

EXTENSION AGREEMENT
(ILLINOIS)

UNOFFICIAL COPY

92360.75

CAUTION: Consult a lawyer before using or filing under this form.
All warranties, including merchantability and fitness, are excluded.

This Indenture, made this 7th day of May, 1972, by and between Devon Bank, an Illinois Banking Corporation

the owner of the mortgage or trust deed hereinafter described, and LaSalle National Bank, N/A/T/T dated 10/25/70 a/k/a Trust No. 115914

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 LaSalle National Bank, N/A/T/T dated 10/25/70 a/k/a Trust No. 115914 and not personally

DEPT-01 RECORDING 631-50
198888 TRAN 4733 05/22/72 1:14:10
44063 # 92-360.75
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

dated October 25, 1970, secured by a mortgage or trust deed in the nature of a mortgage ~~registered~~ recorded November 21, 1970, in the office of the ~~Register of Deeds~~ Recorder of Cook County, Illinois, in of at page as document No. 90570617 * 18 conveying to Devon Bank, 6445 N. Western, Chicago, IL

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

SEE RIDER ATTACHED FOR LEGAL DESCRIPTION

as extended by extension agreement no. 91504213

PI# 05-17-108-027; 05-17-108-028; 05-17-108-029
address: 97-101 Linden, Glenview, Illinois

2. The amount remaining unpaid on the indebtedness is \$ 900,000.00

3. Said remaining indebtedness of \$ 900,000.00 shall be paid on or before the same date, in the same amount, and in the same manner as specified in the note referenced above dated October 25, 1970, with all unpaid principal and all accrued and unpaid interest due on July 8, 1972

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~~ until 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 hereinafter 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, IL 60645

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

(SEAL)

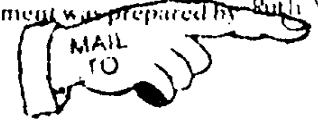
By: *[Signature]*

(SEAL)

* One and one-half percent over Prime Rate
** Five percent over Prime Rate.

ALICE F. *[Signature]* ASSISTANT SECRETARY (SEAL)

This instrument was prepared by Ruth Yunker, Devon Bank, 6445 N. Western, Chicago, Illinois 60645 (NAME AND ADDRESS)



3150
R

UNOFFICIAL COPY

STATE OF _____

ss.

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

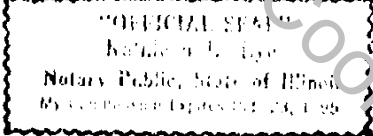
ss.

COUNTY OF Cook

I, Robert J. Logan, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Robomary Collins ADPT VICE PRESIDENT SUSAN M. LOGAN ASSISTANT SECRETARY of LA SALLE NATIONAL TRUST, N.A.

personally known to me to be the same person whose name she subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as free 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 20th day of May 1992



Notary Public

STATE OF _____

COUNTY OF _____

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 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 _____ day of _____ 19____

Notary Public

92260075

Box _____

EXTENSION AGREEMENT

WITH

DEVON Bank
6445 N. Western Ave.
Chicago, Illinois 60645

GEORGE E. COLE
LEGAL FORMS

UNOFFICIAL COPY

TOWN HOUSE PROPERTY

Torrens Lot 13 also described as:

Lot 13 and that part of Lot 13, in Block 33, in Chicago North Shore Land Company's Subdivision, in Sections 17 and 18, Township 42 North, Range 13, East of the Third Principal Meridian, described as follows:
Beginning at the Northwest corner of said Lot 13; thence Southeasterly along the Southwesterly line of said Lot, 40 feet; thence Northeasterly along a line forming an angle of 90 degrees, with the prolongation of the last described line, 104.30 feet to the Westerly line of Green Bay Road; thence Northerly along the Westerly line of Green Bay Road, said line forming an angle of 57 degrees, 19 minutes, 23 seconds, with the prolongation of the last described line, 36.24 feet to the Northeast corner of said Lot 13; thence Westerly along the North line of said Lot 13, forming an angle of 90 degrees with the prolongation of the last described line, 20.71 feet to an angle point in said Lot 13; thence Southwesterly along the Northerly line of said Lot, 105.35 feet to the place of beginning, all in Cook County, Illinois.

RIDER ATTACHED TO AND MADE A PART OF

(~~TRANSFER AGREEMENT~~)
MORTGAGE (~~EXTENSION AGREEMENT~~)
(~~REVISIONAL ADVANCE AGREEMENT~~)

Dated May 7, 1992

Under Trust No. 115914

This instrument is executed LASALLE NATIONAL TRUST, N.A., not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants, and conditions to be performed by LASALLE NATIONAL TRUST, N.A. are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted to be enforceable against LASALLE NATIONAL TRUST, N.A. by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said LASALLE NATIONAL TRUST, N.A., either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon LASALLE NATIONAL TRUST, N.A., personally or as said Trustee, to sequester the rents, issues and profits arising from the disposition thereof; but so far as said trustee and its successors and said LASALLE NATIONAL TRUST, N.A. personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefore and as provided in said note or by action to enforce the personal liability of the guarantor, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environment damage.

UNOFFICIAL COPY

LEGAL DESCRIPTION

(TOWNHOUSE)

That part of Lots 12, 13 and 14, in Block 33, in Chicago North Shore Land Company's Subdivision of Sections 17 and 18, Township 42 North, Range 13, East of the Third Principal Meridian, lying North of the following described line, Beginning at a point on the Southwesterly line of said Lots 12, 13 and 14, and being the Northeasterly line of Linden Ave, 90.0 ft. Southeasterly of the Northwesterly corner of said Lot 12, thence Northeasterly at right angles to the Southwesterly line of said Lots 12, 13 and 14, 104.30 ft., more or less to a point on the East line of said Lots, and West line of Green Bay Road, said point being 84.24 ft., more or less, South of the Northeast corner of said Lot 12, all in Cook County, Illinois.

Property of Cook County Clerk's Office

02280075