company of Chicago not personally but as Trustee u/t/a dtd. 10/24/86 known as #100385-03 representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"). WITNESSETH:

DEPT-01 RECORDING \$23.50
T00000 TRAN 1318 05/19/93 09:55:00
43802 * -93-376265
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

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 April 13, 1993 secured by a mortgage or trust deed in the nature of a mortgage registered/recorded March 18, 1988, in the office of the Registrar of Titles/Recorder of Cook County, Illinois, in of at page as document No. 3698242 conveying to Harris Bank Winnetka, N.A.

certain real estate in Cook County, Illinois described as follows:

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PARCEL 3:

LOTS 37 AND 38 IN SUBDIVISION OF BLOCK 3 OF BLOCK 18 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.T.N. 14-32-316-038-0000

Property commonly known as 1325-38 W. Concord, Chicago, Illinois.

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the herein made on the part of the Trustee, and at all times, under this instrument, shall be assumed by or shall at any time be assumed or defendable against the Trustee on account of any warranty, liability, representation, covenant, understanding or agreement of the Trustee in this instrument.

- 2. The amount remaining unpaid on the indebtedness is \$ 186,266.81
3. Said remaining indebtedness of \$ 186,266.81 shall be paid on or before June 15, 1993.

and the Owner in consideration of such extension premises 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 15, 1993, at the rate of 9.25% per annum, and hereafter until maturity of said principal sum as hereby extended, at the rate of 9.25% per annum, and interest after maturity at the rate of 18.50% per annum, and to pay both principal and interest in the coin or currency provided for in the mortgage or trust deed hereinafter 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., 520 Green Bay Road, Winnetka, Illinois 60093

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

THOMAS J. BASSETT, Assistant Vice President

JUDITH B. CRAVEN, Assistant Secretary
Julie M. O'Hara, Vice President

This instrument was prepared by James B. McCartney, Harris Bank Winnetka, N.A. 520 Green Bay Rd, Winnetka, IL 60093

MAIL TO:

23-50

UNOFFICIAL COPY

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 _____

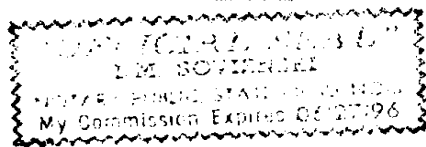
Notary Public

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, L. M. SOVIENSKI

a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____ ASSISTANT SECRETARY
Gregory S. Kasprzyk ~~Second Vice President~~ JUDITH B. CRAVEN
personally known to me to be the same person ~~S~~ whose name ~~S~~ subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged that ~~he~~ signed, sealed and delivered the said instrument as
~~them~~ 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 Illinois }
COUNTY OF Cook } ss.

I, _____ the undersigned

a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____
~~Thomas J. Bassett, Assistant Vice President~~ XXXXXX of ~~Warris Bank~~ Winnetka, N.A.,
and ~~Debra O'Hara, Vice President~~ XXXXXX 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 ~~V.P.~~ and
~~V.P.~~, 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 ~~V.P.~~ XXXXXX 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 13th day of ~~April~~ 19 ~~93~~

Notary Public

Box _____

EXTENSION AGREEMENT

WITH

MAIL TO: