# UNOFFICIAL COP 3559395

7213/0040 51 001 Page 1 or 3 1998-05-01 11:05:27 Cook County Recorder (5.5a

#### **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

epresenting 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 BROWN AND AUDREE BROWN dated February 9 1993, secured by a trust deed in the nature of a mortgage recorded February 10, 1993, in the office of the Recorder of Cook County, Illinois, as document No. 93112512 conveying to DFYON BANK, AN ILLINOIS BANKING CORPORATION certain real estate in Cook County, Illinois described as follows:

#### PARCEL I

LOTS 1,2,3,4 AND 5 IN BLOCK 20 IN THE NATIONAL CITY REALTY CO'S FOURTH ADDITION TO ROGERS PARK MANOR BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOTS 8,9 AND 10 (EXCEPT THAT PORTION OF SAID LOTS TAKEN BY THE CITY OF CHICAGO FOR WIDENING WESTERN AVENUE) IN BLOCK 19 IN NATIONAL CITY REALTY COMPANY'S FOURTH ADDITION TO ROGERS PARK MANOR, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36 TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 10-36-230-032-0000 (LOT 1) 10-36-230-033-0000 (LOT 2); 10-36-230-034-0000 (LOT 3); 10-36-230-035-0000 (LOT 4); 10-36-230-036-0000 (LOT 5);

10-36-226-032-0000 (LOT 8); 10-36-226-033-0000 (LOT 9) AND 10-36-226-034-0000 (LOT 10)

## **UNOFFICIAL COPY**

Property of Cook County Clerk's Office

### UNOFFICIAL COPASS Page 2 Lat 3

Address of Real Estate: 6820 N. WESTERN AVENUE, CHICAGO, IL.

- 2. The amount remaining unpaid on the indebtedness is \$560,000.20.
- 3. Said remaining indebtedness of \$560,000.20 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 Three & (me 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, Cricago, 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 deet, together with the then accrued interest thereon, shall without rotice, 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 it 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 threrest 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 hereby waives and releases all rights and the Owner. 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.

### **UNOFFICIAL COPY**

Property of Cook County Clerk's Office

### UNOFFICIAL COPYS59395 Page 3 of 12

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year first above written. udue Dioun BARRY BROWN AUDREE BROWN (X) Prepared by DEVON BANK-ATTN. ANNA KOWAL Mail to: 6445 N. WESTERN AVENUE CHICAGO, IL. 60645 STATE OF 112 INOIS) SS COUNTY OF COCK a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that FARRY BROWN AND AUDREE BROWN, HIS WIFE 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 xdluntary act, for the uses and purposes therein set forti, including the release and waiver of right of homestead. GIVEN under my hand and official seal thi PÚBĽ OFFICIAL SEAL SHERRLR KATZNELSON NOTARY PUBLIC STATE OF ILLINOIS MIT COMMISSION EXP. PEB. 27,1999

## **UNOFFICIAL COPY**

Property of Cook County Clerk's Office