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Cook County Recorder

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CHICAGO TITLE LAND TRUST COMPANY  
As Trustee, Trust # 508

**MODIFICATION & EXTENSION OF CREDIT AGREEMENT & MORTGAGE**

WHEREAS, PARK RIDGE COMMUNITY BANK ("Lender"), has loaned to John E. Cox and Alma T. Cox (individually and collectively, the "Borrower") the sum of Two Hundred Thousand and 00/100ths Dollars (\$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, 1999 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. On September 19, 2000 a Modification of Credit Agreement & Mortgage advancing an additional \$50,000.00 thereby increasing the line of credit from \$300,000.00 to \$350,000.00 and to be recorded in the Office of the Cook County Recorder, Illinois (the "Collateral Document"). The Collateral Document covers the following described premises:

Lot 7 and the East 1/2 of Vacated Alley Lying West and Adjoining the West Line of Lot 7 in Block 10 in the Hulbert Devonshire Terrace, A Subdivision in the Southwest 1/4 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 and extension of the terms and conditions of the aforesaid loan,

Sec initials ATC initials

BOX 333-CTA

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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 \$332,741.91.
2. The Borrower has requested and the Lender has agreed to increase the Credit Limit from Three Hundred Fifty Thousand and 00/100ths Dollars (\$350,000.00) to Four Hundred Thousand Dollars and 00/100ths (\$400,000.00) under the terms and conditions of the loan.
3. The Maturity Date of the Loan is hereby extended to July 30, 2006.
4. The interest rate is adjusted from 0.30% below the index rate to 0.50% below the index rate as defined in the Credit Agreement. The index rate is currently 6.75% per annum, and therefore the Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE on your Credit Line will be as stated below:

<u>RANGE OF BALANCE OR CONDITIONS</u>	<u>MARGIN ADDED TO INDEX</u>	<u>ANNUAL PERCENTAGE RATE</u>	<u>DAILY RATE</u>
All Balances	-0.50%	6.25%	0.01712%

5. Borrower may prepay all or any amount owing under the Home Equity Line of Credit at any time without penalty, but Borrower understands a \$500.00 fee will be assessed if the Home Equity Line of Credit is closed within two years of its inception.
6. 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.
7. 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 or 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.
8. 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.

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IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Agreement as of the 30<sup>th</sup> day of July, 2001.

*[Signature]*  
John E. Cox

*[Signature]*  
Alma T. Cox

CHICAGO TITLE LAND TRUST COMPANY  
as Trustee under Trust No. 508  
and not personally

BY: ~~SEE ATTACHED EXCULPATORY~~  
ASSISTANT VICE PRESIDENT  
CLAUSE FOR SIGNATURE

PARK RIDGE COMMUNITY BANK

By: *[Signature]*  
Geraldine Cooper, Vice President

Attest: *[Signature]*  
Timothy J. Coyne, Vice President

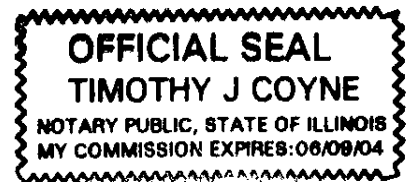
JUG 28 2001

(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 30<sup>th</sup> day of July, 2001.

Notary Public



*[Signature]* initials *[Signature]* initials

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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 July 30, 2001 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 specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but 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

By: *Sedwa Molyca*  
Officer / Authorized Signer



State of Illinois  
County of Cook                      SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do 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/Authorized 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  
.....

*Lynnda S. Barrie*  
Notary Public

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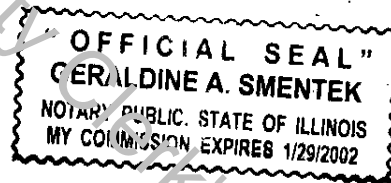
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STATE OF ILLINOIS)  
  ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Geraldine Cooper, personally known to me to be the Vice President of PARK RIDGE COMMUNITY BANK, an Illinois banking corporation, and Timothy J. Coyne, personally known to me to be the 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.

Given under my hand and Notary Seal this 10<sup>th</sup> day of July, 2001.

*Geraldine A. Smentek*  
Notary Public



MAIL TO: *[Handwritten initials]*

PARK RIDGE COMMUNITY BANK  
626 TALCOTT ROAD  
PARK RIDGE, IL. 60068

*dec* initials    *AJC* initials

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