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EXTENSION AGREEMENT (ILLINOIS)

This Indenture, made this 1st day of AUGUST, 1994, by and between HARRIS SANK WILMETTE N.A., the owner of the mortgage or trust deed herein described, and RICHARD SWEITZER, A MARRIED MAN representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"), WITHESSETH:

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal promissory note of notes of RIOCHARD SHEITZER dated JULY 22, 1993 . (the 'Prior Note), as extended and renewed by that certain promissory note of the Borrower of the Borr dated AVGUST 1, 1994 (said note being issued in substitution and replacement for the Prior Note), secured by a mortgage recorded MARCH 25, 1991 in the office of the Recorder of Deeds. COOK County, Illinois, as Document \$91131026 conveying to MARRIS BAMK A PARTY WILMETTE, IL 60091 certain real estate in COOK County, Illinois described as follows: WILMETTE H.A. 1701 SHERIDAN ROAD,

LOT 17 IN BLOCK 4 IN NEST TEP ILWORTH A SUBDIVISION IN THE SOUTH WEST 1/4 OF THE HORTH EAST 1/4 OF SECTION 28) TOWNSHIP 42 HORTH, RANGE 13. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ICLINOIS AND ADDRESS OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ICLINOIS AND ADDRESS OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ICLINOIS AND ADDRESS OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ICLINOIS AND ADDRESS OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ICLINOIS AND ADDRESS OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ICLINOIS AND ADDRESS OF THE THIRD PRINCIPAL MERIDIAN ADDRESS OF THE THIRD PRINCIPAL MERIDIAN AND A

PIN: 05-28-210-009

ADDRESS(ES) OF REAL ESTATE: 547 MELROSE,

**** HARRIS TRUST AND SAVINGS BANK PRINE INTEREST RATE PLUS 3%

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- 2. The amount remaining unpaid on the indebtedness is \$178.600.00.
- 3. Said remaining indebtedness of \$178,600.00 shall be paid of or before: AVGUST 1:1995 and the Owner in consideration of such extension promises and agrees to pay the principal sum secured by soil mortgage on trust deed as and when therein provided, as hereby extended, and to pay interest thereon until AUGUST 1, 1995, at the rate of HARRIS TRUST AND SAVINGS BANK PRIME INTEREST RATE PLUS .25 maturity of said principal as hereby extended, at the rate of HARRIS JUST AND SAVINGS BANK PRIME INTEREST RATE PLUS 25% per cent 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 is such appointment then at HARRIS BANK WILMETTE N.A.
- 4. If any part of said indebtedness or interest thereon be not performance of any other covenant of the Owner shall continue for twenty days, after, write notice thereof, the entire principal sum secured by said nortgage or trust deed, together with the than accrued interest thereon; shoul, 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 pomer 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 are 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 an Amefits 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 personal, 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.

つかますることができ middet telemail HARRIS BANK-WILMENTE

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

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如然名称: 图图 1. NESS 11 6 人名英格兰特别 人名英克尔 法 a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that RICHARD J. SWEITZER personally known to me to be the same person whose name IS subscribed to the foregoing instrument, appeared before me this day in ser on and acknowledged that HE signed, sealed and delivered the said instrument as ITS free and voluntary act, to the uses and purposes therein set forth, including the release and waiver of right of homestead. GIVEN under my hand and official seal tois "OFFICIAL SEAL" My commission expires: Romelia Brahim Notary Public, State of Illinois My Commission Expires 6/25/95 COUNTY- OF a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT JAMES F. SHEHSON, VICE-PRESIDENT OF HARRIS BANK WILHETTE, 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 sold then and there acknowledged that as custodian of the corporate seal of said VICE-PRESIDENT Corporation, he did affix said corporate seal to said instrument as his own free and voluntary act and Notary Publib My commission expires:_ "OFFICIAL SEAL" Romelia Brahim Natary Public, State of Illinois My Commission Expires 6/25/95

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