

94158322

UNOFFICIAL COPY

EXTENSION AGREEMENT (ILLINOIS)

This Indenture, made this 1ST day of FEBRUARY, 1994, by and between HARRIS BANK WILMETTE N.A., the owner of the mortgage or trust deed herein described, and RICHARD J. 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").

WITNESSETH:

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal promissory note or notes of MELLOW BROTHERS PAINTING CO. dated FEBRUARY 1, 1994, secured by a mortgage recorded AUGUST 12, 1993 in the office of the Recorder of Deeds, COOK County, Illinois, as Document #93097364 conveying to HARRIS BANK WILMETTE N.A. 1701 SHERIDAN ROAD, WILMETTE, IL 60091 certain real estate in COOK County, Illinois described as follows:

LOT 22 AND 23 IN BLOCK 1 IN STRAUBE'S ADDITION TO WILMETTE IN SECTION 33, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILL NO'S.

PIN: 05-33-403-022

ADDRESS(ES) OF REAL ESTATE: 216 N. CENTRAL PARK WILMETTE, IL 60091

DEPT-01 RECORDING \$23.50
T#8888 TRIM 6592 02/18/94 09:35:00
#6042 # JB #-94-158322
COOK COUNTY RECORDER

2. The amount remaining unpaid on the indebtedness is \$ 95,000.00.

3. Said remaining indebtedness of \$ 95,000.00 shall be paid on or before: FEBRUARY 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 FEBRUARY 1, 1994, at the rate of PRIME + 0.5 percent per annum, and thereafter until maturity of said principal as hereby extended, at the rate of PRIME + 0.5 per cent annum, and interest after maturity at the rate of P 4.5 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 and delivered this Indenture the day and year first above written.

HARRIS BANK WILMETTE N.A.

BY: [Signature]
James F. Swenson, V.P.

ATTEST: [Signature]
Susan J. Weisford, Loan Officer

[Notary Seal]
BY: [Signature]
RICHARD J. SWEITZER

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



23.50
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STATE OF Illinois SS.
COUNTY OF Cook

I, James F. Swenson
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that
RICHARD J. SWEITZER, A MARRIED MAN

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
HIS 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 February 1994

[Signature]
Notary Public

My commission expires: _____

JAMES F. SWENSON
Notary Public, State of Illinois
N-365490
Cook County
Commission Expires June 25, 1994

STATE OF Illinois SS.
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. WEISSBOND,
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 1st day of February 1994

[Signature]
Notary Public

My commission expires: _____

"OFFICIAL SEAL"
Korralia Brahim
Notary Public, State of Illinois
My Commission Expires 6/25/95

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