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Doc#: 0926505126 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/22/2009 12:30 PM Pg: 1 of 5

REPUBLIC TITLE COMPANY
1941 ROHLWING ROAD
ROLLING MEADOWS, IL 60008

R092109-3

1 of 1 rm agency

MODIFICATION & EXTENSION OF PROMISSORY NOTE & MORTGAGE

This Modification and Extension of Promissory Note and Mortgage ("Agreement") is entered into as of the 17th day of June, 2009, by and between Park Ridge Community Bank ("Lender") and Eugene Wiszowaty, Julita Wiszowaty, Jesse Kulik and North Lockwood JAZ, Inc. (individually and collectively, the "Borrower").

WHEREAS, Lender, has loaned to Borrower the sum of no more than Six Hundred Thirty Seven Thousand Five Hundred and 00/100th Dollars (\$637,500.00) and later amended to Four Hundred Seventy Seven Thousand Five Hundred and 00/100th Dollars (\$477,500.00) at any time, (the "Loan") as evidenced by a Promissory Note dated December 17, 2003 and modified and extended pursuant to Modification and Extension Agreements dated December 17, 2005, June 17, 2007 and June 17, 2008 (the "Note"), and secured in part by a Mortgage and an Assignment of Rents both dated December 17, 2003 and recorded in the office of the Cook County Recorder, Illinois, as Document Number(s) 0400911059 and 0400911060, respectively (the "Collateral Document(s)"). The Collateral Document(s) cover the following described premises:

LOT 56 AND LOT 57 IN THE HULBERT FULLERTON AVENUE HIGHLANDS SUBDIVISION NUMBER 18, BEING A SUBDIVISION OF THE NORTH 314.2 FEET OF THE SOUTH 2485.50 FEET OF THE EAST 1/2 (EXCEPT THE EAST 174.00 FEET THEREOF) OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 2715-2723 N. LOCKWOOD AVENUE, CHICAGO,
ILLINOIS, 60625.

PERMANENT TAX NUMBER: 13-28-307-001-0000

WHEREAS, the Borrower has requested an extension of the maturity of the aforesaid Loan,

JK.
ACU JWS

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WHEREAS, Lender has agreed to such extension of the maturity of the aforesaid Loan provided that, and subject to monthly payments of interest only being changed to monthly principal payments in the amount of \$675.00 plus interest.

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(s) as follows:

1. The Recitals set forth above are fully incorporated by reference herein.
2. The unpaid principal balance of the Note is currently Four Hundred Seventy Seven Thousand Five Hundred and 00/100th Dollars (\$477,500.00).
3. The maturity of the Note is hereby extended from June 17, 2009 to June 17, 2011; and all documents executed pursuant to the Loan are amended accordingly.
4. The monthly loan payments of interest only will be changed to principal payments of \$675.00 plus interest, beginning with the September 17, 2009 payment until maturity of the Note. Borrowers final payment will be due on June 17, 2011, and will be for all principal and accrued interest not yet paid.
5. 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.
6. 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.

JR.
EW jr

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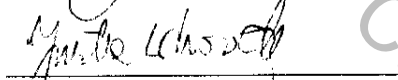
Borrower represents and warrants that (a) there has been no default under the Note, Collateral Document(s) or any other Loan document, nor has there been an event, which is continuing, which might mature into a default; (b) there has been no adverse change in the financial condition of the Borrower, 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.

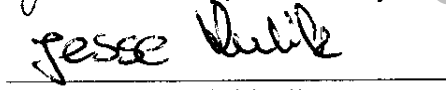
Borrower, by execution of this Agreement, hereby reaffirms, assumes and agrees to be bound by all of the obligations, duties, rights, representations, warranties, covenants, terms and conditions that are contained in the Note, the Collateral Document(s), or any other Loan documents.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Agreement as of the 17th day of June, 2009.

BORROWER:

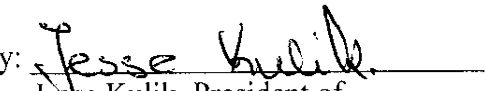
X 
Eugene Wiszowaty, Individually

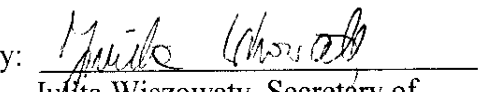
X 
Julita Wiszowaty, Individually

X 
Jesse Kulik, Individually

GRANTOR:

NORTH LOCKWOOD JAZ, INC.

By: 
Jesse Kulik, President of
North Lockwood, Inc.

By: 
Julita Wiszowaty, Secretary of
North Lockwood, Inc.

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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.

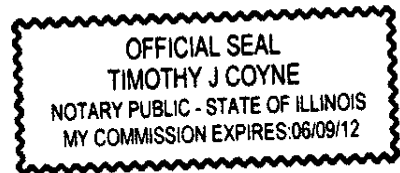
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Eugene Wiszowaty, Julita Wiszowaty and Jesse Kulik, 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, 2009.

Timothy J. Coyne
Timothy J. Coyne - Notary Public

My commission expires: 6-9-2012



CORPORATE ACKNOWLEDGMENT

(STATE OF ILLINOIS)

) SS.

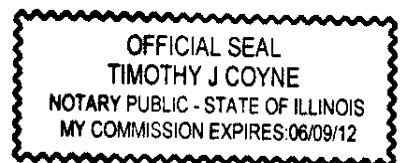
COUNTY OF COOK

On this 17th day of June, 2009, before me, the undersigned Notary Public, personally appeared Jesse Kulik, President of North Lockwood JAZ, Inc. and Julita Wiszowaty, Secretary of North Lockwood JAZ, Inc. and known to me to be (an) authorized agent(s) of the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and in fact executed it on behalf of the corporation.

Given under my hand and Notary Seal this 17th day of June, 2009.

Timothy J. Coyne
Timothy J. Coyne - Notary Public

My commission expires: 6-9-2012

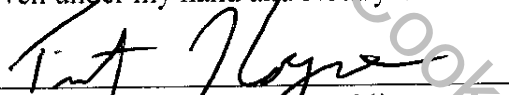


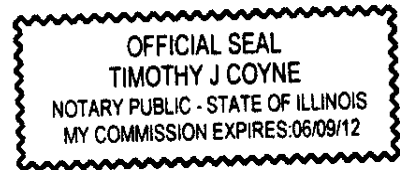
UNOFFICIAL COPY**BANKING CORPORATION ACKNOWLEDGMENT**

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, 2009.


 Timothy J. Coyne – Notary Public



My commission expires: 6-9-2012

This document prepared by: Victoria Dreuth, Loan Specialist Assistant
 Park Ridge Community Bank
 626 Talcott Road
 P.O. Box 829
 Park Ridge, IL. 60068

MAIL TO: PARK RIDGE COMMUNITY BANK
 626 TALCOTT ROAD
 PARK RIDGE, ILLINOIS 60068
 Loan #51524970