

UNOFFICIAL COPY

Handwritten notes and stamps in the top right corner, including a grid with numbers and a signature.

95803395

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

This Indenture, made this 15th day of July, 1991, by and between DEVON BANK, AN ILLINOIS BANKING CORPORATION

the owner of the mortgage or trust deed hereinafter described, and AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, AS TRUSTEE, NOT PERSONALLY, BUT UNDER TRUST AGREEMENT DATED AUGUST 16, 1991 AND KNOWN AS TRUST #114399-08, representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"), WITNESSETH:

DEPT-01 RECORDING \$23.50  
T#0003 TRAN 8204 11/20/95 12:14:00  
#4223 # LC #-95-803395  
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal promissory note or notes of AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, AS TRUSTEE, NOT PERSONALLY, BUT UNDER TRUST AGREEMENT DATED AUGUST 16, 1991 AND KNOWN AS TRUST #114399-08, dated November 17, 1991, secured by a mortgage or trust deed in the nature of a mortgage or trust deed recorded November 13, 1991, in the office of the Recorder of Deeds, Cook County, Illinois, in \_\_\_\_\_ of \_\_\_\_\_ at page \_\_\_\_\_ as document No. 91 597 335 conveying to DEVON BANK, 6445 North Western Avenue, Chicago, IL. 60645 \* A N D

certain real estate in Cook County, Illinois described as follows: lots 1, 18, 19, and 21 in Braeside Subdivision, being a Subdivision in the Northeast Quarter of Section 14, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois according to the plat thereof recorded November 13, 1991 as document number 91597315.

\*AND SUBSEQUENTLY AMENDED BY WAY OF A CERTAIN AMENDMENT TO MORTGAGE DATED DECEMBER 29, 1992 AND RECORDED WITH THE COOK COUNTY RECORDER OF DEEDS ON JANUARY 12, 1993 AS DOCUMENT NUMBER 93 028 482 AND AS EXTENDED BY MESNE EXTENSIONS OF RECORD.

Permanent Real Estate Index Number(s): 04-14-300-001-0000

Address(es) of real estate: vacant land located on Voltz Road - Northbrook, IL. 60062

- 2. ~~THE DEBTOR KNOWS AND AGREES TO THE EXTENSION OF HIS DEBT~~ The mortgage secures a revolving line of credit in a maximum amount of \$1,500,000.00
- 3. Said remaining indebtedness of \$ 1,500,000.00 shall be paid on ~~or before~~ the same dates, in the same amounts, and in the same manner as specified in the notes referenced above, with all unpaid principal and all accrued and unpaid interest due on October 01 1994.

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 maturity of said principal sum as hereby extended, at the rate of 12 1/2 per cent per annum, and interest after maturity at the rate of 12 1/2 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, 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 North Western Avenue, 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~~ thirty days after 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. ~~\*\*\*beyond and applicable notice and cure period.~~

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. AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, AS AFORESAID AND NOT PERSONALLY

~~Two (2%) percentage points over Prime Rate as established by LaSalle National Bank. (SEAL)~~  
~~Five (5%) percentage points over Prime Rate as established by LaSalle National Bank.~~

BY: [Signature] (SEAL)  
TIS: \_\_\_\_\_  
Attested \_\_\_\_\_  
BY: \_\_\_\_\_ (SEAL)  
TIS: [Signature]

The terms and conditions contained in this instrument to the contrary notwithstanding this instrument is subject to the provisions of the Trust Escapatory Rider attached hereto and incorporated herein by reference. This instrument was prepared by \_\_\_\_\_

John I. Kulibaba, Vice President, Devon Bank, 6445 North Western Avenue Chicago, IL. 60645

& Mail to:

TO MAIL

# UNOFFICIAL COPY

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 \_\_\_\_\_  
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

This instrument is executed by the undersigned Land Trustee, not personally, but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, incumbrances, reservations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

STATE OF ILLINOIS

COUNTY OF COOK

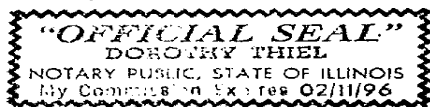
SS.

Dorothy Thiel

I, \_\_\_\_\_  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_  
P. JOHANSEN Assistant President of American National Bank and Trust Company of Chicago  
and \_\_\_\_\_ 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 \_\_\_\_\_ 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 then 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 AUG 24 1996 19\_\_\_\_.



Dorothy Thiel  
Notary Public

95803395

Box \_\_\_\_\_

EXTENSION AGREEMENT

WITH

MAIL TO:

GEORGE E. COLE  
LEGAL FORMS