



Doc#: 1230026066 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/26/2012 10:35 AM Pg: 1 of 5

MODIFICATION & EXTENSION OF CREDIT AGREEMENT & MORTGAGE

This modification and extension of Credit Agreement and Mortgage ("Agreement") is entered into as of the 18th day of October 2012, by and between Park Ridge Community Bank ("Lender") and Vincent R DeJulio and Carol M DeJulio (individually and collectively, the "Borrower").

WHEREAS, Lender, has loaned to Borrower the sum of Fifty Thousand and 00/100ths Dollars (\$50,000.00) at any time, (the "Loan") as evidenced by a Credit Agreement dated July 29, 2010 (the "Note"), and secured in part by a Mortgage dated July 29, 2010 and recorded in the office of the Cook County Recorder, Illinois, as Document Number: 1022233080 (the "Collateral Document"). The Collateral Document covers the following described premises:

PARCEL 1:

UNIT NUMBER 130 AS DELINEATED ON SURVEY OF THAT PART OF LOTS 2, 3 AND 4 IN ANN MURPHY ESTATE DIVISION OF LAND IN SECTION 27 AND SECTION 28, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 44427 RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT 22996722, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR PARK LANE COMMUNITY ASSOCIATION RECORDED FEBRUARY 13, 1975 AS DOCUMENT 22996721, IN COOK COUNTY, ILLINOIS.

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INT AB

AT&TF, INC.

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COMMON ADDRESS: 44 PARK LANE UNIT 130, PARK RIDGE, IL 60068

PERMANENT TAX NUMBER: 09-27-306-145-1025

WHEREAS, the Borrower has requested an extension of the maturity and a Credit Limit (as the term is defined in the Credit Agreement and Disclosure dated July 29, 2010 by and between Borrower and Lender) increase from \$50,000.00 to \$75,000.00.

WHEREAS, Lender has agreed to such an extension of the maturity and a Credit Limit increase from \$50,000.00 to \$75,000.00 provided that and subject to, 1). the definition of the "Credit Agreement" in the Collateral Document is amended by deleting "\$50,000.00" and substituting "\$75,000.00", 2). the maximum principal amount of Indebtedness secured by the Mortgage, as set forth in the Mortgage, is increased to \$75,000.00, 3). In no event will the annual percentage rate be less than 3.950% per annum and 4). a \$950.00 early termination fee will be assessed if the credit line is closed within two years from the date of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to extend and modify the Note and Collateral Document as follows:

1. The Recitals set forth above are fully incorporated by reference herein.
2. The unpaid principal balance of the Note is currently Forty Nine Thousand Eight Hundred Sixty One and 74/100^{ths} Dollars (\$49,861.74).
3. The maturity of the Note is hereby extended from October 18, 2012 to October 18, 2017, and all documents executed pursuant to the Loan are amended accordingly.
4. The Credit Limit on the subject line of credit is hereby increased from \$50,000.00 to \$75,000.00.
5. The definition of the "Credit Agreement" in the Collateral Document is amended by deleting "\$50,000.00" and substituting "\$75,000.00".
6. The maximum principal amount of Indebtedness secured by the Mortgage, as set forth in the Mortgage, is increased to \$75,000.00.
7. In no event will the annual percentage rate be less than 3.950% per annum.
8. A \$950.00 early termination fee will be assessed if the credit line is closed within two years from the date of this Agreement.

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9. 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.
10. 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.

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 Document, 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 Document 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, or any other Loan documents.

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IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Agreement as of the 18th day of October, 2012.

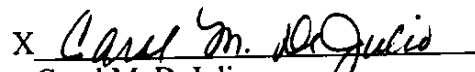
BORROWER:

X 
Vincent R. DeJulio

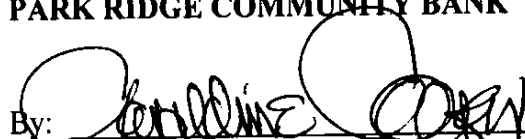
X 
Carol M. DeJulio


GRANTOR:

X 
Vincent R. DeJulio

X 
Carol M. DeJulio

PARK RIDGE COMMUNITY BANK

By: 
Geraldine Cooper, Vice President

Attest: 
Mark A. Cisek, Assistant Vice President

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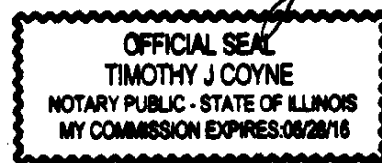
INDIVIDUAL ACKNOWLEDGMENT

(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 Vincent R. DeJulio and Carol M. DeJulio, 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 18th day of October, 2012.

By: Tim J CoyneResiding at Park RidgeNotary Public in and for the State of ILMy commission expires 6-28-16

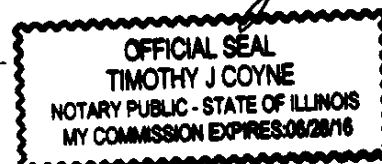
BANKING CORPORATION ACKNOWLEDGMENT

(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 18th day of October, 2012.

By: Tim J CoyneResiding at Park RidgeNotary Public in and for the State of ILMy commission expires 6-28-16

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