



Doc#: 0512642271
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 05/06/2005 11:08 AM Pg: 1 of 4

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MODIFICATION & EXTENSION OF CREDIT AGREEMENT & MORTGAGE

WHEREAS, PARK RIDGE COMMUNITY BANK ("Lender"), has loaned to VINCENT R. DEJULIO and CAROL M. DEJULIO (individually and collectively, the "Borrower") the sum of Fifty Thousand Dollars (\$50,000.00), (the "Loan") as evidenced by a Credit Agreement dated July 1, 2003 (the "Note"), and secured by a Mortgage dated July 1, 2003 and recorded in the office of the Cook County Recorder, Illinois, as Document Number: 0320442342 (the "Collateral Document"). The Collateral Document covers the following described premises:

LOT 31 IN BLOCK 2 IN KINSEY'S TALCOTT ROAD SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 1304 S. Crescent Avenue, Park Ridge, IL 60068

PERMANENT TAX NUMBER: 12-02-204-031-0000

WHEREAS, the Borrower has requested, and Lender has agreed to an extension of the maturity and 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 Forty Nine Thousand Seven Hundred Seventy Nine and 13/100ths Dollars (\$49,779.13).
2. The maturity of the Note is hereby extended from July 1, 2008 to April 22, 2010.

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3. The credit limit on the subject line of credit is hereby increased from Fifty Thousand Dollars (\$50,000.00) to Eighty Five Thousand Dollars (\$85,000.00).
4. In no event will the annual percentage rate be less than 3.950% per annum.
5. The interest rate shall remain at the index rate minus 0.30% (as defined in the Credit Agreement). The index rate is currently 5.75% 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	-0.30%	5.45%	0.01493%

6. You also grant us a security interest in any deposit accounts that you have now or in the future at the Bank. If a Regular Payment on your Credit Line is not received within 10 days after the "Payment Due Date" shown on your periodic statement, you acknowledge that we may withdraw funds from any of your deposit accounts to pay a delinquent Regular Payment. However, we have no obligation to use funds in your deposit accounts to pay a delinquent Regular Payment, and if we do not use funds in your deposit accounts to pay a delinquent Regular Payment, we can enforce any of the "Lender's Rights" set forth in this Agreement.
7. Borrower further agrees to pay any and all costs which have been paid or incurred to date or may in the future be paid or incurred, by or on behalf of the Lender, including attorney's fees, in connection with any lawsuit, arbitration or matter of any kind, to which borrower is a party, all of which costs shall be secured by any and all property that secures repayment of the Loan.
8. No Borrower shall transfer, sell, convey, assign or dispose of in any manner, a material portion of such Borrower's assets, (based upon the assets owned by borrower as disclosed in the most recent financial statement provided to Lender prior to the execution of this agreement), whether to (a) another borrower, (b) an individual or entity who has unconditionally assumed the obligations arising under the Note in a manner satisfactory to Lender, or (c) any other third party, without Lender's prior written consent.

All other terms and conditions of the Note, the aforesaid Collateral Document(s), and other documents executed pursuant to the Loan, are hereby incorporated by reference and in all respects, except as hereby modified, shall remain unchanged and continue in full force and effect.

Borrower represents and warrants that (a) there has been no default under the Note, Collateral Document(s) or any other Loan document, nor has there been an event, which is

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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.

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, the Collateral Document(s), or any other Loan documents.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Agreement as of the 22nd day of April, 2005.

X *Vincent R. DeJulio*

Vincent R. DeJulio

X *Carol M. DeJulio*

Carol M. DeJulio

PARK RIDGE COMMUNITY BANK

By: *Geraldine Cooper*

Geraldine Cooper, Vice President

Attest: *Charles W. Maegdlin*

Charles W. Maegdlin, Vice President

INDIVIDUAL ACKNOWLEDGMENT

(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 Vincent R. DeJulio and Carol M. DeJulio are 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 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 22nd day of April, 2005.

Tina J. Logan
Notary Public

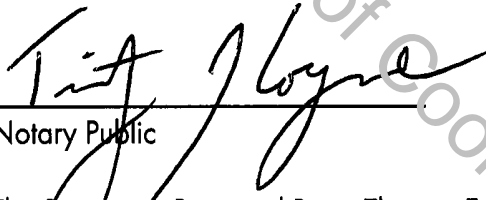
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BANKING CORPORATION ACKNOWLEDGMENT

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 Charles W. Maegdlin, 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 22nd day of April, 2005.



Notary Public



This Document Prepared By: Thomas E. Carter, President
Park Ridge Community Bank
626 Talcott Road
Park Ridge, IL 60068

MAIL TO: PARK RIDGE COMMUNITY BANK
626 TALCOTT ROAD
PARK RIDGE, ILLINOIS 60068
LOAN NUMBER: 51443188