

# UNOFFICIAL COPY

## EXTENSION AGREEMENT

97221687

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RECORDING  
1997 APR 13 10:50 AM  
1349000  
\* 97-221687  
COOK COUNTY RECORDER

This Indenture, made this 10TH day of APRIL, 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 estates hereinafter and in said deeds 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 & 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 #'s 97026792, 97026797, 97026793, 97026798, 97026794, 97026799, 97026795, 97026801, 97026796, and 97026800 conveying to DEVON BANK, AN ILLINOIS BANKING CORPORATION certain real estates 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 MAY 16, 1997.

and the Owner in consideration of such extension promises and agrees to pay the principal sum secured by said mortgages or trust deeds as and when therein provided, as hereby extended, and to pay interest thereon until MAY 16, 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 mortgages or trust deeds 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.

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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 mortgages or trust deeds, 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 mortgages or trust deeds. 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 mortgages or trust deeds 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 mortgages or trust deeds. 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.

Gary Brown  
BARRY BROWN

Audree Brown  
AUDREE BROWN

STATE OF IL ) SS  
COUNTY OF COOK )

I, Sherri R Katznelson a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT BARRY AND AUDREE BROWN 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 26th day of March, 1997.

Sherri R Katznelson  
NOTARY PUBLIC

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

(XX) PREPARED BY & MAIL TO: DEVON BANK, ATTN: 6445 N. WESTERN AVENUE CHICAGO, ILLINOIS 60645



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## LEGAL DESCRIPTION

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 200.0 FEET OF THE SOUTH 435.6 FEET THEREOF) OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, 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 SECTION 25, TOWNSHIP 41 NORTH, RANGE 13, EAST 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, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALONG 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 SECTION 25, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 7320 N. WESTERN AVENUE, CHICAGO, ILLINOIS 60645

P.I.N. #: 10-25-428-042 & 10-25-420-041

BY:

Barry Brown  
BARRY BROWN

BY:

Audree Brown  
AUDREE BROWN

STATE OF IL ) SS  
COUNTY OF COOK )

I, SHERRI R KATZNELSON a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT BARRY AND AUDREE BROWN 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 28th day of March, 1997.

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

97221007

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## LEGAL DESCRIPTION

THE NORTH 107 FEET OF LOT 29 (EXCEPT STREETS AND ALLEYS AND EXCEPT THE EAST 359 FEET) 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, IN COOK COUNTY, ILLINOIS.

ADDRESS: 6917 N. WESTERN AVENUE, CHICAGO, ILLINOIS 60645

P.I.N. # 11-31-117-012-0000

BY:

Barry Brown  
BARRY BROWN

BY:

Audree Brown  
AUDREE BROWN

STATE OF IL. ) SS  
COUNTY OF COOK )

I, Sherril R. Katz Nelson a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT BARRY AND AUDREE BROWN 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 28th day of March, 1997.

Sherril R. Katz Nelson  
NOTARY PUBLIC

OFFICIAL SEAL  
SHERRIL R. KATZ NELSON  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPI. FEB. 27 1999

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## LEGAL DESCRIPTION

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 MERIDIAN IN COOK COUNTY, ILLINOIS.

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

P.I.N. #: 10-36-226-031-0000 See Exhibit 'A' for Trustee's Exoneration Clause  
LASALLE NATIONAL BANK SUCCESSOR TRUSTEE TO  
LASALLE NATIONAL TRUST, N.A., SUCCESSOR  
TRUSTEE TO LASALLE NATIONAL BANK, NOT  
PERSONALLY BUT AS TRUSTEE U/T/A DATED  
AUGUST 8, 1967 A/T/A TRUST #10-20758-09

BY: *Corinne Bek*  
Vice President

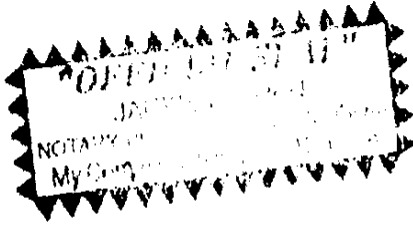
ATTEST: *Nancy A. Carlin*  
Assistant Secretary

STATE OF Illinois ) SS  
COUNTY OF Cook )

I, Jackie Felden a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Corinne Bek & Nancy A. Carlin personally known to me to be the same person Vice President & Asst. Secretary of Lasalle National Bank whose name s subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that t hey 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 31st day of March, 1997.

*Jackie Felden*  
NOTARY PUBLIC



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EXHIBIT 'A'

RIDER ATTACHED TO AND MADE A PART OF  
(~~TRANSFER AGREEMENT~~)  
MORTGAGE (EXTENSION AGREEMENT  
(~~ADDITIONAL ADVANCE AGREEMENT~~)  
(

Dated April 10, 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 no individual 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 attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter 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 indebtedness 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 the personal liability of the guarantor, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environment damage.

Clerk's Office

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## LEGAL DESCRIPTION

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, ILLINOIS 60645

P.I.N. #: 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

Attestation not required by American National  
Bank and Trust Company of Chicago Bylaws

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

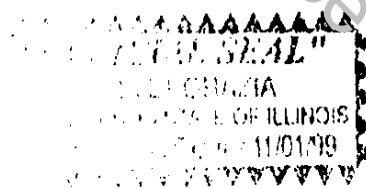
STATE OF ILLINOIS ) SS  
COUNTY OF COOK )

I, MARK DEGHAZIA a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT EILEEN F. NEARY 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 she signed, sealed and delivered the said instrument as her 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 31st day of March, 1997.

MARK DEGHAZIA  
NOTARY PUBLIC

This instrument is executed by the undersigned I and 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 obligations herein contained shall be the responsibility of the undersigned I and Trustee and shall not be the responsibility of the American National Bank and Trust Company of Chicago. The undersigned I and Trustee shall be held liable for the performance of the obligations herein contained and shall be held responsible for the performance of the obligations herein contained and shall be held liable for the performance of the obligations herein contained and shall be held responsible for the performance of the obligations herein contained.



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