

Extension Agreement (Illinois)

96546336

This Indenture, made this 15th day of April 1996, by and between Harris Bank Barrington, N.A.

the owner of the mortgage or trust deed hereinafter described, and Harris Bank Palatine, N.A. F/K/A Suburban National Bank of Palatine, as Trustee of Trust Agreement DTD 02-24-89 known as Trust #5478 representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"), WITNESSETH:

DEPT-01 RECORDING \$25.50
T40003 TRAN 2135 07/17/96 16:34:00
\$7575 MC \*-96-546396
COOK COUNTY RECORDER

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal promissory note or notes of FIFTY THOUSAND DOLLARS AND NO/100 (\$50,000.00) dated 11-22-95, secured by a mortgage or trust deed in the nature of a mortgage registered recorded in the office of the Registrar of Titles/Recorder of Cook County, Illinois, in of at page as document No. conveying to Harris Bank Barrington, N.A.

certain real estate in Cook County, Illinois described as follows:

PARCEL 1: THE WEST 120 FEET OF LOT 7 IN ARTHUR T. MCINTOSH AND COMPANY'S PALATINE FARMS, BEING A SUBDIVISION IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING FROM THE ABOVE DESCRIBED PARCEL, TAKEN AS A WHOLE, THE WEST 17 FEET THEREOF (EXCEPT THE EAST 16 FEET OF THE SOUTH 93.21 FEET.

PARCEL 2: THE WEST 120 FEET OF THE NORTH 164.73 FEET OF LOT 8 IN ARTHUR T. MCINTOSH AND COMPANY'S PALATINE FARMS, BEING A SUBDIVISION IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING FROM THE ABOVE DESCRIBED PARCEL, TAKEN AS A WHOLE, THE WEST 11 FEET THEREOF.



THIS INSTRUMENT WAS PREPARED BY BARBARA S. TAYLOR HARRIS BANK BARRINGTON N.A. 201 S. GROVE STREET BARRINGTON ILLINOIS 60010

96546396

Permanent Real Estate Index Number(s): 02-15-300-015

Address(es) of real estate:

- 2. The amount remaining unpaid on the indebtedness is \$ 50,000.00
3. Said remaining indebtedness shall be payable in monthly installments of \$1,031.87 beginning 06-15-96 and shall be paid in full on or before 06-15-01; Payment of interest only due 05-15-96.

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 06-15-01 at the rate of 8.75 per cent per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of 8.75 per cent per annum, and interest after maturity at the rate of 8.75 per cent per annum, and to pay both principal and interest in the coin or currency provided for in the 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 Barrington, N.A.

Handwritten marks and numbers at bottom right



# UNOFFICIAL COPY

## EXCULPATORY RIDER

This instrument is executed by the Harris Bank Palatine, N.A. as Trustee under the provisions of a Trust Agreement dated 2-24-89, 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. warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings 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 representations, 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 plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including 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 right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature, including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection 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 redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between 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.

96546396