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2003-01-08 09:32:48
Cook County Recorder 32.00

7891286-DI
To Mail (ALL)

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



SECOND AMENDMENT TO LOAN DOCUMENTS

This Second Amendment to Loan Documents ("Second Amendment"), is made this 14th day of November 2002, by and between METZLER/HULL DEVELOPMENT CO., an Illinois Corporation ("Borrower"), JAY M. METZLER (alternatively referred to herein as "Grantor" or "Guarantor") and First Eagle National Bank, a national banking association ("Lender").

A. On November 14, 2000 Lender made a revolving line of credit loan (the "Loan") to Borrower in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00). The Loan is evidenced by the Promissory Note of Borrower dated November 14, 2000 in the principal amount of \$500,000.00 as amended by the First Amendment To Loan Documents dated November 14, 2001 ("Note").

B. The Note is secured by a Mortgage and Assignment of Rents ("Mortgage") dated November 14, 2000 and recorded on December 5, 2000 as Document Nos. 00952730 and 00952731 with the Recorder of Deeds of Cook County, Illinois which was executed by Grantor in favor of Lender and which created a second lien on the following described property ("Property"):

LOT 2 IN BLOCK 5 IN JAMES MORGAN'S SUBDIVISION OF THE NORTHWEST ¼ OF BLOCK 10 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 1103 W. WEBSTER, CHICAGO, ILLINOIS, 60614

P.I.N.: 14-32-214-008

BOX 333-CT

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C. The Note is further secured by the Guaranty of Payment ("Guaranty") of Guarantor dated November 14, 2000 and any and all other documents securing the Note executed by Borrower, Grantor or Guarantor in favor of Lender (collectively, the "Loan Documents").

D. The Maturity Date of the Loan was extended to November 14, 2002 pursuant to the First Amendment to Loan Documents dated November 14, 2001.

E. Borrower wishes to further extend the Maturity Date of the Loan to November 14, 2003. Lender has agreed to extend the Maturity Date 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. **Maturity Date and Floor Rate.** The Maturity Date of the Note is hereby extended to November 14, 2003. Beginning November 14, 2001, the interest rate on the Loan, which is the Wall Street Journal Prime plus 1%, shall, at no time, be less than 6.0% per annum ("Floor Rate").
3. **Financial Statements.** Borrower and Guarantor shall submit to Lender annually, beginning September 1, 2003 and on that day every year thereafter the Personal Financial Statements of Guarantor and beginning October 15, 2003 the Business Financial Statements of the Borrower and the Personal Federal Income Tax Returns of Guarantor.
4. **Modification of Documents.** The Note, Mortgage and other Loan Documents shall be deemed to be modified to reflect the amendment set forth above.
5. **Restatement of Representations.** Borrower, Grantor and Guarantor hereby restate and reaffirm each and every representation, warranty, covenant and agreement made by them in the Note, Mortgage, Guaranty and other Loan Documents.
6. **Defined Terms.** All capitalized terms, which are not defined herein, shall have the definitions ascribed to them in the Note, Mortgage, Guaranty and other Loan Documents.
7. **Documents Unmodified.** Except as modified hereby, the Note, Mortgage, Guaranty and other Loan Documents shall remain unmodified and in full force and effect. Borrower, Grantor and Guarantor ratify and confirm their obligations and liabilities under the Note, Mortgage, Guaranty and other Loan Documents. They acknowledge no defenses, claims, or setoffs against the enforcement by Lender.

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8. **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 One Dollar (\$1.00) plus all costs incurred by Lender in connection with or arising out of this extension and amendment.

This Amendment shall extend to and be binding upon each of the Borrower and each Guarantor and their heirs, legatees, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

This Amendment shall, in all respects, be governed by and construed in accordance with the laws of the State of Illinois, including all matters of construction, validity and performance.

This Amendment constitutes the entire agreement between the parties with respect to the aforesaid Amendment and shall not be amended or modified in any way except by a document in writing executed by all of the parties thereto.

This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be one agreement.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH BORROWER AND EACH GUARANTOR (EACH AN "OBLIGOR") HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS MODIFICATION AGREEMENT SHALL BE TRIED AND DETERMINED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, OR, AT THE SOLE OPTION OF LENDER IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS MODIFICATION AGREEMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF OBLIGORS AND LENDER WITH RESPECT TO THIS MODIFICATION AGREEMENT, OR THE TRANSACTION RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY AGREE THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY OBLIGOR OR LENDER MAY FILE A COPY OF THIS EXECUTED MODIFICATION AGREEMENT WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OBLIGOR AND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

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

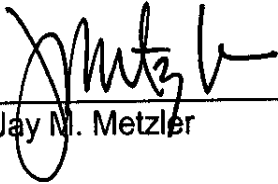
BORROWER:

METZLER/HULL DEVELOPMENT CO.



By: Jay M. Metzler, President and Secretary

GRANTOR / GUARANTOR:



Jay M. Metzler

LENDER:

First Eagle National Bank



By: Ruby D. Feeley, Vice President

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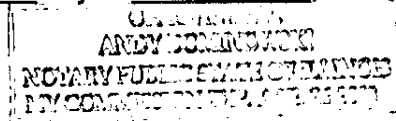
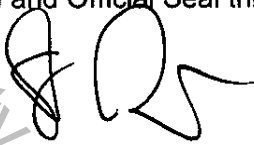
BORROWER'S ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.
COUNTY OF)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Jay M. Metzler, President and Treasurer of Metzler/Hull Development Co. an Illinois corporation, personally known to me to be the same persons 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 represent, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 16th day of DECEMBER, 2002.

Notary Public



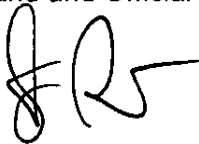
GRANTOR'S/GUARANTOR'S ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.
COUNTY OF)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Jay M. Metzler 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 signed, sealed and delivered said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and Official Seal this 16th day of DECEMBER, 2002.

Notary Public



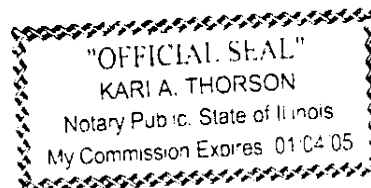
LENDER'S ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.
COUNTY OF)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Ruby D. Feeley, 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 16th day of December, 2002.

Notary Public



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