

20 N. Wacker Drive, Ste 1660 Chicago, Illinois 60606-2903 T 312 984 6400 F 312 984 6444 15010 S. Ravinia Avenue, Ste 10 Orland Park, Illinois 60462-5353 T 708 349 3888 F 708 349 1506

DD 312 984 6408 ekfriker@ktjlaw.com

www.ktjlaw.com

May 6, 2011

Ms. Mary Meyering Finance Department Village of Orland Park 14700 S. Ravinia Avenue Orland Park, Illinois 60462



Re: Extension Agreement with KJBB Properties, LLC (Surface Shields)

Dear Mary:

The enclosed Extension Agreement has been recorded with the Cook County Recorder of Deeds on May 3, 2011 as Document No. 1112322093. This document should be retained in the official records of the Village of Orland Park. If you should have any questions, please do not hesitate to contact me.

Very truly yours,

KLEIN, THORPE AND JENKINS, LTD.

E. Kenneth Friker

Enc.

This instrument was prepared by and after recording return to: E. Kenneth Friker Klein, Thorpe and Jenkins, Ltd. 20 N. Wacker Drive - Suite 1660 Chicago, Illinois 60606 RECORDER'S BOX NO. 324



Doc#: 1112322093 Fee: \$44.00 Eugene "Gene" Moore

Cook County Recorder of Deeds Date: 05/03/2011 03:07 PM Pg: 1 of 5

Above for Recorder's Use Only

EXTENSION AGREEMENT

THIS AGREEMENT, made this 5 day of MAY ___, 2010, by and between the VILLAGE OF ORLAND PARK, an Illinois municipal corporation, 14700 S. Ravinia, Orland Park, Illinois 60462 ("Lender"), the owner of the mortgage hereinafter described, and KJBB PROPERTIES, LLC, an Illinois limited liability company, 10455 W. 163rd Place, Orland Park, Illinois 60462, representing itself to be the owner of the real estate hereinafter and in said mortgage described ("Grantor"),

WITNESSETH:

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal promissory note of TWO HUNDRED THOUSAND AND NO/100 (\$200,000.00) DOLLARS dated February 5, 2004, secured by a mortgage recorded February 10, 2004, in the office of the Recorder of Deeds, Cook County, Illinois, as Document No. 0404142027 conveying to Lender certain real estate in Cook County, Illinois, described as follows:

LOTS 15 AND 16 IN APPLE KNOLL INDUSTRIAL PARK UNIT 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 20, TOWNSHIP 36 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 3, 1984 AS DOCUMENTS 26956563 IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 27-20-401-025 and -026

* * * * * * * *

Address(es) of real estate: 10435-61 (Units A, B, C and D) W. 163rd Place, 10451 West 163rd Place and 10455 W. 163rd Place, all in Orland Park, Illinois 60462

- The amount remaining unpaid on the indebtedness is \$116,118.67 (as of April 16, 2010).
- 3. Said remaining indebtedness of \$116,118.67 shall be paid in equal monthly installments of principal and interest in the amount of \$1,289.64 with a final payment of all principal and interest due to be paid on or before March 5, 2014, and the Grantor in consideration of such extension promises and agrees to pay the principal sum secured by said mortgage as and when therein provided, as hereby extended, and to pay interest thereon until March 5, 2014, at the rate of 2.00 per cent per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of 2.00 per cent per annum, and interest after maturity at the rate of 7.00 per cent per annum, and to pay both principal and interest in the currency provided for in the mortgage 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 the Lender's office, 14700 South Ravinia Avenue, Orland Park, Illinois 60462, or such other location as the Lender may from time to time in writing appoint.
- 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 Grantor shall

2

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continue for twenty days after written notice thereof, the entire principal sum secured by said mortgage together with the then accrued interest thereon, shall, without notice, at the option of the Lender, become and be due and payable, in the same manner as if said extension had not

5. This agreement is supplementary to said mortgage. All the provisions thereof and of the principal note, including the right to declare principal and accrued interest due for any cause specified in said mortgage or note shall remain in full force and except as herein expressly modified. The Grantor agrees to perform all the covenants of the Grantor in said mortgage. 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 successors and assigns of the Grantor. The Grantor 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.

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this agreement the day and year first above written.

Lender:

been granted.

VILLAGE OF ORLAND PARK, an Illinois municipal corporation

DANIEL J. McLAUGHLIN,

Village President

ATTEST:

DAVID P. MAHER, Village Clerk

Grantor:

KJBB PROPERTIES, LLC

KYLE W. BEHRINGER, Member

By: AMEY ALEXANDED DEHDINGED

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<u>ACKNOWLEDGMENTS</u>

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that DANIEL J. MCLAUGHLIN, personally known to me to be the President of the Village of Orland Park, and DAVID P. MAHER, personally known to me to be the Village Clerk of said municipal corporation, and 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 severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, to	this)	day of	May	, 2010.

Commission expires 5 - 30 - 14

"OFFICIAL SEAL"
Nancy R. Melinauskas
Notary Public, State of Illinols
My Commission Expires August 30, 2014

Mancy of Melmausher No ary Public

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that KYLE W. BEHRINGER and JAMEY ALEXANDER-BEHRINGER, personally known to me to be Members/Managers of KJBB PROPERTIES, LLC, an Illinois limited liability company, and the same persons whose names are subscribed to the foregoing instrument as said Members/Managers of KJBB PROPERTIES, LLC, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said KJBB PROPERTIES, LLC for the uses and purposes therein set forth.

Commission expires 04/03/2013

OFFICIAL SEAL
DEIRDRE SOLKOWSKI
Notary Public - State of Illinois

My Commission Expires Apr 3, 2013

5