

Prepared by and after recording return to:

Eugene J. Rudnik, Jr.
Kemp & Grzelakowski, Ltd.
1900 Spring Road Suite 500
Oak Brook, Illinois 60523



RECORDER'S STAMP

ADDITIONAL ADVANCE AGREEMENT

This Additional Advance Agreement (the "Agreement") is made as of this 20th day of July, 2002 by and between James J. Bertucci and Jeanette Bertucci, his wife (collectively "Borrower") and First Bank of the Americas, S.S.B., an Illinois savings bank ("Lender").

RECITALS:

WHEREAS, Borrower is justly indebted to Lender pursuant to and evidenced by a Promissory Note dated October 1, 2001, in the original principal amount of TWO HUNDRED FIFTY-SIX THOUSAND AND NO/100THS (\$256,000.00) DOLLARS made by Borrower in favor of Lender (the "Note") and secured by that certain Mortgage dated October 1, 2001, given by Borrower in favor of Lender and recorded October 12, 2001 with the Cook County Recorder as Document No. 0010951919 the ("Mortgage"), which Mortgage encumbers the property legally described therein and in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the purpose of the loan evidenced by the Note is to provide financing to the Borrower for the construction of the Property for residential purposes;

WHEREAS, the cost of construction has exceeded Borrower's initial estimate and Borrower now seeks additional funds for further construction purposes in connection with the Property; and

WHEREAS, the Mortgage provides that the Mortgage is intended to secure additional sums as may be loaned or advanced so long as the indebtedness secured by the Mortgage does not exceed \$1,000,000.00; and

WHEREAS, Lender is agreeable to an advance of additional funds secured by the Mortgage on the terms and conditions set forth herein.

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

1. The outstanding principal balance available under the Note as of the date hereof is \$256,000.00.
2. The maturity date under the Note shall remain October 31, 2002.

BOX 158

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UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Walter J. Sarna, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT James J. Bertucci and Jeanette Bertucci who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20 day of July, 2002

Walter J. Sarna
Notary Public



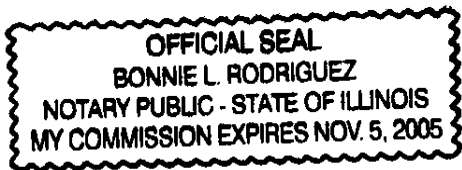
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

20860295

I, Bonnie Rodriguez, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Walter J. Sarna Vice President of First Bank of the Americas, S.S.B., a bank existing under the laws of the State of Illinois, and Ronald S. Theis, Vice President ~~Secretary~~ Secretary of said bank who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such , Vice President and Vice President Secretary respectively, 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 bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of July, 2002.

Bonnie L. Rodriguez
Notary Public



UNOFFICIAL COPY

3. The principal balance available under the Note and secured by the Mortgage is hereby increased by \$84,000.00 (the "Additional Advance") from \$256,000.00 to \$340,000.00, plus any additional sums which may hereafter be loaned to Borrower by Lender or advanced under the loan documents, even though the aggregate amount outstanding at any time may exceed \$340,000.00.

4. Upon funding of the Additional Advance, Borrower shall pay to Lender a service fee of \$475.00, plus pay all of Lender's expenses in connection with the documentation, recording and enforcement of his Agreement, including Lender's attorney's fees and costs.

5. Unless expressly modified herein, all terms of the Note and Mortgage, as well as all of the other loan documents remain in full force and effect and are hereby deemed restated.

James J. Bertucci
JAMES J. BERTUCCI

Jeanette Bertucci
JEANETTE BERTUCCI

FIRST BANK OF THE AMERICAS, S.S.B.
an Illinois savings bank

By: Walter J. Sarna
Name: Walter J. Sarna
Title: Vice President

By: Ronald S. Theis
Name: Ronald S. Theis
Title: Vice President

20860295

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

Legal Description

LOTS 19 IN BLOCK 3 IN D.W. BAKER'S SUBDIVISION OF THE EAST HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 4535 S. Wallace Street
Chicago, IL 60609

P.I.N. No.: 2004-324-001

Property of Cook County Clerk's Office

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Prepared by and Return to:
Eugene J. Rudnik, Jr.
KEMP & GRZELAKOWSKI, LTD.
1900 Spring Road, Suite 500
Oak Brook, Illinois 60523-1495