7404/0200 07 001 Page 1 of 5 2**001-09-04** 12:22:46

Cook County Recorder

29,00

OH2038052



as Trustel, Trust # 508

MODIFICATION OF CREDIT AGREEMENT & MORTGAGE

WHEREAS, PARK RIDGE COMMUNITY BANK ("Lender"), has loaned to John E. Cox and Alma T. Cox (individual'y and collectively, the "Borrower") the sum of Two Hundred Thousand and 00/100ths Do la.s (\$200,000.00), (the "Loan") as evidenced by a Credit Agreement dated January 5, 1999 (the "Note"), and secured by a Mortgage dated January 5, 1999 and recorded in the office of the Cook County Recorder, Illinois, as Document Number 99-210088. On October 26, 1909 a Modification of Credit Agreement & Mortgage advancing an additional \$100,000.00 thereby increasing the line of credit from \$200,000.00 to \$300,000.00 and recorded in the Office of the Cook County Recorder, Illinois, as Document Number 09109291 (the "Collateral Document)". The Collateral Document covers the following described premises: (The legal description has been modified to reflect a more detailed description to that of the Mortgage document)

Lot 7 and the East ½ of Vacated Alley Lying West and Adjoining the Vest Line of Lot 7 in Block 10 in the Hulbert Devonshire Terrace, A Subdivision in the Southwest ¼ of Section 35, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

COMMON ADDRESS: 1110 S. Delphia Avenue, Park Ridge, IL. 60068

PERMANENT TAX NUMBER: 09-35-323-016-0000

WHEREAS, the Borrower has requested, and Lender has agreed to a modification of the terms and conditions of the aforesaid loan,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties hereto agree as follows:

1. The unpaid principal balance of the Note is currently \$300,733.31

BOX 333-CTI

Dinitials A

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- 2. The Borrower has requested and the Lender has agreed to increase the Credit Limit from Three Hundred Thousand and 00/100ths Dollars (\$300,000,00) to Three Hundred Fifty Thousand Dollars and 00/100ths (\$350,000.00) under the terms and conditions of the loan.
- 3. See Exhibit "A" attached hereto and made a part hereof for information regarding Finance Charges and your Annual Percentage Rate.
- 4. All other terms and conditions of the Note and the aforesaid Collateral Document are hereby incorporated by reference herein and in all respects the Note, Collateral Document, and other documents executed pursuant to the Loan, except as hereby modified shall remain unchanged and continue in full force and effect.
- 5. Borrower represents and warrants that (a) there has been no default under the Note, Collateral Document or any other Loan document, nor has there been an event, which is continuing, which might mature into a default; (b) there has been no adverse change in the financial condition of the Borrower, or any of them, or any other person(s) or entity(s) that are obligated on the Loan, whether directly of indirectly. absolutely or contingently, jointly or severally, or jointly and severally; and (c) there has been no diminution in the value of the mortgaged property or any other property securing the Loan.
- 6. Borrower, by execution of this Agreement, hereby reaffirms, assumes and agrees to be bound by all of the obligations, duties, rights, representations, warranties, covenants, terms and conditions that are contained in the Note and the Collateral Document.

	IN WITNESS WHEREOF, the partie 1	nereto have signed, sealed and	delivered this
	Agreement as of the 194 day of	ptimble	, 2000.
_	TE G	'Ort	
_	John E. Cox	0,0	
	Alma F. Cox		Occ
	Almà T. Cox	CHICAGO TITLE LAND TR	UST COMPANY
		old teurT rebru peteurT as	5/2
		and not personally SEE ATTACHED E	VCI II DATORY
		BY: CLAUSE FOR	ACULPATURY
	<u>-</u> ,	— HOUSEMAN I VISE PA	THE PROPERTY OF THE PARTY OF TH
	PARK RIDGE COMMUNITY BANK	^* 1	e • e 2001
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By: There Colate

Thomas E. Carter, Executive Vice President

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EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST NO. 508 a/k/a 5500508 ATTACHED TO AND MADE A PART OF THAT MODIFICATION OF CREDIT AGREEMENT AND MORTGAGE dated September 19, 2000 to PARK RIDGE COMMUNITY BANK

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property spec fically described herein, and this instrument is executed and delivered by said Trustee not in its own right, out solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Date: 08-16-01

CHICAGO TITLE LAND TRUST COMPANY

as Trustee as aforesaid and not personally

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State of Illinois County of Cook

SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, to hereby certify that the above named Officer/Authorized Signer of CHICAGO TITLE LAND TRUST COMPANY, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Officer/Authorized Signer, appeared before me this day in person and acknowledged that she/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Officer// utporized Signer then and there acknowledged that the said Officer/Authorized Signer, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Officer/Authorized Signer's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this August 16, 2001

"OFFICIAL SEAL" LYNDA S. BARRIE Notary Public, State of Illinois My Commission Expires 4/27/02

AAA6600000666AA

Notary Public

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(STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that John E. Cox and Alma T. Cox, and personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notary Seal this /9Hday of

. 2000

Notary Public

STATE OF ILLINOIS)

SS.

COUNTY OF COOK

OFFICIAL SEAL
TIMOTHY J COYNE

NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:06/08/04

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Thomas E. Carter, personally known to me to be the Executive Vice President of PARK RIDGE COMMUNITY BANK, an Illinois banking corporation, and Timothy J. Coyne, personally known to me to be the Assistant Vice President of said banking corporation, and personally known to me to be the same persons whose names are subscribed to foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers, they signed and delivered that said instrument of said banking corporation and caused the corporate seal of said banking corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said banking corporation, as their free and voluntary act, and as the free and voluntary act and deed of said banking corporation, for the uses and purposes therein set forth.

Fiven under my hand and Notary Seal this

day of Lep

2000.

Notary Public

MAIL TO pupty

PARK RIDGE COMMUNITY BANK 626 TALCOTT ROAD PARK RIDGE, IL. 60068 "OFFICIAL SEAL"
GERALDINE A. SMENTEK

NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 1/29/2002

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EXHIBIT "A"

Periodic Statements: If you have a balance owing on your Credit Line Account or have any account activity, we will send you a periodic statement. It will show, among other things, or adif advances, FINANCE CHARGES, other charges, payments made, other credits, your "Previous Balance," and your "New Balance." Your statement also will identify the Minimum Payment you must make for that billing period and the date it is due.

When FINANCE CHARGES Begin to Accive. Periodic FINANCE CHARGES for credit advances under your Credit Line will begin to accrue on the date credit advances are posted to your Credit Line. There is no "free ride period" which would allow you to avoid a FINANCE CHARGE on your Credit Line credit advances.

Method Used to Determine the Balance on Whic'. The FINANCE CHARGE Will Be Computed. A daily FINANCE CHARGE will be imposed on all credit advances made under your Credit Line imposed from the date of each credit advance based on the "average daily balance" method. To get the average daily balance we take the beginning balance of your Credit Line Account each day, add any new advances and subtract any payments or credits and any unpaid FINANCE CHARGES. This gives (s a caily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us if a average daily balance."

Method of Determining the Amount of FINANCE CHARGE. A ly FINANCE CHARGE is determined by applying the "Periodic Rate" to the balance described above. Then we multiply by the number of days in the billing cycle. This is your FINANCE CHARGE calculated by applying a Periodic Rate.

Periodic Rate and Corresponding ANNUAL PERCENTAGE RATE. We will determine the Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE as follows. We start with an independent index, (the "Index"), which is the Wall Street Journal Prime rate as of the 25th of the preceding month. We will use the most recent Index value available to us as of the date of any ANNUAL PERCENTAGE RATE adjustment. The Index is not necessarily the lowest rate charged by us on our loans. To determine the Pariodic Rate that will apply to your account, we then divide the value of the Index by the number of days in a year (daily). To obtain the ANNUAL PERCENTAGE RATE we multiply the Periodic Rate by the number of days in a year (daily). This result is the ANNUAL PERCENTAGE RATE. The ANNUAL PERCENTAGE RATE includes only interest and no other costs.

The Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE on your Credit Line will increase or decrease as the Index increases or decreases from time to time. Any increase in the Periodic Rate will take the form of higher payment amounts. Adjustments to the Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE resulting from changes in the Index will take effect monthly. In no event will the corresponding ANNUAL PERCENTAGE RATE be more than the lesser of 20.000% or the maximum rate allowed by applicable law. Today the Index is 9.500% per annum, and therefore the initial Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE on your Credit Line are as stated below:

Range of Balance	Margin Added	ANNUAL PERCENTAGE RATE	Daily Periodic
or Conditions	to Index		Rate
All Balances	3%	9.20%	0.0252%

Notwithstanding any other provision of this Agreement, we will not charge interest on any undisbursed loan product's.

Conditions Under Which Other Charges May be imposed. You agree to pay all the other fees and charges related to your Credit Line as set forth below:

Returned Items. You may be charged \$15.00 if you pay your Credit Line obligations with a check, draft, or other item that is dishonored for any reason, unless applicable law requires a lower charge or prohibits any charge.

Fee to Stop Payment. Your Credit Line Account may be charged \$15.00 when you request a stop payment on your account.

Late Charges. Your payment will be late if it is not received by us within 14 days of the "Payment Due Date" shown on your periodic statement. If your payment is late we may charge you 5.000% of the payment.

A & O

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