Interestion Agreement (Illinois)

Indenture, made this 30th day of (Illinois)

Output

April 1996 ,by and	
between	
Harris Bank Barrington, N.A.	
3.4	DEPT-01 RECORDING \$25.50
74	. T#0003 TRAN 2135 07/17/96 16:33:00
the owner of the mortgage or trust deed	\$7574 \$ MC *-96-546395
hereinafter described, and Harris Bank	, COOK COUNTY RECORDER
Palatine, N.A. F/K/A Suburban National	
Bank of Palatine, as Trustee of Trust	
Agreement dtd 02-24-89 known as Trust #54/8	
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 FIFTY SEVEN THOUSAND TH	IRTY DOLLARS AND NO/100(\$57,030.00)
	red by a mortgage or trust deed in the nature of a mortgage registered\
recorded 04-23-90 in the	
Illinois, in of a	
	t page as document No. 95290447 and conveying to
Harris Bank Barrington, N.A.	
certain real estate inOok	County, Illinois described as follows:
5 100 T 1 T 1 T 1 T 1 T 1 T 1 T 1 T 1 T 1	THE ADTINUE T. MOTHEROCH AND COMPANYIC DALATINE CADMO
	' IN ARTHUR T. MCINTOSH AND COMPANY'S PALATINE FARMS,
BEING A SUBDIVISION IN THE LEST HALF	OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 42
NORTH, RANGE 10 EAST OF THE CHIRD PE	RINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING
FROM THE AROVE DESCRIBED PARCEL TAK	KEN AS A WHOLE, THE WEST 17 FEET THEREOF (EXCEPT THE
EAST 16 FEET OF THE SOUTH 93.21 FEET	CLE NO A MIOCE, THE MEDI IN TEEL THEMEDI TENDELL THE
EAST TO FEET UP THE SOUTH 93.2 F2F	•
2.22 0 THE MEST 400 SEET OF THE A	LOTE ACA TO FEET OF LOT O IN ADTINID T MOINTOCH AND
PARCEL 2: THE WEST 120 FEET OF THE M	URTH 164.79 FEET OF LOT 8 IN ARTHUR T MCINTOSH AND
COMPANY'S PALATINE FARMS, BEING A SU	PDIVISION IN THE WEST HALFOF THE SOUTHWEST QUARTER
OF SECTION 15, TOWNSHIP 42 NORTH, RA	ANGE 1D EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
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WEST 11 FEET THEREOF.	THIS INSTRUMENT WAS PREPARED BY BARBARA S. TAYLOR
WEST 11 FEET THEREOF.	THIS INSTRUMENT WAS PREPARED BY BARBARA S. TAYLOR HARRIS BANK BARRINGTON N. A
:	THIS INSTRUMENT WAS PREPARED BY BARBARA S. TAYLOR HARRIS BANK BARRINGTON N. A. 201 S. GROVE STREET
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4. If any past of said indebedness or interest element by inexpandent the modurity 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 provisions 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, sealed and delivered this indenture the day and ""
year first above written.

	OLL ENDOLFATURE RIDER ATTACHED
	HERETO AND MADE A PART HEREOF
<u> </u>	
	HARRIS BANK PALATIME, N.A. not personally,
	-but sulely as Trustee/under
	55/10
· (),	Trust No.
	A Starts
	Ponelogo Myddins, Aset Xipo Eropidont & LTO
CVA.	ATTEST: MINERALLY STATES
	Donna M. Rovins Land Trust Officer
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· ();c	
COUNTY OF COOK-)	
) SS	
STATE OF ILLINOIS)	
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	y Public in and for said County, in the state aforesaid, DO
HERBY CERTIFY, THAT Foreign M. Johns, Asst. Vice Preside	1.8 TO 5 Donna W Kerins, Land Trust Officer
personally known to me to be the same person 5 whose	
ppeared before me this day in person and acknowledged	that _n o/ signed, sealed and delivered the said
instrument as their free and voluntary act, for the us	es and purposes therein set forth; including the release and
wiver of rights of homestcad.	
3	
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Given under my hand and Notarial Seal this 25th day of	((kex: 1901.
Given under my hand and recental bear and 1907 day of	96546395
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	Que la
<u>-</u>	Jean D. Howaran
	Notary Public
	geographicocontration of
	. § "OFFICIAL SEAL" 🦠
	🖁 JEAN S. BIANCHI 🔅
	Notary Public, State of Illinois
	My Commission Expires 5/5/98
	* Books of the second contraction

UNOFFICIAL COPY

EXCULPATORY · RIDER

96546395

This instrument is executed by the Harris Bank Palatine, N.A. as Trustee under the provisions of a Trust Agreement dated 9-34-89, and known as Trust no. 5478, not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and Harris Bank Palatine, N.A. war ants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and befive a the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, indertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Harris Bank Palatine, N.A. in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against the Harris Bank. Palatine, N.A. on account of any representation. Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existant Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing pies interest bereunder) either express or implied or arising in any way out of the transaction in connection with which this languagement is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (in Juding any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a risht of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, dama les, closts of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in conjection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of deemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict Letwier, the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

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