UNOFFICIAL COPY 20498

EXTENSION AGREEMENT

This Indenture, made this 1st day of November, 1997, by and between Devon Bink, an Illinois Banking Corporation the owner of the mortgage or trust deed hereinafter described, and Barry Brown and Audree Brown, his wife representing himself or themselves () he the owner or owners of the real estate hereinafter and in said deed described ("Owner"),

WITNESSETH:

1. The parties herely agree to extend the time of payment of the indebtedness evidenced by the principal promissory note of notes of Chicago Harley Davidson Inc. dated June 1, 1997, in the office of the Recorder of Cook Courty, Illinois as document no. 91297131, 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)

Permanent Real Estate Index Number(z): 10-25-428-042 (PARCEL I) 10-25-420-041 (PARCEL II)

Address of Real Estate: 7320 N. Wester Livenue, Chicago, Illinois

2. The amount remaining unpaid on the indebtedness is \$525,000.00.

 Said remaining indebtedness of \$525,000.00 shall be paid on or before <u>December 1, 1997</u>.

and the Owner in consideration of such extension promises and agrees to pay the principal sum secured by said mortgage of trust deed as and when therein provided, as hereby extended, and to pay interest thereon until December 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 it 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

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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 granto 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 representative, and assigns of the Owner. The Owner hereby walves and release, all rights and benefits under and by virtue of the domestead Exempt in 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 move signed, scaled and delivered this indenture the day and year first above written.

Barry Brown

(xx) Prepared by & Mail to:

Devon Bank - Attn: Rena Ealash 6445 N. Western Ave.
Chicago, Illinois 60645

T, SHARL KATZNEKSON

A Notary Fublic in and for said county in the Make aloresaid, DO HEREBY CERTIFY that BARRY AND ANDREE DROWN
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

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instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of homestead.

GIMEN under my hand and official vecember , 1997.

LEGAL DESCRIPTION

SHERRI R KATZNELSON NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. FEB. 27,1999

PARCEL I: LOTS 8 TO 12 INCLUSIVE IN GEORGE TAYLOR AND SONS CONSTRUCTION RESUBDIVISION OF LOT 6 (EXCEPT THAT PART TAKEN FOR WIDENING OF WESTERN AVENUE) IN MUNO'S SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A SUBDIVISION OF THE EAST 1/3 (EXCEPT THE WEST 200.00 FEET OF THE SOUTH 435.6 FEET THEREOF) OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO THE EAST 16.85 FEET OF LOT 12 IN BLOCK 1 IN MUNO'S ADDITION TO MARGARET MARY MANOR, A SUBDIVISION OF THE NORTH 1/4 OF THE WEST 2/3 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL II: LOTS 9 TO 12 INCLUSIVE IN GEORGE TAYLOR'S RESUBDIVISION OF LOT 7 (EXCEPT THAT PART TAKEN FOR WIDENING OF WESTERN AVENUE) IN MUNO'S SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A SUBDIVISION OF THE EAST 1/3 (EXCEPT THE WEST 200.0 FEET OF THE SOUTH 435.6 FEET THEREOF) OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, FANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALONG THE EAST 16 db FEET OF LOT 12 IN BLOCK 1 IN MUNO'S ADDITION TO MARGARET MARY MANOR, A SUBDIVISION OF THE NORTH 1/4 OF THE WEST 2/3 OF THE SOUTHEAST 1/1 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.