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Doc#: 1506949050 Fee: \$44.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 03/10/2015 11:49 AM Pg: 1 of 4

MODIFICATION OF CREDIT AGREEMENT & MORTGAGE

This modification of Credit Agreement and Mortgage ("Agreement") is entered into as of the 27th cay of February, 2015, by and between Park Ridge Community Bank ("Lender") and Charles Pecoraro and Mary C. Pecoraro (individually and collectively, the "Borrower").

WHEREAS, Lender, has leaned to Borrower the sum of no more than Twenty Five Thousand Dollars (\$25,000.00) at any time, (the "Loan") as evidenced by a Credit Agreement and Disclosure cated March 28, 2013 as amended from time to time (the "Note"), and secured in part by a Mortgage dated March 28, 2013 and recorded in the office of the Cook County Recorder, Illinois, as Document Number 1310149020 (the "Collateral Document"). The real estate related Collateral Document covers the following described premises:

LOT 20 IN GREENWOOD ESTATES, BEING A SUBDIVISION IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE RECISTRAR OF TITLES OF COOK COUNTY, ILLINOS ON AUGUST 1, 1958, AS DOCUMENT NUMBER 1809899.

COMMON ADDRESS: 8407 W. BRUCE DRIVE, NILES, IL 60714

PERMANENT TAX NUMBER: 09-23-321-022-0000

WHEREAS, the Borrower has requested, and Lender has agreed to an increase in the credit limit and a modification to the interest rate 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 as follows:

1. The Recitals set forth above are fully incorporated by reference herein.

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- 2. The unpaid principal balance of the Note is currently Twenty One Thousand Nine Hundred Forty Three and 67/100ths Dollars (\$21,943.67).
- 3. The credit limit on the subject line of credit is hereby increased from \$25,000.00 to \$50,000.00.
- 4. The definition of the "Credit Agreement" in the Collateral Document is amended by deleting "\$25,000.00" and substituting "\$50,000.00".
- 5. The maximum principal amount of Indebtedness secured by the Mortgage, as set forth in the Mortgage, is increased to \$50,000.00.
- 6 In no event will the annual percentage rate be less than 3.950% per annum.
- 7. The interest rate shall be modified from the index rate plus 0.500% to the index rate plus 0.250% (a) defined in the Note). The index rate is currently 3.250% per annum, and therefore the Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE on your Credit Line will be as stated below:

All Balances TO INDEX 0.250% RATE 3.950% Floor Rate 0.0 (would be 3.250	$\frac{RATE}{0.250\%} = \frac{RATE}{3.950\% \text{ Floor Rate}} = \frac{RAT}{0.011}$
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- 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, 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 in 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
- 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 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.

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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 27th day of February, 2015.

BURROWERS:
X Charles P. Berraw
Charles P. Pecoraro
x Mary V. German
Mary C. Pecoraro
GRANTORS:
X Charles P. Reducoro
Charles P. Pecoraro
Mary C. Pecoraro
Mary C. Pecoraro
PARK RIDGE COMMUNITY BANK
PARK RIDGE COMMUNITY BANK
BY JOHNME (1)
Geraldine Cooper, Vice President
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UNOFFICIAL COPY 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 Charles P. Pecoraro and Mary C. Pecoraro, 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 27th day of February, 2015.

Vincenza Suco, Notary Public

OFFICIAL SEAL VINCENZA SQUEO NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:11/20/17

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 PAFK 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 authomy 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 27th day of February, 2015.

Vincenza Squeo, Notary Public

OFFICIAL SEAL
VINCENZA SQUEO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/20/17

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