

# UNOFFICIAL COPY

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Cook County Recorder 75.50

## EXTENSION AGREEMENT

This Indenture, made this 1st day of April, 1998, by and between Devon Bank, 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 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 Chicago Harley Davidson Inc. dated June 1, 1997, in the office of the Recorder of Cook County, 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(s): 10-25-428-042 (PARCEL I)  
10-25-420-041 (PARCEL II)

Address of Real Estate: 7320 N. Western Avenue, Chicago, IL.

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

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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.

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 grantor 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 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.

Barry Brown  
Barry Brown

Audree Brown  
Audree Brown

(xx) Prepared by

&  
Mail to: Devon Bank - Attn: Anna Kowal  
6445 N. Western Ave.  
Chicago, Illinois 60645

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STATE OF ILLINOIS )  
 ) 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 BROWN AND AUDREE BROWN personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day 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 April, 1998

LEGAL DESCRIPTION

OFFICIAL SEAL  
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 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 14, 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.

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