

EXTENSION AGREEMENT

This Indenture, made this 1st day of September, 1997, by and between Devon Bank, an Illinois Banking Corporation the owner of the trust deeds hereinafter described, and Barry Brown and Audree Brown, 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 Brown 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, 97026801, 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 PART 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

THE NORTH 1/2 OF LOT 29 (EXCEPT) THE NORTH 107 FEET) AND (EXCEPT STREETS AND EXCEPT ALLEY AND EXCEPT THE EAST 359 FEET) AND ALSO THE NORTH 50 FEET OF THE SOUTH 1/2 OF LOT 29 (EXCEPT THE EAST 375 FEET THEREOF) ALL IN SMITH'S ADDITION TO ROGERS PARK, A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART TAKEN FOR THE WIDENING OF WESTERN AVENUE), IN COOK COUNTY, ILLINOIS.

ADDRESS: 6911-15 N. WESTERN AVENUE, CHICAGO, IL 60645

PIN#: 11-31-117-013 & 002

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED OCTOBER 23, 1984 A/K/A TRUST #62568

BY: [Signature]

ATTEST: [Signature]

STATE OF ILLINOIS) SS
COUNTY OF COOK

I, CYNTHIA K. HARRIS

a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that J. MICHAEL WHELAN Gregory S. Kasprzyk personally known to me to be the same person~~s~~ 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 15th day of OCTOBER, 1999.

[Signature]

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 the warranties, indemnities, representations, 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.

