



Doc#: 1123049024 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/18/2011 11:18 AM Pg: 1 of 5

REPUBLIC TITLE COMPANY
1941 ROHLWING ROAD
ROLLING MEADOWS, IL 60008

RO81611-10

MODIFICATION & EXTENSION OF PROMISSORY NOTE & MORTGAGE

This modification and extension of Promissory Note and Mortgage ("Agreement") is entered into as of the 29th day of June, 2011, by and between Park Ridge Community Bank ("Lender") and North Star Trust Company, as Successor Trustee to Park National Bank, as Successor to Cosmopolitan Bank, as Trustee Under the Provisions of Trust Agreement Dated December 12, 1997 and Known as Trust Number 30743 ("Grantor") and John C. DiMaggio (individually and collectively, the "Borrower").

WHEREAS, Lender, has loaned to Borrower the sum of Two Hundred Twenty Thousand and 00/100ths Dollars (\$220,000.00), (the "Loan") as evidenced by a Promissory Note dated April 4, 2008, as modified pursuant to the Modification Agreement dated March 11, 2010 and Extension and Modification Agreement dated April 9, 2011 (the "Note"), and secured in part by a Mortgage and an Assignment of Rents both dated April 4, 2008 and recorded in the office of the Cook County Recorder, Illinois, as Document Numbers: 0810610056 and 0810640057, respectively (the "Collateral Documents"). The Collateral Documents cover the following described premises:.

LOT 5 (EXCEPT THE EAST 25 FEET AND ½ INCH THEREOF), AND THE WEST 1 AND ½ INCHES OF THE EAST 25 FEET AND ½ INCH OF LOT 5, IN BLOCK 4 IN MONT CLARE, A SUBDIVISION OF THE NORTH ½ OF THE NORTHWEST ¼ OF SECTION 31, AND PART OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 7025 GRAND AVENUE, CHICAGO, IL

PERMANENT TAX NUMBER: 13-31-102-004-0000 & 13-31-102-005-0000

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

WHEREAS, Lender has agreed to such an extension of the maturity provided that and subject to, 1). The monthly loan payments of interest only are changed to principal and interest payments of \$1,287.55 beginning with the July 29th payment, 2). A Collateral Assignment of Articles of Agreement For Deed of John C. DiMaggio's interest in the February 23, 2010 Articles of Agreement for a Deed is added as additional collateral to the 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:

1. The Recitals set forth above are fully incorporated by reference herein.
2. The unpaid principal balance of the Note is currently One Hundred Seventy Five Thousand and 00/100ths Dollars (\$175,000.00).
3. The maturity of the Note is hereby extended from June 29, 2011 to April 29, 2014, and all documents executed pursuant to the Loan are amended accordingly.
4. The monthly loan payments of interest only are hereby changed to principal and interest payments of \$1,287.55 beginning with the July 29, 2011 payment. Borrowers final payment will be due on April 29, 2014, and will be for all principal and accrued interest not yet paid.
5. The monthly due date will remain the 29th of every month.
6. A Collateral Assignment of Articles of Agreement For Deed of John C. DiMaggio's interest in the above referred to February 21, 2010 Articles of Agreement for a Deed is added as additional collateral to the Loan.
7. All loans from Lender to the Borrower will be cross-defaulted. A default in the terms of any note, security agreement, mortgage, or other agreement from any Borrower to Lender shall constitute a default of all notes, security agreements, mortgages and other agreements between any Borrower and Lender.
8. 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.

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9. 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.
10. No Borrower, without Lender's prior written consent, 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.

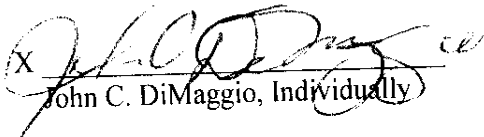
All other terms and conditions of the Note, the aforesaid Collateral Documents, and other documents executed pursuant to the Loan, are hereby incorporated by reference and in all respects, except as hereby modified, shall remain unchanged and continue in full force and effect.

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.

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 29th day of June, 2011.

BORROWER:

X 
 John C. DiMaggio, Individually

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GRANTOR:

North Star Trust Company, as Successor Trustee to Park National Bank, as Successor to Cosmopolitan Bank, as Trustee under the provisions of Trust Agreement dated December 12, 1997 and known as Trust Number 30743

X [Signature]
Authorized Signer for North Star Trust Company, as Successor Trustee to Park National Bank, as Successor to Cosmopolitan Bank, as Trustee under the provisions of Trust Agreement dated December 12, 1997 and known as Trust Number 30743

PARK RIDGE COMMUNITY BANK

By: [Signature]
Geraldine Cooper, Vice President

Attest: [Signature]
Mark A. Cisek, Assistant Vice President

This document is void if NORTH STAR TRUST COMPANY is not individually but solely as Trustee under certain Trust Agreement known as Trust No. 30743.
Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any trust property which may be held thereunder, and said trustee shall not be personally liable for the performance of any of these terms and conditions of this Document or for the validity or condition of the title of said property or for any Document with respect thereto. Any and all personal liability of NORTH STAR TRUST COMPANY is hereby expressly waived by the parties hereto and their respective successors and assigns.

INDIVIDUAL ACKNOWLEDGMENT

(STATE OF IL)
) SS.
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that John C. DiMaggio, is personally known to me to be the same persons whose names is 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 29th day of June, 2011.

By: [Signature] Residing at Park Ridge

Notary Public in and for the State of IL
My commission expires 6-9-2012

