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COOK COUNTY RECORDER

**EXTENSION AGREEMENT** 

THIS EXTENSION AGREEMENT, dated as of this 30th day of November, 1995, by and between HARRIS TRUST AND SAVANCS BANK ("Lender"), the owner and holder of the Note hereinafter described, and Rebocca A. Meyers married to David Neyers, 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 February 21, 1995, in the original amount of \$500,000.00 (the "Note"), secured by a Mortgage or Trust Deed in the nature of a mortgage recorded March 1, 1995, in the office of the Recorder of Cook County, Illinois as document number 95-150868 conveying to HARRIS TRUST AND SAVINGS BANK certain real estate in Cook County, Illinois described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF:

PERMANENT INDEX NUMBER: 18-07-115-029

COMMON ADDRESS: 620 Woodside Lane, Hinsdale, Illinois 60521

- 2. The amount remaining unpaid on the Note is \$500,000.00
- 3. Said remaining indebtedness shall be paid on or before August 30, 1996 (the "extended maturity date") and the Borrower in consideration of such extension promises and agrees to pay the entire indebtedness secured by said Morrgage 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 inhebtedness 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 secund by said Mortgage or Trust Deed, together with the then accrued interest thereon, shall, without notice, at the or too 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 This instrument prepared by: Carolyn Gillies, Harris Trust and Savings Bank, 111 West Monroe Street, 3E Chicago, IL 60603

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# 96069466

### **UNOFFICIAL COPY**

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.

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

HARRIS TRUST AND SAVINGS DANK

Paula S. Carlin

Its: Vice President

ATTEST

Margarette M. Lawless

Its: Vice President

BORROWER:

Rebecca A. Meyers

1x Coot County Clart's Office

**David Meyers** 

# 96069466

#### **UNOFFICIAL COPY**

STATE OF	Saha	)	
COUNTY OF Black		)	\$5

I. Merchant State aforesaid, DO HEREBY CERTIFY THAT Rebecca A. Meyer and David Meyers, 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 inder my hand and notarial seal this // day of gen., 19/4

Marquete Sauce Ref Notary Public

STATE OF ILLINOIS )

COUNTY OF COOK ;

CERTIFY THAT Paula S. Carlin Vice President of HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation and Margarette M. Lawless 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 Presidents, 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 President then and there acknowledged that, as custodian on the corporate seal of said Corporation, she did affix said corporate seal to said instrument as her own free and voluntary act and as the free and coluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this it day of January, 1970

"OFFICIAL SEAL"

Carolyn Gillies

Notary Public, State of Illinois >
My Commission Expires 08/11/99

Notary Public

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#### **EXHIBIT A**

PARCEL 1: THAT PART OF LOT 1 IN BLOCK 4 IN HIGHLANDS BEING A SUBDIVISION OF THE NORTH WEST 1/4 AND THE WEST 800 FEET OF THE NORTH 144 FEET OF THE SOUTH WEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 6, 1891 AS DOCUMENT NUMBER 1569674 IN BOOK 51 OF PLATS PAGE 41 IN COOK COUNTY. ILLINOIS, LYING EASTERLY OF A LINE EXTENDED FROM A POINT IN THE SOUTH LINE OF SAID LOT 1 THAT IS 163 FEET NORTH EAST OF THE SOUTH WEST CORNER OF SAID LOT! (AS MEASURED ALONG THE SOUTHERLY LINE OF SAID LOT 1) AND THROUGH A POINT IN THE SOUTHERLY LINE OF WOODSIDE AVENUE THAT IS THE POINT OF INTERSECTION OF A LINE THAT IS 183 FFET EASTERLY (MEASURED AT RIGHT ANGLES) FROM THE WESTERLY LINE OF SAID LOT I WITH THE SOUTHERLY LINE OF SAID WOODSIDE AVENUE AND LYING WESTERLY OF A LINE THAT IS 275 FEET EASTERLY (MEASURED AT RIGHT ANGLES) FROM THE WESTERLY LINE OF SAID LOT I IN COOK COUNTY, ILLINOIS.

**ALSO** 

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PARCEL 2: THAT PART OF LOT (EXCEPT THE WEST 275 FEET THEREOF MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE) IN BLOCK 4 IN HIGHLANDS BEING A SUBDIVISION OF THE NORTH WEST 1/4 AND THE WEST 800 FEET OF THE NORTH 144 FEET OF THE SOUTH WEST 1/4 OF SECTION 7. TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN. ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 6, 1891 AS DOCUMENT NUMBER 1569674 IN BOOK 51 OF PLATS PAGE 41 IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH WEST CORNER OF THE ABOVE DESCRIBED TRACT FOR A POINT OF BEGINNING, THENCE EASTERLY A DISTANCE OF 50 FLET ON THE SOUTH LINE OF WOODSIDE AVENUE. THENCE SOUTH ON A STRAIGHT LINE TO A POINT ON THE WESTERLY LINE OF THE ABOVE DESCRIBED TRACT 75 FEET SOUTHEASTERLY FROM THE NORTH WEST CORNER OF SALE TRACT THENCE NORTHWESTERLY 75 FEET TO THE POINT OF BEGINNING, ALIAN COOK COUNTY, ILLINOIS. Dr. Co

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