

# UNOFFICIAL COPY

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## EXTENSION AGREEMENT (ILLINOIS)

This Indenture, made this 21st day of JUNE, 1994, by and between HARRIS BANK WILMETTE, N.A., the owner of the mortgage or trust deed herein described, and LASALLE NATIONAL TRUST, N.A., SUCCESSOR TRUSTEE TO LASALLE NATIONAL BANK, AS TRUSTEE, U/Y/A DATED MARCH 20, 1968 AND KNOWN AS TRUST NUMBER 37861 representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ('Owner').

RIDER ATTACHED TO AND MADE A PART OF  
~~(TRANSFER AGREEMENT)~~  
MORTGAGE ~~(EXTENSION AGREEMENT)~~  
~~(ADDITIONAL ADVANCE AGREEMENT)~~

Dated June 21, 1994 Under Trust No. 37861

This instrument is executed LASALLE NATIONAL TRUST, N.A., not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants, and conditions to be performed by LASALLE NATIONAL TRUST, N.A. are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted to be enforceable against LASALLE NATIONAL TRUST, N.A. by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said LASALLE NATIONAL TRUST, N.A., either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon LASALLE NATIONAL TRUST, N.A., personally or as said Trustee, to sequester the rents, issues and profits arising from the disposition thereof; but so far as said trustee and its successors and said LASALLE NATIONAL TRUST, N.A. personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefore and as provided in said note or by action to enforce the personal liability of the guarantor if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environment damage.

including the right to receive... 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 in 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: James F. Swenson, V.P.

ATTEST: Susan J. Weisbond, Loan Officer

See Attached Rider for Trustee's Exoneration Clause  
LaSalle National Trust, N.A. successor trustee to  
LaSalle National Bank as trustee and not personally  
BY: Nancy Steen  
Assistant Vice President

ATTEST: Nancy Steen  
Assistant Secretary

PREPARED BY AND MAIL TO: James F. Swenson, 1701 Sheridan Rd., Wilmette, IL 60091



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SEE RIDER ATTACHED HEREIN AND MAKE A PART HEREOF

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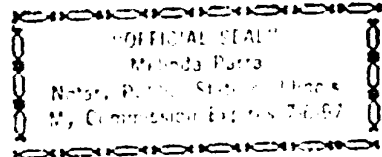
FILE OF RECORDING \$25.00  
INDEXED TRAN 1815 09/09/94 11:13:00  
BOOK # JB \* 21-789837  
COOK COUNTY REC. # 158

STATE OF Illinois      SS.  
COUNTY OF Cook

I, the undersigned \_\_\_\_\_, Rosemary Collins, Assistant Vice  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that President and Nancy A. Stack, Assistant  
personally known to me to be the same person, whose name is \_\_\_\_\_ subscribed to the foregoing instrument, Secretary of LaSalle  
appeared before me this day in person and acknowledged that IT signed, sealed and delivered the said instrument as National Trust,  
ITS free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right N.A.  
of homestead.

GIVEN under my hand and official seal this \_\_\_\_\_ 16th day of August 1994

M. Linda Porter  
Notary Public



My commission expires: \_\_\_\_\_

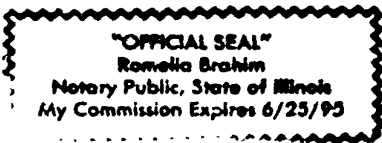
STATE Illinois  
COUNTY OF Cook

I, the undersigned \_\_\_\_\_  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT  
JAMES F. SWENSON, VICE-PRESIDENT of HARRIS BANK WILMETTE, and SUSAN J. WEISBOND,  
LOAN OFFICER of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing  
instrument as such VICE-PRESIDENT and LOAN OFFICER, 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  
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 31st day of August 1994.

Romelia Brahlin  
Notary Public

My commission expires: \_\_\_\_\_



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## LAND TRUST RIDER TO THE MORTGAGE/DEED OF TRUST

This Rider is dated JUNE 21, 1994 and is a part of and amends and supplements the Mortgage/Deed of Trust, ("Security Instrument") of the same date executed by the undersigned ("Trustee") to secure a Note of the same date to HARRIS BANK WILMETTE, N.A. ("Note Holder"). The Security Instrument covers the property described in the Security Instrument and Located at:  
519 PARK DRIVE, KENILWORTH, IL 60043

The Trustee agrees that the Security Instrument is amended and supplemented to read as follows:

- A. The property covered by the Security Instrument (referred to as "Property" in the Security Instrument) includes, but is not limited to, the right of the Trustee or of any beneficiary of the Trust Agreement executed by the Trustee and covering the Property to manage, control or possess the Property or to receive the net proceeds from the rental, sale, hypothecation or other disposition thereof, whether such right is classified as real or personal property.
- B. The entire principal sum remaining unpaid together with accrued interest thereon shall, at the Note Holder's election and without notice, be immediately due and payable if all or any part of the property or any right in the property is sold or transferred without the Lender's prior written permission. Sale or transfer means the conveyance of the Property or any right, title or interest therein, whether legal or equitable, whether voluntary or involuntary, by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three years, lease-option contract, assignment of beneficial interest in land trust or any other method of conveyance of real or personal property interests.
- C. The Trustee warrants that it possesses full power and authority to execute this Security Instrument.
- D. This Security Instrument is executed by the Trustee, not personally but as Trustee in the exercise of the authority conferred upon it as Trustee under Trust Number 37861. The Trustee is not personally liable on the Note secured by the Security Instrument.

By signing this Rider, I agree to all of the above.

See Reverse Side for Trustee's Exoneration Stamp  
LaSalle National Trust, N.A. successor  
TRUSTEE to LaSalle National Bank as trustee  
and not personally under trust no. 37861

Attest: Nancy A. Kack  
Assistant Secretary

By: Roanay Callan  
Assistant Vice President

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