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## EXTENSION AGREEMENT

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DEPT-01 RECORDING \$27.50  
T27777 TRAN 1984 04/30/96 11:07:00  
17014 \$ SK \*-96-321472  
COOK COUNTY RECORDER

This Indenture, made this 8th day of APRIL, 1996, by and between DEVON BANK, AN ILLINOIS BANKING CORPORATION the owner of the mortgage or trust deed hereinafter described, and ROBERT COLE 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 NORTH SHORE TOWING, INC. dated JANUARY 2, 1994, secured by a mortgage or trust deed in the nature of a mortgage registered/recorded JANUARY 5, 1994, in the office of the Registrar of Titles/Recorder of COOK County, Illinois, as document No. 94012318 conveying to DEVON BANK, AN ILLINOIS BANKING CORPORATION certain real estate in COOK County, Illinois described as follows:

(SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF)

Permanent Real Estate Index Number(s): #10-24-300-035 AND  
#10-24-300-036

Address of Real Estate: 2527 OAKTON, EVANSTON, IL.

2. The amount remaining unpaid on the indebtedness is \$385,000.00.
3. Said remaining indebtedness of \$385,000.00 shall be paid on or before APRIL 8, 1997.

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 APRIL 8, 1997, at the rate of \* per cent per annum, and thereafter 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 \*One & One-half (1 1/2%) Percentage Points in excess of Prime Rate of Interest as announced and established by the LaSalle Natl. Bank of Chicago or its Successors.

\*\*Four & One-Half (4 1/2%) Percentage Points in excess of Prime Rate

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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, ILLINOIS 60645-5494.

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.

BY   
ROBERT COLE

(XX) Prepared by & Mail to: DEVON BANK - ATTN. VINCENT BARATTA  
6445 N. WESTERN AVE., CHGO., IL. 60645

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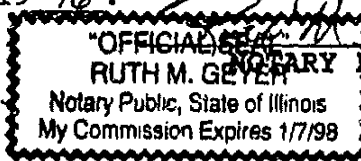
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STATE OF ILLINOIS \_\_\_\_\_ ) SS  
COUNTY OF COOK \_\_\_\_\_ )

I, Ruth M. Geyer  
a Notary Public in and for said County in the State aforesaid, DO  
**HEREBY CERTIFY** that ROBERT COLE personally known to me to be the  
same person whose name IS subscribed to the foregoing instrument,  
appeared before me this day in person and acknowledged that HE  
signed, sealed and delivered the said instrument as HIS 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 26<sup>th</sup> day of  
April, 19 96.



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 \_\_\_\_\_ ) SS.  
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.

GIVEN under my hand and official seal this \_\_\_\_\_ day of  
\_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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## LEGAL DESCRIPTION

### PARCEL 1:

LOTS 2 AND 3 IN ZERA SUBDIVISION THREE OF PARTS OF THE SOUTHWEST 1/4 OF SECTION 24 AND THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR DRIVEWAY PURPOSES AS RESERVED IN DEED BY CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY TO ALEXANDER A. ZERA, JR. AND PHILIP V. ZERA BY DEED RECORDED AS DOCUMENT 25384528, AND AS CONTAINED AND CONVEYED IN DEED RECORDED AS DOCUMENT 85308825 OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 24, AND THE SOUTHEAST 1/4 OF SECTION 23, ALL IN TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 24; THENCE SOUTH 02 DEGREES 28 MINUTES 13 SECONDS WEST 1563.60 FEET ON THE WEST LINE OF SAID SECTION 24, TO THE TRUE POINT OF BEGINNING; THENCE NORTH 66 DEGREES 13 MINUTES 02 SECONDS EAST 33.46 FEET; THENCE SOUTH 02 DEGREES 28 MINUTES 13 SECONDS WEST 255.88 FEET; THENCE SOUTH 13 DEGREES 36 MINUTES 32 SECONDS EAST 111.58 FEET; THENCE SOUTH 02 DEGREES 43 MINUTES 28 SECONDS WEST 143.34 FEET; THENCE SOUTH 11 DEGREES 48 MINUTES 3 SECONDS WEST 382.55 FEET; THENCE SOUTH 24 DEGREES 20 MINUTES 48 SECONDS WEST 247.86 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF OAKTON STREET; THENCE NORTH 89 DEGREES 05 MINUTES 32 SECONDS WEST 32.70 FEET ON THE NORTHERLY RIGHT-OF-WAY OF OAKTON STREET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY; THENCE NORTH 24 DEGREES 20 MINUTES 48 SECONDS EAST 339.35 FEET ON THE SAID WESTERLY RIGHT-OF-WAY TO THE WEST LINE OF THE SAID SECTION 24; THENCE NORTH 02 DEGREES 28 MINUTES 13 SECONDS EAST 109.43 FEET ON THE WEST LINE OF THE SAID SECTION 24; THENCE NORTH 11 DEGREES 48 MINUTES 34 SECONDS EAST 189.05 FEET; THENCE NORTH 02 DEGREES 43 MINUTES 28 SECONDS EAST 136.66 FEET; THENCE NORTH 13 DEGREES 36 MINUTES 32 SECONDS WEST 111.52 FEET TO THE WEST LINE OF SAID SECTION 24; THENCE NORTH 02 DEGREES 28 MINUTES 13 SECONDS EAST 215.32 FEET ON THE WEST LINE OF THE SAID SECTION 24 TO THE TRUE POINT OF BEGINNING ALL BEING SITUATED IN COOK COUNTY, ILLINOIS.

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