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LEGAL FORMS

No. 1090
November 1994

EXTENSION AGREEMENT (ILLINOIS)



Doc#: 0532255158 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/18/2005 04:21 PM Pg: 1 of 4

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THIS AGREEMENT, made this 30th day of September, ~~2005~~
by and between FIRST COMMUNITY BANK AND TRUST
BY JEANETTE O'GRADY, SR. VICE PRESIDENT
the owner of the mortgage or trust deed hereinafter described, and
VESTA INVESTMENTS, LLC

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 JOSEPH E. WANNER, INDIVIDUALLY AND AS A
MEMBER OF VESTA INVESTMENTS, LLC

dated December 30, ~~2004~~, secured by a mortgage or trust deed in the nature of a mortgage registered/recorded January 14, 2005, ~~2005~~, in the office of the Registrar of Titles/Recorder of Cook County, Illinois, in _____ of _____ at page _____ as document No. 0501402122 conveying to FIRST COMMUNITY BANK AND TRUST certain real estate in Cook County, Illinois described as follows:

LOT 44 AND THE SOUTH 5 FEET OF LOT 45 IN BLOCK 1 IN LUCKY B. SIMMS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 (EXCEPT RAILROAD) OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 16-09-219-007 Vol. No. 549

Address(es) of real estate: 543 N. Lawler, Chicago, IL 60644

2. The amount remaining unpaid on the indebtedness is \$ 96,200.00

3. Said remaining indebtedness of \$ 96,200.00 shall be paid on or before December 30, 2005 with interest paid at maturity

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 December 30, 2005, at the rate of 6.75 per cent per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of 6.75 per cent per annum, and interest after maturity at the rate of 11.75 per cent per annum, 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

Above Space for Recorder's Use Only

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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 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 agreement 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 agreement the day and year first above written.

FIRST COMMUNITY BANK AND TRUST (SEAL)
BY: *Jeanette O'Grady*
JEANNETTE O'GRADY, ST. VICE PRES.

VESTA INVESTMENTS, LLC
X *Joseph E. Wanner* (SEAL)
JOSEPH E. WANNER, MEMBER

X *Joseph E. Wanner* (SEAL)
JOSEPH E. WANNER, INDIVIDUALLY

This instrument was prepared by
AND MAIL TO:

D. SHEARER
FIRST COMMUNITY BANK AND TRUST
P.O. BOX 457
BEECHER, IL 60401

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STATE OF ILLINOIS
COUNTY OF WILL } ss.

I, DONNA M. BARBER

a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Joseph E. Wanner, member of Vesta Investments, LLC 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 he signed, sealed and delivered the said instrument as his 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 30th day of September 2005.



Donna M. Barber
Notary Public

STATE OF ILLINOIS
COUNTY OF WILL } ss.

I, DONNA M. BARBER

a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Joseph E. Wanner, Individually 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 he signed, sealed and delivered the said instrument as his 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 30th day of September 2005.



Donna M. Barber
Notary Public

STATE OF ILLINOIS
COUNTY OF WILL } ss.

I, DONNA M. BARBER

a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Jeanette O'Grady, Sr. Vice President of First Community Bank and Trust who is personally known to me to be the same persons whose name: is subscribed to the foregoing instrument as such Sr. Vice Pres. appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 30th day of September 2005.



Donna M. Barber
Notary Public

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Box _____

EXTENSION AGREEMENT

FIRST COMMUNITY BANK AND TRUST

WITH

VESTA INVESTMENTS, LLC

MAIL TO:
D. SHEARER
FIRST COMMUNITY BANK AND TRUST
P.O. BOX 457
BEECHER, IL 60401

GEORGE E. COLE®
LEGAL FORMS

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