FICIAL COP

**EXTENSION AGREEMENT** (ILLINOIS)

Doc#: 0608933040 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 03/30/2006 07:34 AM Pg: 1 of 4

THIS AGREEMENT, made this 16th day of February, 2006, 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 and Joseph E. Wanner, Member, 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 he evy agree to extend the time of payment of the indebtedness evidenced by the principal promissory note or notes of Joseph E. Wanner, dated December 16, 2004, secured by a mortgage or trust deed in the runne of a mortgage registered/ recorded January 10, 2005, in the office of the Registrar of Titles/ Recorder of Cook County, Illinois, as Document No. 0501026028 conveying to FIRST COMMUNITY BANK AND TRUST certain real estate in Cook County, Illinois, Jescribed as follows:

LOT 12 IN BLOCK 29 IN THE CIRCUIT COURT PARTITION OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING LAND BELONGING TO THE SOUTH CHICAGO RAILROAD The Clark's COMPANY), IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 21-31-422-025 Vol. 278 Address(es) of real estate: 8628 South Muskegan Ave., Chicago, IL 60617

2. The amount remaining unpaid on the indebtedness is \$95,000.00

3. Said remaining indebtedness of \$95,000.00 shall be paid on or before February 16, 2011

Said principal sum and interest at the rate of 7.25% per annum, on \*\* 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 February 16, 2011, at the rate of -7.25- per cent per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of -7.25- per cent per annum, and interest after maturity at the rate of \_\_\_\_\_ 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 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 1111 Dixie Hwy., P.O. Box 457, Beecher, IL 60401. \*\*continued on page 2

# **UNOFFICIAL COPY**

- 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 it said mortgage or trust deed. The provisions of this agreement shall insure 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.

VESTA INVESTMENTS, LLC

Joseph E. Wanner, Member

Wanner, Individually

SOM OFFICE

FIRST COMMUNITY BANK AND TRUST (SEAL

This instrument was prepared by and mail to:

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

\*\*the balance of principal remaining from time to time unpaid, shall be payable in installments as follows: Six Hundred ninety-three and 29/100 (\$693.29) Dollars on the 16th day of March, 2006, and Six Hundred ninety-three and 29/100 (\$693.29) Dollars, or more, on the 16<sup>th</sup> day of each successive month thereafter, to and including the 16th day of January, 2011, with a final Balloon payment of the balance due on February 16, 2011. All such payments on account of the indebtedness shall be first applied to the interest on the balance of principal unpaid, to the date of payment, and the remainder to principal. Payments are to be made at the First Community Bank and Trust, Beecher, Illinois, or at such other place as the legal holder of the note may from time to time in writing appoint.

In the event the property described herein is sold by the maker hereof, then note described herein shall be due and payable in full instanter.

# **UNOFFICIAL COPY**

STATE OF ILLINOIS
County of Will SS

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Jeanette L. O'Grady, Sr. Vice Pres. of First Community Bank and Trust, who is personally known to be the same person 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.

GHYEN under my hand and official seal this 16th day of February, 2006.

"OFFICIAL SEAL"
DONNA M. BARBER
COMMISSION EXPIRES 04/08/07

Notary Public

STATE OF ILLING'S

County of Will SS

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY J. at <u>Joseph E. Wanner</u> 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, 107 the uses and purposes therein set forth, including the release and waiver of right of home tead.

GIVEN under my hand and official seal this 16th day of February, 2006.

"OFFICIAL SEAL"
DONNA M. BARBER
COMMISSION EXPIRES 04/08/07

Notary Public

STATE OF ILLINOIS
County of Will SS

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Joseph E. Wanner, Member of Ves a 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 16th day of February, 2006.

"OFFICIAL SEAL"
PUBLIC DONNA M. BARBER
RLINGS COMMISSION EXPIRES 04/08/07

Notary Public

0608933040 Page: 4 of 4

### **UNOFFICIAL COPY**

#### **EXTENSION AGREEMENT**

# FIRST COMMUNITY BANK AND TRUST With VESTA INVESTMENTS, LLC

In the event and in each case of failure of the undersigned to make any payment of whatever nature, periodic of otherwise, in this Note or in the Mortgage or Trust Deed securing it provided, and if such failure continues for fifteen (15) days, the Bank may, at its option, impose a penalty, which shall be designated a "late charge", which the undersigned agrees and promises to pay monthly, as long as such definitionary is not rectified, in addition to all other payments herein or in said Mortgage or Trust Deed provided. Such late charge shall be equal to 5.00 percent (5%) of the overdue payment of principal and interest.

THIS LOAN IS PAYABLE IN FULL AT THE END OF FIVE YEARS OR ON DEMAND. AT MATURITY, OR IF THE BANK DEMANDS PAYMENTS, YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE BANK IS UNDER NO OBLIGATION TO RUFINANCE THE LOAN AT THAT TIME. YOU WILL THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER WILLING TO LEND YOU THE MONEY AT PREVAILING MARKET RATES, WUCH MAY BE CONSIDERABLY HIGHER THAN THE INTEREST RATE ON THIS LOAN.

This instrument was prepared by and mail to: D. Shearer First Community Bank and Trust P.O. Box 457 Beecher, IL 60401