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Doc#: 1425247047 Fee: \$48.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/09/2014 03:22 PM Pg: 1 of 6

MODIFICATION OF PROMISSORY NOTE & MORTGAGE

This Modification of Promissory Note and Mortgage ("Agreement") is entered into as of the 18th day of August, 2014, by and between Park Ridge Community Bank ("Lender") and William R. Werdrick, Deanna C. Werdrick and Nancy C. Plenge (individually and collectively, the "Borrower") and Chicago Title Land Trust Company, as successor trustee to North Star Trust Company, as successor trustee to U.S. Bank, N.A., as successor trustee to Park National Bank, as successor trustee to the Cosmopolitan National Bank of Chicago, as trustee under Trust Agreement dated December 20, 1971 and known as Trust Number 19949 ("Grantor").

WHEREAS, Lender, has loaned to Borrower the sum of no more than One Million Five Hundred Thirty Thousand Dollars (\$1,530,000.00) at any time, (the "Loan") as evidenced by a Promissory Note dated November 27, 2013 (the "Note"), and secured in part by a Mortgage and an Assignment of Rents both dated November 27, 2013 and recorded in the office of the Cook County Recorder, Illinois, as Document Number(s) 1333947007 and 1333947008 respectively (the "Collateral Document(s)"). The real estate related Collateral Document(s) cover the following described premises:

LOT 31 IN BLOCK 21 IN W.F. KAISER AND COMPANY'S ARCADIA TERRACE, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 (EXCEPT THE WEST 33 FEET THEREOF) AND OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO ALL THAT PART OF LOT "E" LYING WEST OF AND ADJOINING THE ALLEY DEDICATED BY THE PLAT RECORDED FEBRUARY 19, 1926 AS DOCUMENT 9185287, TOGETHER WITH ALL OF THE VACATED ALLEY LYING WEST OF AND ADJOINING SAID LOT "E" WHICH LIES WITHIN THE NORTH AND SOUTH LINES OF LOT 31 EXTENDED EASTERLY IN BLOCK 21 IN W.F. KAISER AND COMPANY'S ARCADIA TERRACE, AFORESAID, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 5655-59 N. ROCKWELL ST., CHICAGO, ILLINOIS 60659
PERMANENT TAX NUMBER: 13-01-429-001-0000

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WHEREAS, the Borrower has requested, and Lender has agreed to a modification of certain 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 One Million Three Hundred Eighty One Thousand Nine Hundred Twenty Six and 98/100ths Dollars (\$1,381,926.98).
3. The credit limit on the subject line of credit is hereby increased from \$1,530,000.00 to \$1,700,000.00.
4. The definition of the "Note" in the Collateral Document(s) is amended by deleting "\$1,530,000.00" and substituting "\$1,700,000.00".
5. The maximum principal amount of Indebtedness secured by the Mortgage, as set forth in the Mortgage is increased to One Million Seven Hundred Thousand and 00/100ths Dollars (\$1,700,000.00).
6. **PREPAYMENT PENALTY WILL BE REINSTATED IN ITS ENTIRETY AS FOLLOWS:**
9 MONTHS INTEREST BASED ON THE INTEREST RATE IN EFFECT WITH THE FOLLOWING TWO EXCEPTIONS: (1) UP TO \$300,000.00 MAY BE PREPAID ANNUALLY BASED ON THE DATE OF THE NOTE (THIS AMOUNT IS NOT CUMULATIVE) UNLESS PREPAID THROUGH REFINANCING OR SALE; AND 2) THE PREPAYMENT PENALTY WILL BE 1.00% AFTER NOVEMBER 27, 2015 ON LENDER REQUIRED PRINCIPAL REDUCTIONS MADE FROM THE SALES PROCEEDS OF ANY REAL ESTATE SECURING THE LOAN PROVIDED THE REAL ESTATE IS SOLD TO A PARTY UNRELATED TO ANY BORROWER.
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 or as stated in the Note 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 or Collateral Documents.

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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 the Note).
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 the Loan or 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. A default under any agreement delivered to Lender which relates to the indebtedness evidenced by the Note shall constitute an event of default under the Note.
11. 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 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 if continuing, 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.

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IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Agreement as of the 18th day of August, 2014.

BORROWER:

X William R. Werdrick
William R. Werdrick, Individually

X Deanna C. Werdrick
Deanna C. Werdrick, Individually

X Nancy C. Plenge
Nancy C. Plenge, Individually

GRANTOR:

Chicago Title Land Trust Company, as successor trustee to North Star Trust Company, as successor trustee to U.S. Bank, N.A., as successor trustee to Park National Bank, as successor trustee to the Cosmopolitan National Bank of Chicago, as trustee under Trust Agreement dated December 20, 1971 and known as Trust Number 19949 and not personally

By: Christine C. Young **Trust Officer**
Authorized Signer for Chicago Title Land Trust Company
Attestation not required
Pursuant to corporate by-laws

By: _____
Authorized Signer for Chicago Title Land Trust Company

PARK RIDGE COMMUNITY BANK

By: Gerardine Cooper
Gerardine Cooper, Vice President

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

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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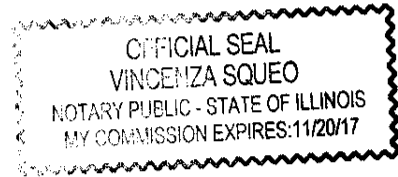
INDIVIDUAL ACKNOWLEDGMENT

(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 William R. Werdrick, Deanna C. Werdrick , and Nancy C. Plenge, 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 August, 2014.

Vincenza Squeo
Notary Public



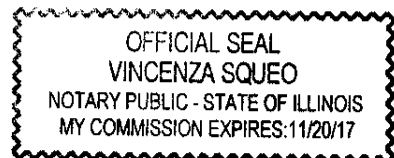
BANKING CORPORATION ACKNOWLEDGMENT

(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 August , 2014.

Vincenza Squeo
Notary Public



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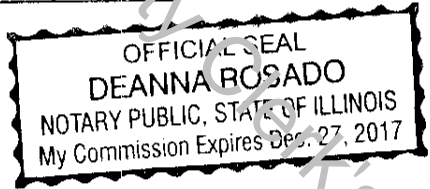
TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 3rd day of ~~August~~ ^{SEPT}, 2014 before me, the undersigned Notary Public, personally appeared Christine C. Young ~~Trust officer~~ of Chicago Title Land Trust Company and _____ of Chicago Title Land Trust Company, Trustee of Chicago Title Land Trust Company, as successor trustee to North Star Trust Company, as successor trustee to U.S. Bank, N.A., as successor trustee to Park National Bank, as successor trustee to the Cosmopolitan National Bank of Chicago, as trustee under Trust Agreement dated December 20, 1971 and known as Trust Number 19949 and known to me to be authorized trustees or agents 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 they are authorized to execute said instrument and in fact executed it on behalf of the trust.

By: Deanna Rosado Residing at CHICAGO TITLE LAND TRUST COMPANY
10 SOUTH LASALLE STREET, SUITE 2750
CHICAGO, IL 60603

Notary Public in and for the State of ILLINOIS
My commission expires 12/27/2017



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