



1226855035 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 09/24/2012 01:42 PM Pg: 1 of 4

MODIFICATION & EXTENSION OF PROMISSORY NOTE & MORTGAGE

This modification and extension of Promissory Note and Mortgage ("Agreement") is entered into as of the 1 mday of June, 2012, by and between Park Ridge Community Bank ("Lender") and Rade Letica (individually and collectively, the "Borrower").

WHEREAS, Lender, has loaned to Porrower the sum of One Hundred Thousand and 00/100ths Dollars (\$100,000.00), (the 'Loan") as evidenced by a Promissory Note dated June 11, 2008, as extended and reduce to \$85,000.00 pursuant to Modification & Extension of Promissory Note & Mortgage deted June 11, 2010 (the "Note"), and secured in part by a Mortgage and an Assignment of Rerits both dated June 11, 2008 and recorded in the office of the Cook County Recorder, Illinois, as Document Numbers: 0818449055 and 0818449056, respectively (the "Collateral Documents"). The Collateral Documents cover the following described premises:

ELSTON UNITS AND 4659-B THE & LOWELL CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOTS 83 AND 84 IN MCDOUGALL'S SUBDIVISION OF BLOCK 1, 2 AND 3 IN MCCRANE'S SUBDIVISION OF LOT 3 COUNTY CLERK'S DIVISION OF LOTS 1 AND 7 TO 15, INCLUSIVE IN FITCH AND HECOX'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF **CONDOMINIUM** RECORDED AS **DOCUMENT NUMBER** 0534245064; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 4659 N. ELSTON AVENUE, UNITS A & B, CHICAGO, IL 60630

PERMANENT TAX NUMBER: 13-15-211-043-1002 & 13-15-211-043-1003

1226855035 Page: 2 of 4

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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, no further advances will be allowed unless authorized by Lender.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to modify and extend 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 Sixty Nine Thousand Seven Undred Twenty Eight and 12/100ths Dollars (\$69,728.12).
- 3. The maturity of the Note is hereby extended from June 11, 2012 to Lender's Demand and all documents executed pursuant to the Loan are amended accordingly.
- 4. No further advances will be allowed unless authorized by Lender.
- 5. All Loans from Lender to any borrower will be cross-defaulted. A default in the terms of any Note, Security Agreement, Mortgage or Agreement to Lender shall constitute a default of all Note; Security Agreements, Mortgages, and Agreements between Borrower and Lender.
- 6. In no event will the annual percentage rate be less than 5.750% per annum.
- 7. 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 Fegular Payment, Lender can enforce any of the "Lender's Rights" set forth in the Note.
- 8. Borrower further agrees to pay any and all costs which have been paid or in wred 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.
- 9. 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 (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 roo tgaged 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 pre 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 11th day of June, 2012. OUNT COPTS OFFICE

BORROWER:

Rade Letica, Individually

GRANTOR:

Rade Letica, Individually

PARK RIDGE COMMUNITY

Geraldine Cooper, Vice President

Attest Coul A Cour

Mark A. Cisek, Assistant Vice President

1226855035 Page: 4 of 4

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(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 Rade Letica, 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 11th day of June, 2012.

Notary Pub no in and for the State of

IL

Residing at fax

Notary Public in and for the State of $\frac{1}{28-16}$

OFFICIAL SEAL
TIMOTHY J COYNE
TARY PUBLIC - STATE OF ILLINOIS
(COMMISSION EXPIRES:06/28/16

BANKING CORPORATION ACKNOWLEDGMENT

STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)

I, the uncersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CER fIFY 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 offices, 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 11th day of June, 2012.

By: Tit logue

Residing at

- OFFICIAL SEAL TIMOTHY J COYNE BY PUBLIC - STATE OF ILLI

Notary Pyblic in and for the State of

My commission expires 6-28-16

NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:06/28/16

This document prepared by Thomas E. Carter, President of 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