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Cook County Recorder

27.00

HPA054957



CHICAGO TITLE LAND TRUST COMPUTE

AS TRUSTEE TR# 508

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MODIFICATION OF CREDIT AGREEMENT & MORTGAGE

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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 Bollars (\$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 (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 West 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 \$201,241.83.
- 2. The credit limit on the subject line of credit is hereby increased from \$200,000.00 to \$300,000.00.

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BOX 333-CTI

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3. The interest rate shall be reduced from the index rate (as defined in the Credit Agreement) plus 0.000% to .030% less than the index rate. The index rate is currently 8.25% per annum, and therefore the Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE on your Credit Line will be as stated below:

RANGE OF BALANCE MARGIN ADDED ANNUAL PERCENTAGE DAILY
PERIODIC
OR CONDITIONS TO INDEX RATE RATE
All Balances -.30% 7.95% .0218%

- 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 of 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 nortgaged property or any other property securing the Loan.
- 6. Borrower, by execution of this Agreement, hereby tenffirms, 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 parties hereto have signed, sealed and delivered this Agreement as of the 26/6day of October , 1999.

John E. Cox

Alma T. Cox

PARK RIDGE COMMUNITY BANK

SEE ATTACHED EXCULPATORY CLAUSE FOR SIGNATURE

Thomas E. Carter, Executive Vice President

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UNOFFICIAL COPY 09109291

(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 264 day of October, 1999.

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) SS.

COUNTY OF COOK)

STATE OF ILLINOIS)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CENTIFY 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 of 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 26 Hday of October, 1999.

Notary Public

MAIL TO:

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

initials initials

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09109291

EXCULPATORY CLAUSE FOR THE CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE

UNDER TRUST NO.

ATTACHED TO THAT MODIFICATION

DATED

10/26/99

PK RIDGE COMMONITY

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 reasonal responsibility is assumed by nor shall at any time be asserted or enforceable against The Chicago 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.

The Chicago Title Land Trust Company

Under Trast No.

By:

Assistant Vice President

Attest:

By:

State of Illinois County of Cook

SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereb, certify that the above named Assistant Vice President and Assistant Secretary of THE CHICAGO TITLE LAND TRUST CO. personally known to be the same persons whose names are subscribed to the foregoing instrument as such Assistar. Vice President and Assistant 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 Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that the said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary'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

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NOTARY PUBLIC