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Doc#: 1229955057 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/25/2012 11:10 AM Pg: 1 of 9

Property of Cook County Recorder of Deeds

MODIFICATION & EXTENSION OF PROMISSORY NOTE & MORTGAGE

This modification and extension of Promissory Note and Mortgage ("Agreement") is entered into as of the 28th day of June 2012, by and between Park Ridge Community Bank ("Lender") and John D. Roberts (individually and collectively, the "Borrower").

WHEREAS, Lender, has loaned to Borrower the sum of no more than One Hundred Thousand Dollars (\$100,000.00) at any time, (the "Loan") as evidenced by a Promissory Note dated June 28, 2007, as amended pursuant to the Modification & Extension of Promissory Note & Mortgage dated June 28, 2012 (hereinafter referred to with all extensions, renewals, modifications and substitutions thereof, as the "Note"), and secured in part by a Mortgage and an Assignment of Rents both dated June 28, 2007 and recorded in the office of the Cook County Recorder, Illinois, as Document Number(s) 0720849026 and 0720849027, respectively (the "Collateral Document(s)"). The Collateral Document(s) cover the following described premises:

THE EAST 50.0 FEET OF THE WEST 150.0 FEET (EXCEPT THAT PART DEDICATED FOR ALLEY) OF THE NORTHEAST ¼ OF BLOCK 16 IN RIVER PARK SUBDIVISION IN SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 9211 PARKLANE AVENUE, FRANKLIN PARK, IL. 60131

PERMANENT TAX NUMBER: 12-27-119-043-0000

WHEREAS, the Borrower has requested, and Lender has agreed to an extension of the maturity of the terms and conditions of the aforesaid Loan,

PRECISION TITLE PL108019-23 ACCOMMODATION

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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 Thirty Five Thousand and 00/100^{ths} Dollars (\$35,000.00).
3. The maturity of the Note is hereby extended from June 28, 2012 to June 28, 2014, and all documents executed pursuant to the Loan are amended accordingly.
4. All Loans from Lender to Borrower will be cross-defaulted. A default in the terms of any Note, Security Agreement, Mortgage, or Other Agreement from Borrower to Lender shall constitute a default of all Notes, Security Agreements, Mortgages, and Other Agreements between Borrower and Lender.
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.
7. 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 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.

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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.

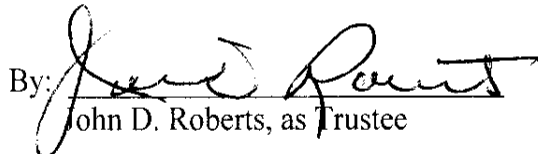
This agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. In addition, this agreement may contain more than one counterpart of the signature page and this agreement may be executed by the affixing of the signatures of each of the partners to one of such counterpart signature pages. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Agreement as of the 28th day of June, 2012

BORROWER:


John D. Roberts

John D. Roberts 1998 Declaration of Trust Dated September 1, 1998

By: 
John D. Roberts, as Trustee

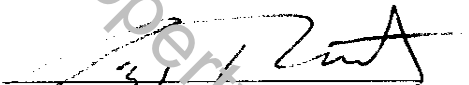
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GRANTOR:

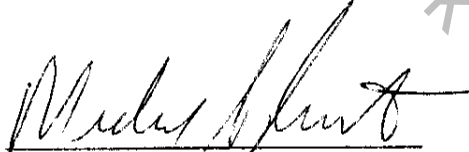
John D. Roberts 1998 Declaration of Trust Dated September 1, 1998

By: _____
John D. Roberts, as Trustee

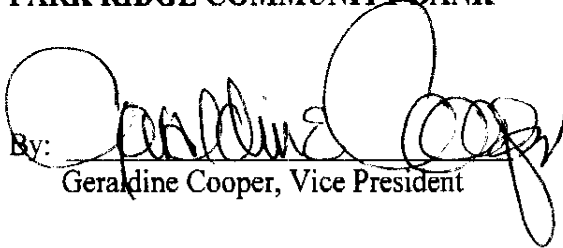
GRANTOR (continued):

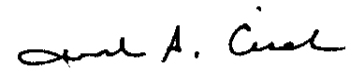
X 
Darryl M. Roberts

X 
Cheryl A. Karowsky

X 
Michael J. Roberts

PARK RIDGE COMMUNITY BANK

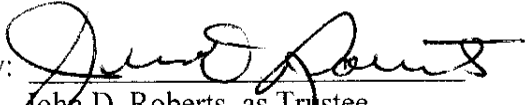
By: 
Geraldine Cooper, Vice President

Attest: 
Mark A. Cisek, Assistant Vice President

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GRANTOR:

John D. Roberts 1998 Declaration of Trust Dated September 1, 1998

By: 
John D. Roberts, as Trustee

GRANTOR (continued):

X _____
Darryl M. Roberts

X _____
Cheryl A. Karowsky

X _____
Michael J. Roberts

PARK RIDGE COMMUNITY BANK

By: _____
Geraldine Cooper, Vice President

Attest: _____
Mark A. Cisek, Assistant Vice President

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INDIVIDUAL ACKNOWLEDGMENT

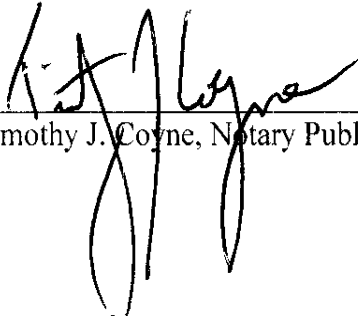
(STATE OF ILLINOIS)

) SS.

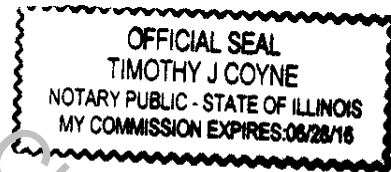
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that John D. Roberts, is personally known to me to be the same person whose name 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 28th day of June, 2012.



Timothy J. Coyne, Notary Public



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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Sonoma

On September 20, 2012 before me, Jessi Laughlin Notary Public
(Here insert name and title of the officer)

personally appeared Darryl M. Roberts

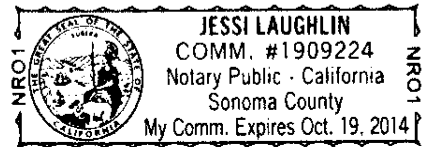
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jessi Laughlin
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

Modification + Extension of Promissory
(Title or description of attached document)

Note + Mortgage
(Title or description of attached document continued)

Number of Pages 7 Document Date 9-20-12

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)

Other Grantor

