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Doc#: 1333849011 Fee: \$48.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/04/2013 09:45 AM Pg: 1 of 6

ACCOMMODATION

PK 120318 2

REVISION THE

MODIFICATION & EXTENSION OF PROMISSORY NOTE & MORTGAGE

This modification and extension of Promissory Note and Mortgage ("Agreement") is entered into as of the 19th day of September 2013, by and between Park Ridge Community Bank ("Lender") and 5804 Broadway, LLC, F/K/A 1206 Victoria, LLC an Illinois Limited Liability Company, Thomas C. O'Malley and Mary E. O'Malley (individually and collectively, the "Borrower").

WHEREAS, Lender, has loaned to Borrower the sum of Three Hundred Eighty Six Thousand and 00/100ths dollars (\$386,900.00), (the "Loan") as evidenced by a Promissory Note dated September 11, 2008 (the "Note"), and secured in part by a Mortgage and an Assignment of Rents both dated September 11, 2008 and recorded in the office of the Cook County Recorder, Illinois, as Document Numbers 0826126232 and 0826126233 respectively (the "Collateral Documents"). The real estate related Collateral Documents cover the following described premises:

LOT 21 IN BLOCK 1 IN CAIRNDUFF'S ADDITION TO EDGEWATER IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 5804 N. BROADWAY AVENUE, CHICAGO, ILLINOIS, 60660.

PERMANENT TAX NUMBER: 14-05-315-038-0000

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

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 Documents as follows:

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1. The Recitals set forth above are fully incorporated by reference herein.
2. The unpaid principal balance of the Note is currently Three Hundred Fifty Thousand Six Hundred Eighteen and 51/100 Dollars (\$350,618.51).
3. The maturity of the Note is hereby extended from September 19th, 2013 to September 19th, 2016, and all documents executed pursuant to the Loan are amended accordingly.
4. The interest rate payable on the Note, as modified, shall be changed from 6.550% (per annum) fixed to 5.500% (per annum) fixed effective September 19th, 2013.
5. The monthly loan payments of principal and interest will be changed from \$2,618.06 to \$2,412.00 beginning with the December 19th, 2013 payment until maturity of Note. Borrowers final payment will be due on September 19th, 2016, and will be for all principal and accrued interest not yet paid.
6. Grantor agrees to establish and maintain an interest-free real estate tax escrow account held with Lender ("reserve account") in such amount deemed to be sufficient by Lender to create an adequate cushion and provide enough funds to be in a position to make timely payment of real estate taxes. Payments into the reserve account will be made monthly. Nothing herein or in any of the related documents shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. All amounts in the reserve account are hereby pledged to further secure the indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the indebtedness upon the occurrence of an event of default as described in the related documents.
7. Prepayment Penalty: 9 months interest based on the interest rate in effect with the following two exceptions: 1) \$35,000 may be prepaid annually without penalty unless prepaid through refinancing (this amount is not cumulative) and 2) The prepayment penalty will be waived if all real property securing the loan is sold to an unrelated entity and the loan is paid in full from the sales proceeds.
8. 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 it is deemed delinquent and, 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.

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9. 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, or Lender is made a party, all of which costs shall be secured by any and all property that secures repayment of the Loan.

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 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 Documents, or any other Loan documents.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Agreement as of the 19th day of September, 2013.

BORROWER:

5804 BROADWAY, LLC F/K/A 1206 VICTORIA, LLC

X Thomas C. O'Malley
 Thomas C. O'Malley, Manager of 5804
 Broadway, LLC F/K/A 1206 Victoria, LLC,
 an Illinois Limited Liability Company

X Thomas C. O'Malley
 Thomas C. O'Malley, Individually

X Mary E. O'Malley
 Mary E. O'Malley, Individually

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GRANTOR:

5804 BROADWAY, LLC F/K/A 1206 VICTORIA, LLC

X Thomas C. O'Malley

Thomas C. O'Malley, Manager of 5804 Broadway, LLC F/K/A 1206 Victoria, LLC, an Illinois Limited Liability Company

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)

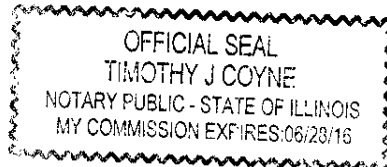
) SS.

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Thomas C. O'Malley and Mary E. O'Malley 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 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 19th day of September, 2013

Timothy J. Coyne
Notary



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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

(STATE OF ILLINOIS)

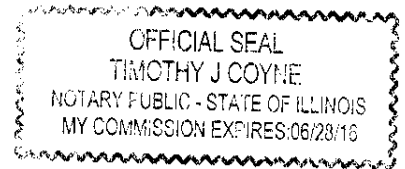
) SS.

COUNTY OF COOK

On this 19th day of September, 2013, before me, the undersigned Notary Public, personally appeared Thomas C. O'Malley, Manager of 5804 Broadway, LLC, F/K/A 1206 Victoria, LLC an Illinois Limited Liability Company, and known to me to be a members or designated agents 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: Timothy J. Coyne Residing at Park Ridge
Notary Public in and for the State of IL

My commission expires 06-28-2016



BANKING CORPORATION ACKNOWLEDGMENT

STATE OF ILLINOIS)

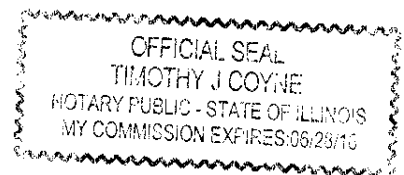
) SS.

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 19th day of September, 2013

Timothy J. Coyne
Notary



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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

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