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2000-12-26 11:10:16
Cook County Recorder 33.00

This Document was prepared
by and should be returned to:
N. Vargas
First Eagle National Bank
1040 W. Lake St.
Hanover Park, IL. 60103



SECOND AMENDMENT TO NOTE AND LOAN DOCUMENTS

This Second Amendment to Note and Loan Documents ("Second Amendment"), is made this 24TH day of November, 2000, by and among D.M.D. INVESTMENT, INC., DONALD K. BUSCH, AND HARRIS BANK PALATINE, N.A. AS SUCCESSOR TRUSTEE TO HARRIS BANK ROSELLE, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 6, 1983, AND KNOWN AS TRUST NO. 12087 (collectively called "Borrower"), D.M.D. INVESTMENT, INC. ("Grantor"), and First Eagle National Bank, a national banking association ("Lender").

A. On October 5, 1999 Lender made a loan (the "Loan") to Borrower in the original principal amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00). The Loan is evidenced by the Promissory Note ("Note") of Borrower payable to Lender, dated October 5, 1999 in the principal amount of \$500,000.00.

B. The Note is secured by a Mortgage dated October 5, 1999 which was executed by HARRIS BANK PALATINE, N.A. AS SUCCESSOR TRUSTEE TO HARRIS BANK ROSELLE, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 6, 1983, AND KNOWN AS TRUST NO. 12087 in favor of Lender and recorded as Document No. 99966930 with the Recorder of Deeds of Cook County, Illinois and which created a first lien on the property ("Property") commonly known as 6 Corey Drive, South Barrington, IL. and which is legally described on Exhibit "A" which is attached hereto and made a part hereof; Collateral Assignment of Beneficial Interest dated October 5, 1999 in Harris Bank Palatine, N.A. Trust No. 12087 executed by Grantor in favor of Lender ("ABI"); and any and all other documents securing the Note executed by Borrower and/or Grantor in favor of Lender (collectively, the "Loan Documents").

C. The maturity date of the Loan was extended to October 5, 2002 pursuant to the First Amendment to Note and Loan Documents dated October 5, 2000.

BOX 169

RE: TITLE

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D. Borrower wishes to increase the amount of the Loan by \$200,000.00 to SEVEN HUNDRED THOUSAND DOLLARS (\$700,000.00). Lender has agreed to increase the amount of the Loan to \$700,000.00 as aforesaid, subject to the following covenants, agreements, representations and warranties.

NOW THEREFORE, for and in consideration of the covenants, agreements, representations and warranties set forth herein, the parties hereto agree as follows:

1. **Recitals.** The recitals set forth above shall be incorporated herein, as if set forth in their entirety.

2. **Amount of Loan.** The amount of the Loan is hereby increased by \$200,000.00 to \$700,000.00. The increased amount of \$200,000.00 is available for advances to Borrower for a period of six (6) months only from the date hereof. Thereafter, the amount of the Line of Credit is reduced to \$500,000.00. Concurrent with the execution of this Second Amendment, Borrower shall execute and deliver to Lender an Amended and Restated Promissory Note of even date herewith in the original principal amount of \$700,000.00 (the "Amended Note"). All references in the Loan Documents to the "Note" shall hereafter be deemed to be a reference to the "Amended Note".

3. **Modification of Documents.** The Mortgage, ABI and other Loan Documents shall be deemed to be modified to reflect the amendment set forth in paragraph 2.

4. **Restatement of Representations.** The undersigned hereby restate and reaffirm each and every representation, warranty, covenant and agreement made by them in the Amended Note, Mortgage, ABI and other Loan Documents.

5. **Defined Terms.** All capitalized terms which are not defined herein shall have the definitions ascribed to them in the Amended Note, Mortgage, ABI and other Loan Documents.

6. **Documents Unmodified.** Except as modified hereby, the Amended Note, Mortgage, ABI and other Loan Documents shall remain unmodified and in full force and effect. Borrower hereby ratify and confirm their respective obligations and liabilities under the Amended Note, Mortgage, ABI and other loan documents as hereby amended. They each hereby acknowledge that they have no defenses, claims, or setoffs against the enforcement by Lender of their respective obligations and liabilities under the Amended Note, Mortgage, ABI and other Loan Documents, as so amended.

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7. **Fee.** In consideration of Lender's agreement to amend the Loan, as aforesaid, Borrower has agreed and shall pay Lender upon execution hereof, a fee in the amount of \$245.00 plus all costs incurred by Lender in connection with or arising out of this amendment.

IN WITNESS WHEREOF, this Second Amendment was executed by the undersigned as of the date and year first set forth above.

BORROWER:

D.M.D. INVESTMENT, INC.

Donald K. Busch
By: Donald K. Busch, President

Donald K. Busch
Donald K. Busch, Individually

HARRIS BANK PALATINE, N.A. AS SUCCESSOR TRUSTEE TO HARRIS BANK ROSELLE, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 6, 1983, AND KNOWN AS TRUST NO. 12087 AND NOT PERSONALLY.

**SEE EXCULPATORY RIDER ATTACHED
HERETO AND MADE A PART HEREOF**

By: Mary M. Bray
Mary M. Bray, Trust Officer

Trust Officer Attest: Kristin A. Starns
Kristin A. Starns, Lead Trust Administrator

GRANTOR:

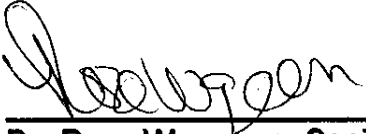
D.M.D. INVESTMENT, INC.

Donald K. Busch
By: Donald K. Busch, President

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LENDER:

First Eagle National Bank



By: Rose Wageman, Senior Vice President

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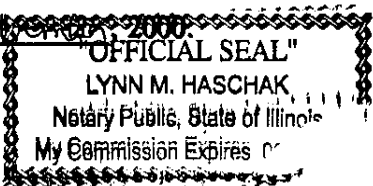
BORROWER'S AND GRANTOR'S ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.
COUNTY OF DuPage

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Donald K. Busch, personally and as President of D.M.D. Investment, Inc., an Illinois corporation, 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 said instrument as his free and voluntary act and deed as well as that of the corporation he represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 27 day of November, 2000.

Notary Public Lynn M. Haschak



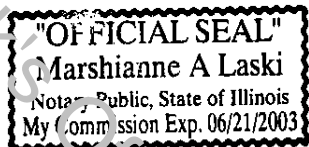
TRUSTEE'S ACKNOWLEDGMENT

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 Mary M. Bray, Trust Officer & Kristin A. Stone, Trust Officer of HARRIS BANK PALATINE, N.A. AS SUCCESSOR TRUSTEE TO HARRIS BANK ROSELLE, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 6, 1983, AND KNOWN AS TRUST NO. 12087 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/she signed, sealed and delivered said instrument as his/her free and voluntary act and deed as well as that of the entity he/she represents for the uses and purposes therein set forth.

Given under my hand and Official Seal this 30th day of November, 2000.

Notary Public Marshianne A. Laski



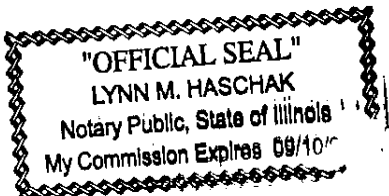
LENDER'S ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.
COUNTY OF DuPage

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Rose Wageman, Senior Vice President of FIRST EAGLE NATIONAL BANK, a national banking association, appeared before me this day in person and acknowledged that she signed, sealed and delivered said instrument as her free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 27 day of November, 2000.

Notary Public Lynn M. Haschak



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Exhibit "A"

PARCEL 1:

LOT 33 IN GLEN OF SOUTH BARRINGTON UNIT NUMBER 3, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF EASEMENT MADE BY GLEN OF SOUTH BARRINGTON PROPERTY OWNERS ASSOCIATION TO RIDGEWAY ENTERPRISES, INC., A CORPORATION OF ILLINOIS AND WILLIAM R. ROSE DATED OCTOBER 30, 1986 AND RECORDED DECEMBER 2, 1986 AS DOCUMENT 86574085 AND RE-RECORDED JANUARY 20, 1987 AS DOCUMENT 87034179 FOR INGRESS AND EGRESS OVER:

- A) VACATED BLANCHARD CIRCLE, AS SAID STREET IS SHOWN ON THE PLAT OF THE GLEN OF SOUTH BARRINGTON UNIT 2 RECORDED FEBRUARY 11, 1982 AS DOCUMENT 26142879;
- B) VACATED ROSE BOULEVARD, AS SAID STREET IS SHOWN ON SAID PLAT OF THE GLEN OF SOUTH BARRINGTON UNIT 2, AND ON THE PLAT OF THE GLEN OF SOUTH BARRINGTON RECORDED APRIL 7, 1978 AS DOCUMENT 24332998;
- C) VACATED GREGORY LANE, AS SAID STREET IS SHOWN ON SAID PLAT OF THE GLEN OF SOUTH BARRINGTON;
- D) VACATED LAKE ADALYN DRIVE, AS SAID STREET IS SHOWN ON SAID PLAT OF THE GLEN OF SOUTH BARRINGTON;
- E) LAKE ADALYN DRIVE, A PRIVATE ROAD SHOWN ON THE PLAT OF THE GLEN OF SOUTH BARRINGTON UNIT 6 RECORDED OCTOBER 11, 1985 AS DOCUMENT NUMBER 85232441; AND ROSE BOULEVARD, A PRIVATE ROAD, AS SHOWN ON THE PLAT OF THE GLEN OF SOUTH BARRINGTON, UNIT 3, RECORDED OCTOBER 1986 AS DOCUMENT 86509907;
- F) AMBROSE LANE, A PRIVATE ROAD SHOWN ON SAID PLAT OF THE GLEN OF SOUTH BARRINGTON, UNIT 6, ALL IN COOK COUNTY, ILLINOIS;
- G) COREY DRIVE, A PRIVATE ROAD SHOWN ON THE PLAT OF THE GLEN OF SOUTH BARRINGTON UNIT 3, RECORDED OCTOBER 30, 1986 AS DOCUMENT 86509907.

Address: 6 Corey Drive, South Barrington, IL. 60010

P.I.N. 01-35-202-004-0000.

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EXCULPATORY RIDER

This instrument is executed by the Harris Bank Palatine, N.A. as Trustee under the provisions of a Trust Agreement dated 12/6/83, and known as Trust no. 12087, not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and Harris Bank Palatine, N.A. warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Harris Bank Palatine, N.A. in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against the Harris Bank of Palatine, N.A. on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existant Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.