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Doc#: 1235455073 Fee: \$48.00  
Karen A. Yarbrough RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/19/2012 03:41 PM Pg: 1 of 6

ACCOMMODATION

PRECISION TITLE PL121812-4

Property of Cook County Recorder of Deeds

**EXTENSION OF PROMISSORY NOTE & MORTGAGE**

This Extension of Promissory Note and Mortgage ("Agreement") is entered into as of the 13<sup>th</sup> day of October, 2012, by and between Park Ridge Community Bank ("Lender") and 4200 W. Lawrence Series of Nicki Entepriises, LLC, Daly Family Limited Partnership III, Jeffrey Cunningham and Joseph P. Daly (individually and collectively, the "Borrower").

WHEREAS, Lender, has loaned to Borrower the sum of Three Hundred Thousand Dollars (\$300,000.00), (the "Loan") as evidenced by a Promissory Note dated October 13, 2009 (the "Note"), and secured in part by a Mortgage and an Assignment of Rents both dated October 13, 2009 and recorded in the office of the Cook County Recorder, Illinois, as Document Number(s) 0928905010 and 0928905011, respectively (the "Collateral Document(s)"). The Collateral Document(s) cover the following described premises:

LOT 16 AND LOT 17 IN BLOCK 4, IN RAVENSWOOD GOLF CLUB SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 4200 W. LAWRENCE AVENUE, CHICAGO, IL. 60630

PERMANENT TAX NUMBER: 13-10-424-037-0000

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

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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 Two Hundred Eighty Three Thousand Five Hundred Forty Three and 82/100ths Dollars (\$283,543.82).
3. The maturity of the Note is hereby extended from October 13, 2012 to March 13, 201~~2~~<sup>3</sup> and all documents executed pursuant to the Loan are amended accordingly.
4. 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
5. The following shall also constitute an event of default under this note: a default under any agreement delivered to lender which relates to the indebtedness evidenced by the note.
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, 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.
8. 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.

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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.

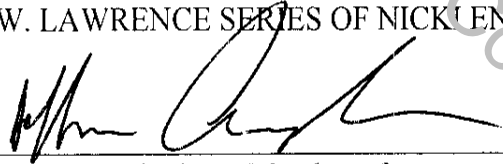
Borrower represents and warrants that (a) there has been no default under the Note, Collateral Document(s) or any other Loan document, nor has there been an event, which is continuing, which might mature into a default; (b) there has been no adverse change in the financial condition of the Borrower, 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.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Agreement as of the 13th day of October, 2012.

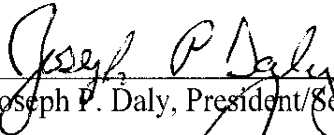
**BORROWER:**

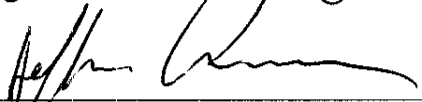
4200 W. LAWRENCE SERIES OF NICKI ENTERPRISES, LLC

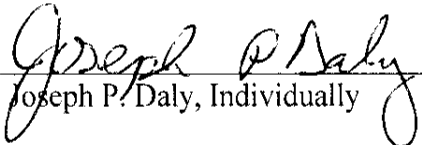
By:   
Jeffrey Cunningham, Member of  
4200 W. Lawrence Series of Nicki Enterprises, LLC

DALY FAMILY LIMITED PARTNERSHIP III

DLY, LTD., General Partner of Daly Family Limited Partnership III

X   
Joseph P. Daly, President/Secretary of DLY, LTD.

X   
Jeffrey Cunningham, Individually

X   
Joseph P. Daly, Individually

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**GRANTOR:**

4200 W. LAWRENCE SERIES OF NICKI ENTERPRISES, LLC

By: *Jeffrey Cunningham*  
Jeffrey Cunningham, Member of  
4200 W. Lawrence Series of Nicki Enterprises, LLC

DALY FAMILY LIMITED PARTNERSHIP III

DLY, LTD., General Partner of Daly Family Limited Partnership III

X *Joseph P. Daly*  
Joseph P. Daly, President/Secretary of DLY, LTD.

**PARK RIDGE COMMUNITY BANK**

By: *Geraldine Cooper*  
Geraldine Cooper, Vice President

Attest: *Mark A. Cisek*  
Mark A. Cisek, Assistant Vice President

**INDIVIDUAL ACKNOWLEDGMENT**

(STATE OF ILLINOIS)

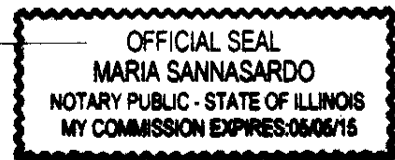
) SS.

COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Jeffrey Cunningham and Joseph P. Daly, are personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/hers/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notary Seal this 13<sup>th</sup> day of October, 2012.

*Maria Sannasardo*  
Notary Public



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## LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

(STATE OF ILLINOIS)

) SS.

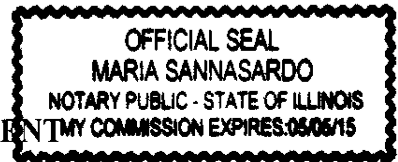
COUNTY OF COOK )

On this 13th day of October, 2012, before me, the undersigned Notary Public, personally appeared Jeffrey Cunningham, Member of 4200 W. Lawrence Series of Nicki Enterprises, LLC and known to me to be a member or designated agent of the limited liability company that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated he is authorized to execute said instrument and in fact executed it on behalf of the limited liability company.

By: Maria Sannasardo Residing at 626 Talcott P.R. 60068

Notary Public in and for the State of IL

My commission expires 05-05-15



## PARTNERSHIP ACKNOWLEDGMENT

(STATE OF ILLINOIS)

) SS.

COUNTY OF COOK )

On this 13<sup>th</sup> day of October, 2012, before me, the undersigned Notary Public, personally appeared Joseph P. Daly, President/Secretary of DLY, LTD., General Partner of DALY FAMILY LIMITED PARTNERSHIP III, and known to me to be a partner or designated agent of the partnership that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of the partnership, by authority of statute, or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated he is authorized to execute said instrument and in fact executed it on behalf of the partnership.

By: Maria Sannasardo Residing at 626 Talcott P.R. 60068

Notary Public in and for the State of IL

My commission expires 05-05-2015



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## BANKING CORPORATION ACKNOWLEDGMENT

STATE OF ILLINOIS)

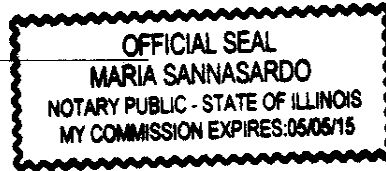
) SS.

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 13<sup>th</sup> day of October, 2012.

Maria Sannasardo  
Notary Public



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