EXTENSION AGREEMENT

This Indenture, made this 1st day of September, 1997, by and between <u>Devon Bank</u>, an Illinois Banking Corporation the owner of the trust deeds hereinafter described, and <u>Barry Brown and Audree Brown</u>, his wife 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 Barry and Audree Frown dated December 10, 1996, secured by trust deeds in the nature of several mortgages and assignment of rents recorded on January 13, 1997, in the office of the Recorder of Cook County, Illinois as document nos. 97026792, 97026797, 97026793, 97026798, 97026794, 97026799, 97026795, 97026796, and 97026800, conveying to Devon Bank, an Illinois Banking Corporation certain real estate in Cook County, Illinois described as follows: (SEE LEGAL DESCRIPTION MADE A PAPI HEREOF)
- 2. The amount remaining unpaid on the indebtedness is \$500,000.00.
- 3. Said remaining indebtedness of \$500 000.00 shall be paid on or before November 1 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 November 1, 1997, at the rate of One Half (1/2%) percent per annum in excess of Prime Rate, and thereafter until maturity of said principal sum as hereby extended, at the rate of One Half (1/2%) percent per annum in excess of Prime Rate, and interest after maturity at the rate of Three & One Half (3 1/2%) percent per annum in excess of Prime Rate, 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, Illinois 60645-5494.

UNOFFICIAL COPY

LOTS SIX AND SEVEN (EXCEPT THE EAST SEVENTEEN FEET OF BOTH LOTS TAKEN FOR WIDENING NORTH WESTERN AVENUE) IN BLOCK NINETEEN (19) IN THE NATIONAL CITY REALTY COMPANY'S FOURTH ADDITION TO ROGERS PARK MANOR, BEING A SUBDIVISION OF THE EAST HALF OF THE SOUTH EAST QUARTER OF THE NORTH EAST QUARTER OF SECTION THIRTY-SIX (36), TOWNSHIP FORTY ONE (41) NORTH, RANGE THIRTEEN (13) EAST OF THE THIRD PRINCIPAL PERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 6840-42 N. WESTERN AVENUE, CHICAGO, IL 60645

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STATE OF Illinois) SS COUNTY OF Cook

a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Corinne Bek and Deborah Carbon ** personally known to me to be the same person whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the y signed, sealed and delivered the said instrument as their 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 September , 1997.

EMELYN F, MOOR EMELYN F, MOOR NATAFY PURP IS 67
MY JAMMISSION ESC. STANFORM

UNOFFICIAL COPY

RIDER ATTACHED TO AND MADE A PART OF

(TRANSFER AGREEMENT

MORTGAGE (EXTENSION AGREEMENT

(ADDITIONAL ADVANCE AGREEMENT)

Dated September 1, 1997

Under Trust No. 10-20758-09

This instrument is executed by LASALLE NATIONAL BANK, 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 BANK 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 BANK by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said LASALLE NATIONAL BANK, either individually or as Trustee as aforesaid, relating to the subject matter of the anached agreement, all such personal liability, if any, being expressly waived by every person now or bereafter claiming any right or security hereunder. No duty shall rest upon LASALLE NATIONAL BANK, 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 BANK personally are concerned, the legal holder or holders of this instrument and the owner or owners of any inorbtedness 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 ot Corts Office the personal liability of the guarantor, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environment damage.