

EXTENSION AGREEMENT

THIS EXTENSION AGREEMENT, made this 31 day of December, 1993, by and between HARRIS TRUST AND SAVINGS BANK ("Lender"), the owner and holder of the Note hereinafter described, and JAMES E. BETKE AND MARYELLEN BETKE, HIS WIFE, maker of said Note ("Borrower"), WITNESSETH:

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the Note dated June 30, 1993, in the original amount of \$185,000.00, (the "Note"), secured by a mortgage or trust deed in the nature of a mortgage recorded August 3, 1993, in the office of the Recorder of Cook County, Illinois as document number 93605063 conveying to HARRIS TRUST AND SAVINGS BANK certain real estate in Cook County, Illinois described as follows:

••LOT 128 IN THE SUBDIVISION OF BLOCK 7 IN FAIR OAKS, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS••

Permanent Index Number: 16-06-422-004

which has the address of 530 N. East Avenue, Oak Park, Illinois 60302

2. The amount remaining unpaid on the Note is \$185,000.00.

3. Said remaining indebtedness shall be paid on or before April 1, 1994, (the "extended maturity date") and the Borrower in consideration of such extension promises and agrees to pay the entire indebtedness secured by said Mortgage or Trust Deed as and when therein provided, as hereby extended, and to pay interest thereon until maturity as hereby extended at the rate provided in said Note.

4. If any part of said indebtedness or interest thereon be not paid at the extended maturity date, or if default in the performance or any other covenant of the Borrower shall occur under the Mortgage or Trust Deed, or if any other default shall occur under the Note or Mortgage or Trust Deed, 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 the Note, 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 provisions thereof and of the Note, including the right to declare principal and accrued interest due for any cause specific in said Mortgage or Trust Deed or Note, shall remain in full force and effect except as herein expressly modified, it being the express intent of the parties that the indebtedness heretofore described is not discharged but merely extended pursuant to the terms of this agreement. The provisions of this agreement shall inure to the benefit of any holder of said Note and shall bind the heirs, personal representatives and assigns of the Borrower. The Borrower 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 Borrower consists of two or more persons, their liability hereunder shall be joint and several.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this agreement the day and year first above written.

HARRIS TRUST AND SAVINGS BANK:

By: [Signature] (Seal)
John W. Mulholland
Its Vice President

[Signature] (Seal)
BORROWER
[Signature] (Seal)
BORROWER

ATTEST:
By: [Signature]
Its VICE PRESIDENT

THIS INSTRUMENT WAS PREPARED BY, AND SHOULD BE MAILED TO JOHN W. MULHOLLAND, HARRIS TRUST AND SAVINGS BANK, 111 WEST MONROE STREET, CHICAGO, IL 60603

BOX 333

94225635

[Handwritten initials]

[Handwritten circle]

1993 DEC 31 11 55 AM '93

UNOFFICIAL COPY

Property of Cook County Clerk's Office

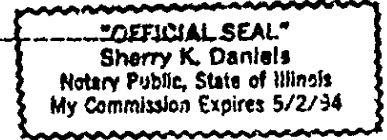
UNOFFICIAL COPY

State of Illinois)
County of Cook)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT, James E. Betke and Maryellen Betke, his wife, personally known to me to be the same person(s) whose name(s) 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 release and waiver of right of homestead.

GIVEN under my hand and notarial seal this 8th day of March 1994.

Sherry K. Daniels
Notary Public

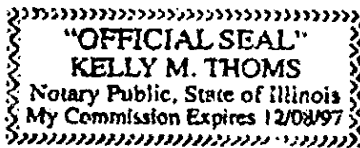


State of Illinois)
County of Cook)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that John W. Mulholland, Vice President of HARRIS TRUST AND SAVINGS BANK and Joseph J. McVicker, Assistant 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 Vice President and Assistant 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 and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said Assistant Vice President then and there acknowledged that, as custodian of the corporate seal of said Corporation, she/he did affix said corporate seal to said instrument as her/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 notarial seal this 8th day of March 1994.

Kelly M. Thoms
Notary Public



CLERK'S Office
MARCH 11 PM 12:13
FILING FOR RECORDS

94225635

94225635

UNOFFICIAL COPY

Property of Cook County Clerk's Office