



Doc#: 0722203101 Fee: \$30.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/10/2007 01:40 PM Pg: 1 of 4

**MODIFICATION & EXTENSION OF PROMISSORY NOTE & MORTGAGE**

WHEREAS, PARK RIDGE COMMUNITY BANK ("Lender"), has loaned to Jowita Czaban and Les Rybaltowski (individually and collectively, the "Borrower") the sum of no more than Seven Hundred Twenty Two Thousand Five Hundred Dollars (\$722,500.00) at any time, (the "Loan") as evidenced by a Promissory Note dated March 17, 2006 as amended from time to time (the "Note"), and secured in part by a Mortgage and an Assignment of Rents both dated March 17, 2006 and recorded in the office of the Cook County Recorder, Illinois, as Document Number(s): 0609304138 and 0609304139 respectively (the "Collateral Documents"). The Collateral Documents cover the following described premises.

LOT 47 IN GAIL ANN ADDITION TO NILES, BEING A SUBDIVISION IN THE SOUTHEAST ¼ OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 17384867, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 7507 W. Mulford Street, Niles, Illinois 60714

PERMANENT TAX NUMBER: 09-25-222-027-0000

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 to modify the Note and Collateral Document as follows:

1. The unpaid principal balance of the Note is currently Six Hundred Nine Thousand Six Hundred Forty Four and 38/100ths Dollars (\$609,644.38).
2. The credit limit on the subject line of credit is hereby increased from Seven Hundred Twenty Two Thousand Five Hundred Dollars (\$722,500.00) to Seven

Handwritten initials and signatures: "JC LR" and a vertical list of initials including "SL", "S-L", "ML", "PL", "BR".

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Hundred Eighty Four Thousand Five Hundred Dollars (\$784,500.00).

3. The definition of the "Note" in the Collateral Document(s) is amended by deleting Seven Hundred Twenty Two Thousand Five Hundred Dollars (\$722,500.00) and substituting Seven Hundred Eighty Four Thousand Five Hundred Dollars (\$784,500.00).
4. The maturity of the Note is hereby extended from June 17, 2007 to September 17, 2007; all documents executed pursuant to the Loan are amended accordingly.
5. The interest rate payable on the Note, as modified, shall be changed from Prime + 1.00% (per annum) floating to Prime + 2.00% (per annum) floating effective June 17, 2007.
6. Borrower also grants Lender a security interest in any deposit accounts that Borrower (or any of them) have now or in the future with Lender. If a Regular Payment on the Note is not received within 10 days after the "Payment Due Date" shown on your periodic statement, Borrower acknowledges that Lender may withdraw funds from any of Borrower's deposit accounts to pay a delinquent Regular Payment. However, Lender has no obligation to use funds in Borrower's deposit accounts to pay a delinquent Regular Payment, and if Lender does not use funds in Borrower's deposit accounts to pay a delinquent Regular Payment, Lender can enforce any of the "Lender's Rights" set forth in the Note.
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.

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 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.

*JL CR*

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IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Agreement as of the 17th day of June, 2007.

**BORROWER:**

X Jowita Czaban  
Jowita Czaban

X Les Rybaltowski  
Les Rybaltowski

**GRANTOR:**

X Jowita Czaban  
Jowita Czaban

**PARK RIDGE COMMUNITY BANK**

By: Geraldine Cooper  
Geraldine Cooper, Vice President

Attest: Mark A. Cisek  
Mark A. Cisek, Assistant 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 Jowata Czaban and Les Rybaltowski 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 17th day of June, 2007.

Timothy J. Coyne  
Notary Public  
My commission expires 6-9-2008



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## BANKING CORPORATION ACKNOWLEDGMENT

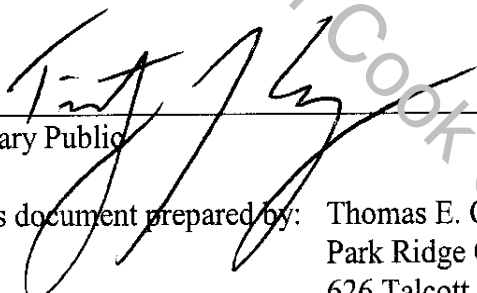
STATE OF ILLINOIS)

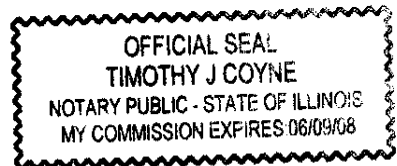
) SS.

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 Mark A. Cisek, 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.

Given under my hand and Notary Seal this 17th day of June, 2007.

  
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Notary Public



This document prepared by: Thomas E. Carter, President  
Park Ridge Community Bank  
626 Talcott Road, P.O. Box 829  
Park Ridge, IL. 60068

MAIL TO: PARK RIDGE COMMUNITY BANK  
626 TALCOTT ROAD, P.O. BOX 829  
PARK RIDGE, ILLINOIS 60068  
LOAN NUMBER: 01837670

