

**CAUTION:** Consideration of performance of actions set forth in this form. Neither the preparation nor the delivery of this form makes it a valid or binding instrument or document for legal purposes.

This Indenture, made this 21st day of January, 1992, by  
and between Devon Bank, an Illinois Banking  
Corporation,

the owner of the mortgage or trust deed hereinafter described, and  
First National Bank of Northbrook, a/b/a/t 453 and 454 AND First  
Chicago Trust Company of Illinois as successor trustee to Oak Park  
Trust & Savings Bank Trust No. 5253, 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  
First National Bank of Northbrook, a/b/a/t 453 and 454 AND First  
Chicago Trust Company of Illinois as successor trustee to Oak Park  
Trust & Savings Bank Trust No. 5253,  
dated May 1, 1991 secured by a mortgage or trust deed in the nature of a mortgage registered/recording  
May 1, 1991, in the office of the ~~REGISTERED RECORDER~~ Recorder of Cook County, Illinois, in  
6445 N. Western, Chicago, Illinois at page \_\_\_\_\_ as document No. 91203323 conveying to Devon Bank,

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

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

Above Space For Recorder's Use Only

Permanent Real Estate Index Number(s): 11-13-403-002; 11-19-220-006; 11-19-401-022

Address(es) of real estate: 1515 Chicago Ave., 911 Chicago Ave., 327 Chicago Ave., Evanston, IL

2. The amount remaining unpaid on the indebtedness is \$ 200,000.00

3. Said remaining indebtedness of \$ 200,000.00 shall be paid on or before March 31, 1992.

The provision noted upon the reverse side of this sheet is a part of this instrument.

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 at the rate of \* per cent per annum and interest after maturity of said principal sum as hereby extended, at the rate of \*\* per cent per annum, and interest after maturity at the rate of \*\*\* per cent 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, as 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 Devon Bank, 6445 N. Western, Chicago, IL 60643.

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 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, \* Two percent in excess of Lender's interest rate, \*\* Five percent in excess of Contract interest rate, upon NATIONAL BANK OF CHICAGO (SEAL) CHICAGO, ILLINOIS, a/b/a/t 5253, and not personally by: Peter J. Cole.

Attest: Peter J. Cole

This instrument was prepared by Paul Yunker, Devon Bank, 6445 N. Western, Chicago, IL 60643.

Vice President  
Attorney  
Assistant Secretary

2950

92146387  
Property of Cook County Recorder's Office

RECORDED  
IN THE RECORDER'S OFFICE  
AND MADE A PART  
OF THE RECORD

# UNOFFICIAL COPY

STATE OF

COUNTY OF

I,  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that

personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as 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 official seal this \_\_\_\_\_ day of

19\_\_\_\_

Notary Public

STATE OF

COUNTY OF

I,  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that

personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as 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 official seal this \_\_\_\_\_ day of

19\_\_\_\_

Notary Public

STATE OF *ILLINOIS*

COUNTY OF *COOK*

I, *ROBERT C. VISCONTI*

a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that

*James A. Kiel*, Vice President of **FIRST CHICAGO TRUST COMPANY OF ILLINOIS** and *Dennis John Carrara*, Assistant Secretary 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 President and Assistant Secretary

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 **Assistant Secretary** Secretary thereof, and there acknowledged that, as custodian of the corporate seal of said Corporation, he did affix said corporate seal to said instrument as 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 official seal this

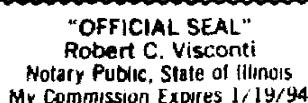
27th

day of

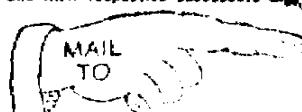
1994

*Robert C. Visconti*

Notary Public



This agreement is signed by **FIRST CHICAGO TRUST COMPANY OF ILLINOIS** not individually but solely as Trustee under a certain Trust Agreement known as Trust No. 1213.  
Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of any trust property which may be held thereunder, and said Trustee shall not be personally liable for the performance of any of the terms and conditions of this agreement or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of **FIRST CHICAGO TRUST COMPANY OF ILLINOIS** is hereby expressly waived by the parties hereto and their respective successors and assigns.



GEORGE E. COLE  
LEGAL FORMS

Box

EXTENSION AGREEMENT

WITH

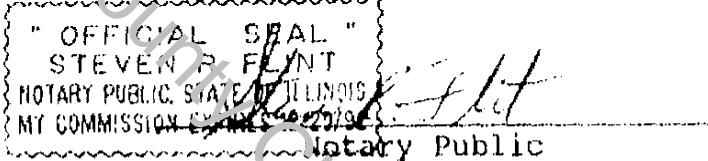
MAIL TO  
Citicorp Center  
330 N. Wabash Ave.  
Chicago, Illinois 60645

# UNOFFICIAL COPY

STATE OF ILLINOIS  
COUNTY OF COOK

I, Steven R. Flint, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Marti K. Marra, Asst. Vice President of FIRST NATIONAL BANK OF NORTHBROOK and Diane E. Brockhoff, Assistant Trust Officer thereof, personally known to me to be the name persons whose names are subscribed to the foregoing instrument as Asst Vice President and Assistant Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrumnet as their own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and Assistant Trust Officer did also then and there acknowledge that she as custodian of the corporate seal of said Bank did affix said instrument as her own free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28th day of February A.D. 1992.



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HEREOF.

BY PROVISIONS ATTACHED

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It is agreed by the undersigned that notwithstanding, that such may all of the wherables, beneficiaries, representations, agreements, undertaken by the Testator in this instrument, hereinabove, on the part of the Testator will in turn purporting to be the wherables, beneficiaries, representations, agreements, undertaken and agreements of said Trustee are notwithstanding, such and every one of them, such has intended that no personal warranties, indemnities, representations, warranties, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only the portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the name of the trustee eminferred herein to as such trustee and that no personal liability or personal responsibility is assumed by personal at any time for asserted or otherwise against the First National Bank of Northbrook or any of the beneficiaries under said trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

MADE AND MADE  
SUBJECT TO THE LAWS OF ILLINOIS

# UNOFFICIAL COPY

LEGAL DESCRIPTION ATTACHED HERETO  
AND EXPRESSLY MADE A PART THEREOF

- Parcel 1: Lots 9 and 10 in Block 35 in Evergreen in the South Park District of Section 19, Township 41, Range 10,  
Parcels 14 East of the Third Principal Meridian in Cook County, IL.  
Property address: 1515 Chicago Ave., Evergreen, IL  
PAR: 11-19-001-022
- Parcel 2: The South Eashtly 1/2 of Lot 4 in Block 2 in Gilson, East and Green's Addition to Evergreen in  
Section 19, Township 41, Range 14 East of the Third Principal Meridian in Cook County, IL.  
Property address: 911 Chicago Ave., Evergreen, IL  
PAR: 11-19-001-033
- Parcel 3: Lots 5, 6, 7 and 8 East of 1/4th the lot of a lot beginning at the West Line of said lots on  
1/2 of section 19, Township 41, Range 14 East of the Third Principal Meridian in Cook County, IL, also  
the West Line of said lots 5, 6, 7 and 8/4th another 80 feet from the North West corner of said lots, also  
80 feet N. 1/4th the lot from the North West corner of the 1/4th lot of said lots in Block 11 in  
Gilson, East and Green's Addition to Evergreen, in the North 1/2 of the South Park 1/4th of Section 19, Township 41  
Range 14 East of the Third Principal Meridian in Cook County, IL.  
Property address: 671 Chicago Ave., Evergreen, IL  
PAR: 11-19-001-022-000

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MAIL TO:

**Devon Bank**  
6446 N. Cicero Ave.  
Chicago, Illinois 60645