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EXTENSION AGREEMENT (INDIANA) 2009 079591

STATE OF INDIANA
LAKE COUNTY
FILED FOR REGORD

2009 DEC -2 AM 8: 48

MICHAEL A. BROWN RECORDER

THIS AGREEMENT, made this 15th day of October, 2009, By and between FIRST COMMUNITY BANK AND TRUST BY DONNA BARBER, VP - MORTGAGE LOANS, the Owner of the mortgage or trust deed hereinafter described, and Ga brial Investments, LLC, representing herself or themselves to be the owner or owners of the real estate hereinafter described and in said mortgage or trust 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 Andrea M. Tokar, f/k/a Andrea M. Ganz, managing member of Gabrial Investments, LLC and Andrea M. Tokar, f/k/a Andrea M. Ganz, individually, dated September 25, 2004, secured by a mortgage or trust deed in the nature of a mortgage registered/recorded October 7, 2004, in the office of the Registrar of Titles/Recorder of Lake County, Indiana, as Document No. 2004 086333, conveying to FIRST COMMUNITY BANK AND TRUST certain real estate in Lake County, Indiana, described as follows:

THE SOUTH 5 FEET OF LOT 2, ALL OF LOT 3 AND THE NORTH 10 FEET OF LOT 4 IN BLOCK 3 IN HIGHLAND TERRACE, IN THE TOWN OF HIGHLAND, AS PER PLAT THEREOF, RECORDED DECEMBER 2, 1927 IN PLAT BOOK 21, PAGE 30, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Permanent Real Estate Index Number(s): Address(es) of real estate:

Key No. 27-0121-0003 – 16 - Highland 8410 Kennedy Avenue, Highland, IN 46322

The amount remaining unpaid on the indebtedness is \$94,805.60

2. Said remaining indebtedness of \$94,805.60 shall be paid on or before October 15, 2014,

Said principal sum and interest at the rate of -7.50-% per annum, on the balance of principal remaining from time to time unpaid, shall be payable in installments as follows: Seven hundred seventy and 08/100 (\$770.08) Dollars on the 15th day of November, 2009, and Seven hundred seventy and 08/100 (\$770.08) Dollars, or more, on the 15th day of each successive month thereafter, to and including the 15th day of September, 2014, with a Balloon payment of the balance due on October 15, 2014. 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, 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 **October 15**, **2014**, at the

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3. 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 coverant 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.

4. 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 Dwner agrees to perform all the covenants of 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 the event the property described herein is sold by the maker hereof, then note 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, which 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 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

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 MONEY AT THE RALL OUT OR YOU WILL HAVE TO FIND A LENDER WILLING TO LEND YOU WILL HAVE TO FIND A LENDER WILLING TO LEND YOU WILL YOU WILL HAVE THE LOAN AND UNPAID INTEREST THEN DUE. THE BANK IS THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS YOU MAY OWN, ON YOU WILL HAVE TO FIND A LENDER HIE LOAN WILL HOVE THE BANK IS THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS YOU WAY OWN, OR YOU WILL HAVE TO FIND A LIKE HAN THE ENDING.

STATE OF ILLINOIS

County of Will SS

If, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that **Donna Barber**, **VP of Mortgage Loans** 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 Vice President-Mortgage Loans 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 15th day of October, 2009.

OFFICIAL SEAL
SUSAN M SCHMIDT
NOTARY PUBLIC - STATE OF-ILLINOIS
MY COMMISSION EXPIRES:12/12/10

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 Andrea M. Tokar, f/k/a Andrea M. Ganz, managing member of Gabrial Investments, LLC, personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her 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 15th day of October, 2009.

OFFICIAL SEAL
SUSAN M SCHMIDT
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 12/12/10

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 Andrea M. Tokar, f/k/a Andrea M. Ganz, individually, personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her 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 15th day of October, 2009.

OFFICIAL SEAL SUSAN M SCHMIDT

NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:12/12/10

BLIC STATE OF ILLINOIS Notary Public

In TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this agreement the day

Andrea M. Tokar, managing member Gabrial Investments, LLC FIRST COMMUNITY BANK AND TRUST (SEAL)

Document is

This Document is the property of the Lake County Recorder!

Andrea M. Tokar, individually

and year first above written.

BEECHEK' IF 90401

Dana Shearer

1111 Dixie Highway, PO Box 457

FIRST COMMUNITY BANK AND TRUST

This instrument was prepared by and mail to: