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Doc#: 1311655020 Fee: \$48.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/26/2013 02:53 PM Pg: 1 of 6

ACCOMMODATION

PRECISION TITLE PK042573-2

Property of Cook County Clerk's Office

EXTENSION OF PROMISSORY NOTE & MORTGAGE

This Extension of Promissory Note and Mortgage ("Agreement") is entered into as of the 2nd day of February, 2013, by and between Park Ridge Community Bank ("Lender") and D & N Deburring, Inc. and Stephen M. Fleming (individually and collectively, the "Borrower").

WHEREAS, Lender, has loaned to Borrower the sum of no more than Thirty Thousand Dollars and 00/100^{ths} (\$30,000.00) at any time, (the "Loan") as evidenced by a Promissory Note dated February 2, 2011 (the "Note"), and secured in part by a Mortgage and an Assignment of Rents both dated February 2, 2011 and recorded in the office of the Cook County Recorder, Illinois, as Document Number(s) 1105612021 and 1105612022 and a lien under the Uniform Commercial Code on all business assets of D & N Deburring, Inc., respectively (the "Collateral Document(s)"). The Collateral Document(s) cover the following described premises:

LOT 12, 13 AND 14 IN LOEB'S RIVER PARK SUBDIVISION OF THE SOUTH 1/2 OF BLOCK 16, AND THE NORTHWEST 1/4 OF BLOCK 15, AND THE WEST 250 FEET OF BLOCKS 24 THROUGH 27 IN RIVER PARK IN SECTION 27, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 2915-2919 N. BIRCH STREET, FRANKLIN PARK, IL 60131
PERMANENT TAX NUMBER: 12-27-119-046-0000 & 12-27-119-047-0000

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

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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. There is currently no principal balance outstanding on the Loan.
3. The maturity of the Note is hereby extended from February 2, 2013 to February 2, 2015, and all documents executed pursuant to the Loan are amended accordingly.
4. 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.
5. 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.
6. 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.
7. D & N Deburring, Inc. will maintain all its deposit accounts with Lender.
8. Each borrower will provide annually (or more frequently if required by lender) the financial information requested by lender so that lender can perform a global cash flow analysis on each borrower. This information will include the following: current personal financial statement(s); current complete copies of personal tax returns and tax returns of any entities owned by each borrower; current rent rolls on each real estate property owned by each borrower and copies of leases for any commercial tenants of real estate properties owned by each borrower. All such statements and reports shall be in a form and detail satisfactory to Lender.

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- 9. 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.
- 10. 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.

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.

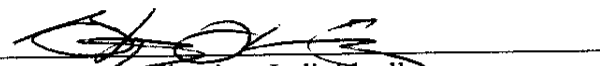
Borrower, by execution of this Agreement, hereby reaffirms, assumes and agrees to be bound by all of the obligations, duties, rights, representations, warranties, covenants, terms and conditions that are contained in the Note, the Collateral Document(s), or any other Loan documents.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Agreement as of the 2nd day of February, 2013.

BORROWER:

D & N Deburring, Inc.

By: 
 Stephen M. Fleming, President/Secretary
 of D&N Deburring, Inc.

X 
 Stephen M. Fleming, Individually

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GRANTOR:

*The Chicago Trust Company as Successor Trustee to First Chicago Bank & Trust, Successor Trustee to Bloomingdale Bank and Trust, as Trustee under Trust Agreement dated January 12, 1998 and known as Trust Number 1031-B

By: [Signature]
Authorized Signer for First Chicago Bank & Trust,
Successor Trustee to Bloomingdale Bank and Trust,
as Trustee under Trust Agreement dated January
12, 1998 and known as Trust Number 1031-B

PARK RIDGE COMMUNITY BANK

By: [Signature]
Geraldine Cooper, Vice President

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

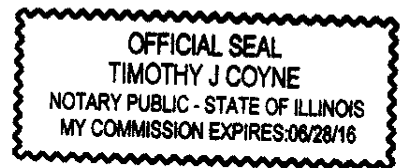
INDIVIDUAL ACKNOWLEDGMENT

(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 Stephen M. Fleming 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 2nd day of February, 2013.

[Signature]
Notary Public



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CORPORATE ACKNOWLEDGMENT

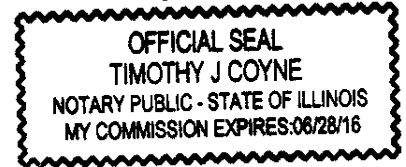
(STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 2nd day of February, 2013, before me, the undersigned Notary Public, personally appeared Stephen M. Fleming, President/Secretary of D&N Deburring, Inc. and known to me to be an authorized agents of the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute said instrument and in fact executed it on behalf of the corporation.

By: Timothy J. Coyne Residing at Park Ridge

Notary Public in and for the State of IL

My commission expires 08-28-2016



TRUST ACKNOWLEDGMENT

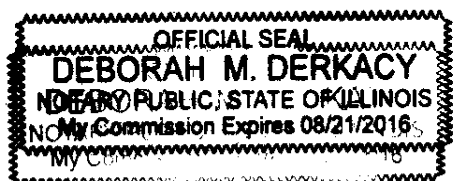
(STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 21 day of March, 2013, before me, the undersigned Notary Public, personally appeared Linda J. Pitrowski, V. P. & Trust Officer, The Chicago Trust Company as Successor to of First Chicago Bank & Trust, Successor Trustee to Bloomingdale Bank and Trust, as Trustee under Trust Agreement dated January 12, 1998 and known as Trust Number 1031-B, and known to me to be an authorized trustee or agent of the trust that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute said instrument and in fact executed it on behalf of the trust.

By: Deborah M. Derkacy Residing at Chicago

Notary Public in and for the State of Illinois

My commission expires 8/21/16



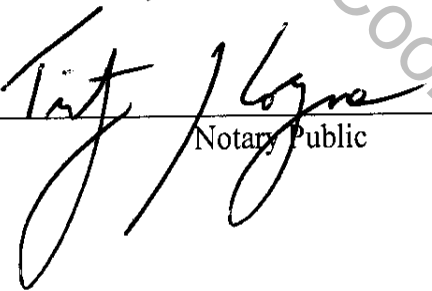
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BANKING CORPORATION ACKNOWLEDGMENT

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 2nd day of February, 2013.



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