CAUTION. Consult a lawyer before using or acting under this Ail warrantee, includent merchantables, and female, are each

This Indenture, made this 31st day of October լյց 88 _{Եջ} and between HARRIS BANK WINNETKA N.A.

3756611

the owner of the mortgage or trust deed hereinafter described, and Michael T, Kozel and Laura Kozel, husband and wife

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 HARRIS BANK WINNETKA N.A.

Above Space For Recorder's Use Only

dated October 31, 19 88 secured by a mortgage or trust deed in the nature of a mortgage registered/recorded Cook County, Illinois, in January 6 , 13 88 the office of the Registrar of Titles/Recorder of as document No. 3679194 at page conveying to

Harris Bank Winnecka N.A.

certain real estate in Coc.

County, Illmois described as follows:

VACANT NO COMMON STREET APPRESS ASSIGNED AS OF YET.

P.T.N. 0208100002

00-08-10-5002

*THE LENDER'S PRIME INTEREST RATE AS IT EXISTS FROM TIME TO TIME PLUS 2,00%. HOWEVER, UPON MATURITY, DEFAULT OR DEMAND THE PER ANNUM RATE OF INTEREST WILL INCREASE TO PRIME PLUS 3,00%.

- 50,000.00 2. The amount remaining unpaid on the indebtedness is \$
- 3. Said remaining indebtedness of \$ 50,000,00

shall be paid on or before

October 31, 1989

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 in rest thereon until October 31,

 19 89 at the rate of Phose of per annum, and thereafter until maturity of and principal sum as hereby extended, at the rate of Phose of per annum, and interest after maturity at the rate of Phose of per annum, and to pay both principal and interest in the coin or currency provided for in 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 Lings to time in writing and in default of such appointment then at HARRIS BANK WINNETKA N.A. 20 CHEEN BAY ROAD appoint, and in default of such appointment then at WINNETKA, ILLINOIS 60093
- 4. If any part of said indebtedness or interest thereon be not paid at the maturity thereof as herein provided, or if default in the performance of any other covenant of the Owner shall continue for twenty days after witten 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 pagties hereto have signed, sealed and delivered this indenture the day and year first above written.

x Machael / Non Michael T. Kozel

(SEAL)

aure Laura Kozel

Roy & Gibson, Asst. Vice Pres.

Ann T. Tyler, Ass't. Vice Pres.

This instrument was prepared by

Eric A. Berg, Harris Bank Winnetka N.A., Winnetka, Il HNAME AND ADDRESS)

UNOFFICIAL COPY

STATE OF Illinois		
COUNTY OF COOK		
 undersigned Notary Public in and for said County in the State aforesaid, D 	OO HEREBY CERTIFY that	
michael T. Kozel and Laura Roze personally known to me to be the same person so whose na appeared before me this day in person and acknowledged that their free and voluntary act, for the uses and purposes the	me are subscribed to the hey signed, sealed and deliver	ne foregoing instrument, red the said instrument as
GIVEN under my hand and official seal this 31st **Note 10 to 1 t	May D M4	1088 .
STATE OF		
COUNTY OF \\		
a Notary Public in and for said County in the State aforesaid, D	O HEREBY CERTIFY that	
personally known to me to be the same person—whose nar appeared before me this day in person and acknowledged that		e foregoing instrument.
free and voluntary act, for the uses and purposes the homestead.	erein set forth, including the rele	ase and waiver of right of
GIVEN under my hand and official see this	day of	19
0/	Notary P	ublic
STATE OF FIGURES		
COUNTY OF COOR		
1. He cordered near	O W PERM CERTIFICAL.	•
a Notary Public in and for said County in the State aforesaid, De and Rey (1985), Place (1985), Plac	oneresy CERTIFY that resident of Market Service sections of said Corporation, which	Wire - NA.
to me to be the same persons whose names are subscribed to the large subscribed subscribed to the large subscribed subscrib	he foregoing in trument as such	/3:/ will and
delivered the said instrument as their own free and voluntary act the uses and purposes therein set forth; and the said Assay	and as the free and voluntary act	of said Corporation, for
custodian of the corporate seal of said Corporation, he did affix voluntary act and as the free and voluntary act of said Corporati	said corporate seal to said instrui	ment as his own free and erein set forth.
GIVEN under my hand and official seal this 2/3-	day of Carrieris	19.65
स्त्राप्तक के जन कार्या । व्यक्तिकारिक के लिए	Mary D May	₹ÇX Hağ
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