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Doc#: 1009940178 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 04/09/2010 12:01 PM Pg: 1 of 5

REPUBLIC TITLE COMPANY, 1941 ROHLWING ROAJ ROLLING MEADOWS, IL 600.6

R040510.5

MODIFICATION OF FROMISSORY NOTE & MORTGAGE

This modification of Promissory Note and Mor gage ("Agreement") is entered into as of the 18th day of March, 2010, by and between Fark Ridge Community Bank ("Lender") and Eitan Coresh, married to Eden Coresh (This 1, not homestead property) (individually and collectively, the "Borrower").

WHEREAS, Lender, has loaned to Borrower the sum of no more than One Hundred Eleven Thousand and 00/100ths Dollars (\$111,000.00) at any time, (the "Loan") as evidenced by a Promissory Note dated April 21, 2008 (the "Note"). and secured in part by a Mortgage and an Assignment of Rents both dated April 21, 2008 and recorded in the office of the Cook County Recorder, Illinois, as Document Numbers: 5811504059 and 0811504060, respectively (the "Collateral Documents"). The Collateral Documents cover the following described premises:

SEE EXHIBIT "A"

COMMON ADDRESS: 7731 N. PAULINA, UNIT A, CHICAGO, IL 60626 PERMANENT TAX NUMBER: 11-30-216-017-1001 AFFECTS PIQ AND OP

WHEREAS, the Lender has requested, and Borrower 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 to modify the Note and Collateral Documents as follows:



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- 1. The Recitals set forth above are fully incorporated by reference herein.
- 2. The unpaid principal balance of the Note is currently \$0.00.
- 3. The credit limit on the subject line of credit is hereby decreased from \$111,000.00 to \$101,600.00.
- 4. The definition of the "Note" in the Collateral Documents is amended by deleting "\$111,000.00" and substituting "\$101,600.00".
- 5. Each Borrower will provide annually (or more frequently if required by Lender) the financial information needed by Lender so that Lender can perform a global cash flow analysis on them. This will include the following: current personal financial statement(s); current complete copies of personal tax returns and tax returns of any entities owned by Borrower; current rent rolls on each real estate property owned by Borrower and copies of leases for any commercial tenants of real estate properties owned by Borrower. All such statements and reports shall be in a form and detail satisfactory to Lender.
- 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, arbitation or matter of any kind, to which borrower is a party, all of which costs shall be see ned by any and all property that secures repayment of the Loan.

All other terms and conditions of the Note, the aforesaid Collateral Documents, 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 Documents 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.

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Junit Clouts Office

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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 Documents, or any other Loan documents.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Agreement as of the 18th day of March, 2010.

BORROWER:

Eitan Coresh, Individually

GRANTOR:

Eitan Coresh, Individually

PARK RIDGE COMMUNITY BANK

Geraldine Cooper, Vice President

Attest.

Mark A. Cisek, Assistant Vice President

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| 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 Eitan Coresh, is personally known to |
| me to be the same person whose name are subscribed to the foregoing instrument, |
| appeared before me this day in person and acknowledged that he signed, sealed and |
| delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth. Given under my hand and Notary Seal this 18 th day of March, 2010. |
| therein set forth. Given under my hand and Notary Sear this 18 day of March, 2010. |
| By Willet World Residing at Cook Cty I |
| Notary Public in arti for the State of |
| My commission expires 2/5/13 OFFICIAL SEAL |
| MICHELLE E CROCKETT Notery Public - State of Illinois |
| BANKING CORPORATION ACKNOWLEDGINE Expires Feb 5, 2013 |
| 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 |
| voluntary act and deed of said banking corporation, for the uses and purposes therein set |
| forth. Given under my hand and Notary Seal this 18 th day of March, 2010. |
| forth. Given under my hand and Notary Seal this 18 th day of March, 2010. |
| forth. Given under my hand and Notary Seal this 18 th day of March, 2010. By: |

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

My commission expires

\$13 6-9-2012

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

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EXHIBIT "A"

UNIT A IN THE 7731 N. PAULINA CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOT 4 IN BLOCK 7 IN GUNDERSON'S NORTH BIRCHWOOD SUBDIVISION OF BLOCK 4 TO 17 OF DAVID P. O. LEARY'S SUBDIVISION IN THE SOUTH 1/2 OF THE NORTHEAST 1/2 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0517503070; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLIP OIS.

Ch. Dr. Clarks Office COMMON ADDRESS: 7731 N. PAULINA, UNIF A, CHICAGO, IL 60626

PIN: 11-30-216-017-1001