UNOFFICIAL COPY ST59392

7343/037 51 001 Page 1 of 2 1998-05-01 11:03:12 Cook County Recorder 23,50

EXTENSION AGREEMENT

This instrument is executed by the undersigned Land Trustoe, not pain help the ectely at Trustee in the exercise of the power and authority contented upon and vested in it as such the entire that all the entire that it is entirely indented and agreed that all the entire that it is representations, covenants, undertold an entire material made on the part of the Trust are endeather by a solely in its capacity as Trustee and act personally. No personal liability or personal responsibility in essential by a stall at any time be asserted or enforcasely against the Trustee on account of any warranty, indentedly, representation, covenant, undertaking or agreement of the Trustre in this instrument.

This Indenture, made this <u>1st day of April, 1998</u>, by and between <u>Devon Bank</u>, an <u>Illinois Banking Corporation</u> the owner of the trust deeds hereinafter described, and <u>Barry Brown and Audree Brown</u>, <u>his wife</u> 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 Cock County, I l l i n o is document nos. 97026792,97026797,97026793,97026796,37026794,97026799, 97026795,97026801,97026796, and 97028967, 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 July 1, 1998.

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 July 1, 1998, 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

UNOFFICIAL COPY

Proberty of Coof County Clerk's Office

UNOFFICIAL COPS 59392 Fage 12 of 12

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.

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED 10/23/84 A/K/A/ TRUST #62568 Attention not required by American National ATTEST: Bank and Trust Company of Chicago Indians STATE OF ILLINOIS 88 COUNTY OF COOK CATAMA K. HARRIS in and for said County in the State aforesaid, DO HEREBY CERTIFY that

ANITA LUTKUS DESCRIPTION whose names are personally knownsite one to be the same person whose names are in person and acknowledged that they 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 APR 3 0 1998 , 1998. "OFFICIAL SEAL" MY COMMISSION EXPIRES: CYNTHIAK, HARRIS NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 2.010/2000 LEGAL DESCRIPTION

THE NORTH \$ 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 \$ OF LOT 29 (EXCEPT THE EAST 375 FEET THEREOF) ALL IN SMITH'S ADDITION TO ROGERS PARK, A SUBDIVISION IN THENORTHWEST \$ 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

UNOFFICIAL COPY

Property of Cook County Clerk's Office