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Karen A. Yarbrough

Cook County Recorder of Deeds Date: 02/27/2014 02:16 PM Pg: 1 of 5

MODIFICATION & EXTENSION OF PROMISSORY NOTE & MORTGAGE

This Modification and Extension of Promissory Note and Mortgage ("Agreement") is entered into as of the 21st day of Vebruary, 2014, by and between Park Ridge Community Bank ("Lender") and Frank 5 ranco & Associates, P.C., an Illinois Corporation and Frank DiFranco a/k/a Frank R. DiFranco (individually and collectively, the "Borrower").

WHEREAS, Lender, has loaned to Borrower the sum of no more than Four Hundred Thousand Dollars (\$400,000.00) at any time, (the "Loan") as evidenced by a Promissory Note dated December 27, 2012 (the "Note"), and secured in part by a Mortgage and an Assignment of Rents both dated December 27, 2012 and recorded in the office of the Cook County Recorder, Illinois, as Document Number(s) 1301555012 and 1301555013 respectively (the "Collateral Document(s)"). The real estate related Collateral Document(s) cover the following described premises:

LOT 14 IN PARK LAKE ESTATE UNIT NO. 3, BEING A SUBDIVISION OF PART OF THE SOUTH 20 ACRES OF THE WEST 50 ACRES OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON OCTOBER 16, 1958 AS DOCUMENT NUMBER 1823575.

COMMON ADDRESS:

222 N. ROSE AVENUE, PARK RIDGE, ILLINOIS 60068

PERMANENT TAX NUMBER: 09-27-417-054-0000

UNOFFICIAL COPY

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 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 Four Hundred Thousand and 00/100ths Dollars (\$400,000.00).
- 3. The credit limit on the subject line of credit is hereby increased from \$400,000.00 to \$550,000.00.
- 4. The definition of the "Note" in the Collateral Document(s) is amended by deleting "\$400,000.00" and substituting "\$550,000.00".
- 5. The maximum principal amount of Indebtedness secured by the Mortgage, as set forth in the Mortgage, is increased to \$550,000.00 (Five Hundred Fifty Thousand and 00/100ths Dollars).
- 6. The maturity of the Note is hereby extended from December 27, 2015 to February 27, 2017, and all documents executed pursuant to the Loan are amended accordingly.
- 7. 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 the 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.
- 8. No Borrower, without Lender's prior written consent, shall in any manner transfer, sell, convey, assign or dispose of, 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 closing of the loan evidenced by this Note).

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- 9. Borrower further agrees to pay any and all costs including reasonable attorney's fees which have been paid or incurred or may in the future be paid or incurred, by or on behalf of the Lender, in connection with any lawsuit, arbitration or matter of any kind involving Borrower and to which Lender is made a party, all of which costs shall be secured by any and all property that secures repayment of the Note.
- 10. All loans from Lender to Borrower will be cross-defaulted. Cross-defaulted means that a default in the terms of any note, security agreement, mortgage, or other agreement from any Borrower to Lender shall constitute a default of each loan, note, security agreement, mortgage and other agreement between Borrower and each of them and Lender.

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 represent 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, setled and delivered this Agreement as of the 21st day of February, 2014. OFFICE

BORROWER:

FRANK DIFRANCO & ASSOCIATES, P.C., AN ILLINOIS CORPORATION

Bv:

Frank DiFranco a/k/a Frank R. DiFranco,

President/Secretary of Frank DiFranco & Associates, P.C.

Frank DiFranco a/k/a Frank R. DiFranco,

Individually

UNOFFICIAL COPY

GRANTOR:	
Frank DiFranco a/k/a Frank R. DiFranco, Individually	
x Paul A. DiFranco, Individually	
PARK RIDGE COMMUNITY BANK	
By: Geraldine Cooper, Vice President	
Attest: aul A. Cue	
Mark A. Cisek, Assistant Vice Fresident	
OUD,	
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 <u>Frank DiFranco a/k/a Frank R. DiFranco</u> , and <u>Paul A. DiFranco</u> , 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 2/ day of February, 2014.	
Charles -	
Notary Public	
OFFICIAL SEAL ELSA M VCLPE YOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES07/20/14	

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CORPORATE ACKNOWLEDGMENT

(STATE OF ILLINOIS)

SS.

(COUNTY OF COOK)

On this 21 day of February, 2014, before me, the undersigned Notary Public, personally appeared Frank DiFranco a/k/a Frank R. DiFranco, President/Secretary of Frank DiFranco & Associates, P.C., an Illinois Corporation and known to me to be an authorized agent 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 executed it on behalf of the corporation.

By Sile	Residing at 626 TALEOTT Rd Pain Adge IL 40068
Notary Public in and for the State of	OFFICIAL SEAL
My commission expires	ELSA M VOLPE
0.5	NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES07/20/14
BANKING CORPORATION	ACKNOWLEDGME MT

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 at 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 21 day of 6 bruan

Notary Public

OFFICIAL SEAL

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