

EXTENSION AGREEMENT

THIS EXTENSION AGREEMENT, made this 15th day of January, 1994, by and between HARRIS TRUST AND SAVINGS BANK ("LENDER"), the owner and holder of the Note hereinafter described, and Charles A. Kelly, divorced, Edward Paluga, married, John W. Trimble, married and John Bernauer, makers of said Note ("Borrower"), WITNESSETH:

MIDLAND TITLE INFO
321439

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the Note dated January 4, 1991, in the original amount of \$79,000.00 (the "Note"), secured by a Mortgage or Trust Deed in the nature of a mortgage recorded June 4, 1991, in the office of the Recorder of Cook County, Illinois as document number 91267376 conveying to HARRIS TRUST AND SAVINGS BANK certain real estate in Cook County, Illinois described as follows:

UNIT 403 IN ASBURY DOBSON CONDOMINIUM, TOGETHER WITH AN UNDIVIDED PERCENT INTEREST IN THE COMMON ELEMENTS AS DEFINED AND DELINEATED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 90-604987, IN LOT 1 IN HERBERT M. ROSENTHAL'S CONSOLIDATION OF LOTS 3, 4, 5, 6, 7 AND 8 (EXCEPT THAT PART OF SAID LOTS LYING EAST OF A LINE PARALLEL WITH AND 40 FEET WEST OF THE EAST LINE OF SECTION 25 TAKEN FOR STREET PURPOSES) IN ARTHURS DUNAS HOWARD AVENUE SUBDIVISION OF THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF THE NORTH 45 ACRES HEREOF AND EAST OF THE EAST LINE OF THE WEST 6.358 ACRES OF THE EAST 16.358 ACRES OF THE SOUTH 32.506 ACRES OF THE SAID NORTHEAST 1/4 OF SAID SECTION 25 ACCORDING TO PLAT THEREOF, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 10-25-223-083

DEPT-01 RECORDING \$29.00
T#0011 TRAM 1165 04/08/94 13:25:00
4022 + *-94-316737
COOK COUNTY RECORDER

COMMON ADDRESS: 128 Asbury Ave., #403, Evanston, Illinois 60202

2. The amount remaining unpaid on the Note is \$71,000.00.

3. Said remaining indebtedness shall be paid on or before January 15, 1997 (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 of 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 the provisions thereof and of the Note, including the right to declare principal and accrued interest due for any cause specified 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 with respect to said real estate. If the Borrower consists of two or more persons, their liability hereunder shall be joint and several. This agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one instrument.

MAIL TO: BOX 352

This instrument prepared by and after recording return to: Sue Remegi, Harris Trust and Savings Bank, 111 West Monroe Street, Chicago, IL 60603

2900

UNOFFICIAL COPY

Property of Cook County Clerk's Office

150157016

UNOFFICIAL COPY

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

BORROWER:

By: David J. Varnerin
David J. Varnerin
Its: Vice President

Charles A. Kelly
Charles A. Kelly

ATTEST:
By: Joselyn L. McVicker
JOSYLN L. McVICKER
Its: VICE PRESIDENT

John W. Trimble
John W. Trimble

Edward Paluga

John Bernauer

This instrument prepared by: Sue Remegi, Harris Trust and Savings Bank,
111 West Monroe Street, Chicago, IL 60603

Property of Cook County Clerk's Office

5/15/2007

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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

BORROWER:

By: David Varnier
David J. Varnier
Its: Vice President

Charles A. Kelly

ATTEST:

By: Joseph L. Mulvaney
JOSEPH L. MULVANEY
Its: VICE PRESIDENT

John W. Trimble

Edward Paluga
Edward Paluga

John Bernauer

This instrument prepared by: Sue Remegi, Harris Trust and Savings Bank,
111 West Monroe Street, Chicago, IL 60603

Property of Cook County Clerk's Office

91315733

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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

BORROWER:

By: David J. Varnérin
David J. Varnérin
Its: Vice President

Charles A. Kelly

ATTEST:

By: Joseph L. Hillman
JOSEPH L. HILLMAN
Its: VICE PRESIDENT

John W. Trimble

Edward Paluga

John Bernauer
John Bernauer

This instrument prepared by: Sue Remegi, Harris Trust and Savings Bank,
111 West Monroe Street, Chicago, IL 60603

Property of Cook County Clerk's Office

9/23/03

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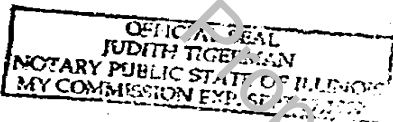
Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Judith Tigerman, a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Charles A. Kelly, Edward Paluga, John W. Trimble and John Bernauer, personally known to me to be the same persons whose names 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 the release and waiver of right of homestead.

GIVEN under my hand and notarial seal this 4th day of April, 1994.



Judith Tigerman
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Milda M. Tallat-Kelpsa, a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT David J. Varnerin Vice President of HARRIS TRUST AND SAVINGS BANK and JOSEPH L. McILWINE of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as their Vice President and 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 VICE PRESIDENTS then and there acknowledged that, as custodian on the corporate seal of said Corporation, she/he did affix said corporate seal to said instrument as he/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 14TH day of APRIL, 1994.

Milda M. Tallat-Kelpsa
Notary Public



RECORDED

Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE
100 N. LAUREL ST. CHICAGO, IL 60602
TEL: (773) 309-3000 FAX: (773) 309-3001
WWW.COOKCOUNTYCLERK.COM