

EXTENSION AGREEMENT
(ILLINOIS)

UNOFFICIAL COPY

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including those of merchantability and fitness, are waived.

This Indenture, made this 31st day of March, 1992, by
and between Devon Bank, an Illinois Banking
Corporation

the owner of the mortgage or trust deed hereinafter described, and
let National Bank of Northbrook, a/t/u/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
1st National Bank of Northbrook, a/t/u/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/recorded
May 3, 1991, in the office of the Registrar of Titles/Recorder of Cook County, Illinois, in
of _____ at page _____ as document No. 91207322 conveying to
Devon Bank, 6445 N. Western, Chicago, Illinois,

SEPT-01 RECORDING 134,500
144555 TRAK 6155 03/00/92 1412110
12986 10 *-92-209900
COOK COUNTY RECORDER

92209900

Above Space For Recorder's Use Only

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

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

PIE: 11-13-403-001; 11-19-270-006; 11-19-401-022
Address: 1515 Chicago Ave., 911 Chicago Ave., 817 Chicago Ave., Evanston, Illinois

Trustee's Extension Rider Attached Hereto And Made A Part Thereto.

- 2. The amount remaining unpaid on the indebtedness is \$ 1,000,000.00
- 3. Said remaining indebtedness of \$ 1,000,000.00 shall be paid on or before May 1, 1992

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~~ ~~XXXXXX~~ ~~XXXXXX~~ ~~XXXXXX~~
~~XXXXXX~~ at the rate of ~~XXXXXX~~ per cent per annum, and thereafter ~~until~~ maturity of said principal sum as hereby extended, at
the rate of ~~XXXXXX~~ per cent per annum, and interest ~~until~~ maturity at the rate of ~~XXXXXX~~ per cent per annum, and to pay both
principal and interest in the coin or currency provided for in the mortgage or trust deed as 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 Devon Bank, 6445 N. Western, Chicago, Ill.

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
just above written, ~~Five percent~~ in excess of Under 91 Prime Rate.

BY National Bank of Northbrook (SEAL) BY First Chicago Trust Company of (SEAL)
BY Walter D. Murphy, CEO BY John J. [Name]
BY Alvin E. [Name] BY [Name] Vice President

The instrument was prepared by [Name] of [Address]

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that James W. Ernsting, Assistant Vice President of First Chicago Trust Company of Illinois and Dennis John Carrara, Assistant Secretary/Trust Officer of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary/Trust Officer 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 Company, for the uses and purposes therein set forth; and the said Assistant Secretary/Trust Officer did also then and there acknowledge that he, as custodian of the corporate seal of said Company, did affix the said corporate seal of said Company to said instrument as his own free and voluntary act, and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 31st. day of March, 19 92.

"OFFICIAL SEAL"
Margaret O'Donnell
Notary Public, State of Illinois
My Commission Expires 5/10/93

Margaret O'Donnell
Notary Public

STATE OF _____
COUNTY OF _____

ss.

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 _____

ss.

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

_____, President of _____
and _____ 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 _____ and _____, 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 _____ Secretary 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 _____ day of _____ 19 _____

Notary Public

GENERAL DOCUMENT EXONERATION RIDER

This document is executed by First Chicago Trust Company of Illinois, not personally but as Trustee under Trust No. 5253, as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness arising thereunder or to perform any covenants, either expressed or implied including but not limited to warranties, indemnifications and hold harmless representations in said document full such liability, if any being expressly waived by the parties hereto and their respective successors and assigns and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment of enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

Trustee's Exoneration Rider Attached Herein And Needs A Part Thereto.

BOX

EXTENSION AGREE

WITH

Devon Bank
1200 N. Dearborn St.
Chicago, Ill. 60610

Devon Bank
1200 N. Dearborn Ave
Chicago, Illinois 60610

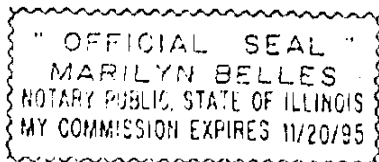
GEORGE E. COLE
LEGAL FORMS

UNOFFICIAL COPY

STATE OF ILLINOIS
COUNTY OF COOK

I, Marilyn Belles, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Carol A. Pumphrey, Exec. Vice President of FIRST NATIONAL BANK OF NORTHBROOK and Diane A. Brockhoff, Assistant Trust Officer thereof, personally known to me to be the name persons whose names are subscribed to the foregoing instrument as Exec. Vice President and Assistant Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument 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 21st day of March A.D. 1992.



Marilyn Belles
Notary Public

Cook County Clerk's Office

11/20/95

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SUBJECT TO THE
HEREIN AND MAPS

It is expressly understood and agreed by and between the parties hereto, hereby
herein to the contrary notwithstanding, that each and all of the warrants,
warrants, representations, covenants, undertakings and agreements herein made
on the part of the Tenant while in force and effect shall be the warrants, undertakings,
representations, covenants, undertakings and agreements of said Tenant and
nevertheless each and every one of them, and all intended not as personal
warrants, representations, covenants, undertakings and agreements but as personal
warrants, representations, covenants, undertakings and agreements made by the Tenant or for the purpose or with the intention of binding said Tenant
personally but are made and intended for the purpose of binding only the portion
of the Trust property specifically described herein, and the intention is expressed
and delivered by said Tenant and in the event of the exercise of the
powers conferred upon it as such Trustee; and that no personal liability or personal
responsibility is assumed by or shall at any time be asserted against said Trust
the First National Bank of Washington or any of the members thereof, and the said Trust
Agreement, on account of the instrument or any warranty, liability, indemnity,
representation, covenant, undertaking or agreement of the said Trust or in the
instrument contained, either expressed or implied, all such personal liability, if any,
being expressly waived and released.

01051886

COMPENSATORY PROVISIONS ATTACHED
A PART HEREOF

Property of County Clerk's Office

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LEGAL DESCRIPTION ATTACHED HERETO
AND EXPRESSLY MADE A PART HEREOF

- Parcel 1: Lots 9 and 10 in Block 25 in Eversten in the South East Quarter of Section 10, Township 41 North, Range 14 East of the Third Principal Meridian in Cook County, Ill.
Property address: 1515 Chicago Ave., Evanston, Ill.
PIN: 11-19-241-012
- Parcel 2: The South Easely 1/2 of Lot 4 in Block 2 in Gillen, 1st and George's Addition to Eversten, in Section 19, Township 41 North, Range 14 East of the Third Principal Meridian in Cook County, Ill.
Property address: 911 Chicago Ave., Evanston, Ill.
PIN: 11-19-241-015
- Parcel 3: Lot 5 (containing that part thereof lying north of a line beginning on the West line of said lot, 5' 1/2" north of the North line of said lot, and running thence Northwesterly to a point on the East line of said lot, and 1' 1/2" north westerly from the North East corner of said lot, also extending thence to the North 1/4 of the South East 1/4 of said lot) in Block 11 in White's Addition to Eversten, in the North 1/2 of the South East 1/4 of Section 19, Township 41 North, Range 14 East of the Third Principal Meridian in Cook County, Ill.
Property address: 877 Chicago Ave., Evanston, Ill.
PIN: 11-19-241-022-000

Property of Cook County Clerk's Office

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