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Doc#: 0632236184 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 11/20/2006 09:45 AM Pg: 1 of 4

EXTENSION AGREEMENT (ILLINOIS)

THIS AGREEMENT, made this 25TH day of July, 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 INVFSTMENTS, LLC, representing himself or themselves to be the owner of owners of the real estate hereinafter and in said deed described('Own er"), WITNESSETH:

1. The parties receive agree to extend the time of payment of the indebtedness evidenced by the principal promissory note or notes of Joseph E. Wanner, Member of Vesta Investments, LLC, and Joseph E. Wanner, Individually dated May 25, 2005, secured by a mortgage or trust dead in the nature of a mortgage registered/recorded May 27, 2005, in the office of the Registrar of Titles/Recorder of Cook County, Illinois, as Document No. 0514727099 conveying to FIRST COVD IUNITY BANK AND TRUST certain real estate in Cook County. Illinois, described as follows:

ALL OF LOT 27 AND THAT PART OF LOT 28 LYING NORTH OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT A POINT ON THE EAST LINE OF LOT 28, A DISTANCE OF 3.5 FEET, SOUTH OF THE NORTHEAST CORNER OF LOT 28, THENCE WEST ON A LINE PARALLEL WITH THE NORTH LINE OF LOT 28, A DISTANCE OF 50 FEET, THENCE NORTH ON A LINE PARALLEL WITH THE LAST LINE OF LOT 28, A DISTANCE OF 2.5 FEET, THENCE WEST ON A LINE PARALLEL WITH THE NORTH LINE OF LOT 28, A DISTANCE OF 42 FEET, THENCE SOUTH ON A LINE PARALLEL WITH THE EAST LINE OF LOT 28, A DISTANCE OF 2.5 FEET, THENCE WEST CALALINE PARALLEL WITH THE NORTH LINE OF LOT 28, A DISTANCE OF 32.59 MORE OR LESS TO THE WEST LINE OF LOT 28, ALL IN ENGLEWOOD ON THE HILL, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/2 OF THE SOUTHWEST 1/3 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 20-20-303-045 Volume:430 Address(es) of real estate: 6754 South Loomis Blvd., Chicago, IL 60636

- 2. The amount remaining unpaid on the indebtedness is \$164,000.00
- 3. Said remaining indebtedness of \$164,000.00 shall be paid on or before July 25, 2011,

Said principal sum and interest at the rate of 7.75% per annum, on the balance of principal remaining from time to time unpaid, shall be payable in installments as follows: One thousand two hundred fifty-one and 14/100 (\$1,251.14) Dollars on the 25th day of August, 2006, and One thousand two hundred fifty-one and 14/100 (\$1,251.14) Dollars, or more, on the 25th day of each successive month thereafter, to and including the 25th day of June, 2011, with a final Balloon payment of the balance due on July 25, 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.

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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, 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 25, 2011, at the rate of -7.75- per cent per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of -7.75- 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 Invy., P.O. Box 457, Beecher, IL 60401.

- 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 the eof, 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 insure to the per-efft 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 the event the property described herein is sold by the maker hereof, then rate described herein shall be due and payable in full instanter.

In the event and in each case of failure of the undersigned to make any payment of whatever nature, periodic or 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, voich shall be designated a "late charge", which the undersigned agrees and promises to pay monthly, as long as such delinquency 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.

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THIS LOAN IS PAYABLE IN FULL AT THE END OF FIVE YEARS OR ON DEMAND. (AT MATURITY OR IF THE BANK DEMANDS PAYMENT) YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE BANK IS UNDER NO OBLIGATION TO REFINANCE 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, WHICH MAY BE CONSIDERABLY HIGHER THAN THE INTEREST RATE ON THIS LOAN.

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: Alul

leanette O'Grady, Sr. Vice Pre.

This instrument was prepared by and mail to:

D. SHEARER FIRST COMMUNITY BANK AND TRUST P.O. BOX 457

BEECHER, IL 60401

VESTA INVESTMENTS, LLC

Joseph E. Wanner, Member

County Clart's Office

Joseph E. Wanner, Individually

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

GIVEN under my hand and official seal this Σ^{th} day of July, 2006.

Notary Public

WWW. WW JAMAN TOOR COM "2210M EXPIRES 04/08/07 HOLDER COUNTY M. BARBER-"OFFICIAL SEAL"

County of Will STATE OF ILLINO'S

STATE OF ILLINOIS

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO

and purposes therein set forth, increasing the release and waiver of right of homestead. signed, sealed and delivered the said instrument as his free and voluntary act, for the uses foregoing instrument, appeared before me this day in person and acknowledged that he personally known to ne to be the same person(s) whose name(s) is subscribed to the HEREBY CERTIFY and Joseph E. Wanner, member of Vesta Investments, LLC,

DONNA M. BARBER

"OFFICIAL SEAL"

INOIS COWWISSION EXPIRES 04/08

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Wanner, individually

GIVEN under my hand and official seal this 25th day of July, 2006.

STATE OF ILLINOIS Notary Public

signed, sealed and delivered the said instrument as his free and voluntary act, ive the uses foregoing instrument, appeared before me this day in person and acknowledged that he personally known to me to be the same person(s) whose name(s) is sulscribed to the

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I, the undersigned, a Notary Public in and for said County, in the 22ste aforesaid, DO County of Will

GIVEN under my hand and official seal this 25th day of July 2006. and purposes therein set forth, including the release and waiver of right of homestead.

that

Notary Public Lorna Canber ITTINOIS COMMISSION EXPIRES 04/08/07 TONNA M. BARBER "OFFICIAL SEAL"