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2003-02-06 13:12:17

Cook County Recorder 34.50

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



FFATC 02010159

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**SECOND AMENDMENT TO LOAN DOCUMENTS**

This Second Amendment to Loan Documents ("Second Amendment") is made this 23rd day of December, 2002 by and between LaSalle Bank National Association, as Trustee ("Trustee") ~~under a Trust Agreement dated 07/29/99 and known as Trust No. 122596~~ <sup>and not personally</sup> and Kevin S. Wood (collectively referred to herein as "Borrower"); Kevin S. Wood, Trustee of the Kevin S. Wood Living Trust dated December 22, 1999, successor to Kevin S. Wood ("Grantor"); and First Eagle National Bank, a national banking association ("Lender").

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A. On February 19, 2001 Lender made a loan (the "Loan") to Borrower in the amount of Five Hundred Twenty Thousand Eighty Five Dollars (\$520,085.00). The Loan is evidenced by the Promissory Note of Borrower dated February 19, 2001 in the principal amount of \$520,085.00 as amended by the First Amendment to Loan Documents dated November 30, 2001 ("Note").

B. The Note is secured by a Mortgage and Assignment of Rents ("Mortgage") dated February 19, 2001 and recorded as Document No. 0010190371 and 0010190372 with the Recorder of Deeds of Cook County, Illinois which was executed by Trustee in favor of Lender and which created a first lien on the property ("Property") located at 2634 N. Racine, 1<sup>st</sup> Floor, Chicago, IL. 60614, which is legally described on Exhibit "A", attached hereto and made a part hereof.

C. The Note is further secured by a Mortgage and Assignment of Rents ("Mortgage") dated February 19, 2001 and recorded as Document No. 0010190375 and 0010190376 with the Recorder of Deeds, Cook County, IL which was executed by Trustee in favor of Lender, and which created a second lien on the property ("Property") located at 420 W. Aldine Unit 303, Chicago, IL. 60657, which is legally described on Exhibit "A", attached hereto and made a part hereof.

D. The Note is further secured by the Collateral Assignment of Beneficial Interest dated February 19, 2001 executed by Kevin S. Wood in favor of Lender ("Assignment") and any and all other documents securing the Note executed by Borrower or Grantor in favor of Lender (collectively, the "Loan Documents").

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E. The Note was amended on November 30, 2001 to extend the maturity date of the Loan to November 23, 2006 pursuant to the First Amendment To Loan Documents.

F. Borrower requests: (a) the change in the rate of interest of the Loan from fixed rate of 7.5% to a variable rate based on Wall Street Journal Prime + 1%; (b) the change in the Maturity Date of the Loan from November 23, 2006 to December 1, 2005; and (c) the release an Assignment of Life Insurance Policy as Collateral covering Northwestern Mutual Life Policy No. 14717206 on the life of Kevin Wood. Lender has agreed to the requests 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 Interest Rate.** The Maturity Date of the Loan is hereby changed from November 23, 2006 to December 1, 2005. Effective as of the date hereof, the rate of interest rate of the Loan is hereby changed from a fixed rate of 7.5% to a variable rate that is the Wall Street Journal Prime plus 1%, which at no time, be less than 5.75% per annum ("Floor Rate").

3. **Release Collateral.** The Assignment of Life Insurance Policy as Collateral covering Northwestern Mutual Life Insurance Policy No. 14717206 is hereby released.

4. **Modification of Documents.** The Note, Mortgages, Assignment, and other Loan Documents shall be deemed to be modified to reflect the amendments set forth above.

5. **Restatement of Representations.** Trustee, Borrower and Grantor hereby restate and reaffirm each and every representation, warranty, covenant, and agreement made by them in the Note, Mortgages, Assignment, 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, Mortgages, Assignment, and other Loan Documents.

7. **Documents Unmodified.** Except as modified hereby, the Note, Mortgages, Assignment and other Loan Documents shall remain unmodified and in full force and effect. Trustee, Borrower and Grantor ratify and confirm their obligations and

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liabilities under the Note, Mortgages, Assignment and other Loan Documents. They acknowledge no defenses, claims, or setoffs against the enforcement by Lender.

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 \$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

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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.

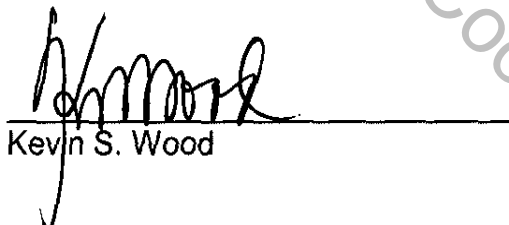
IN WITNESS WHEREOF, this Second Amendment was executed by the undersigned as of the date and year first set forth above.

## BORROWER:

LaSalle Bank National Association, not personally but as Trustee under Trust Agreement dated 07/29/99 and known Trust No. 122596

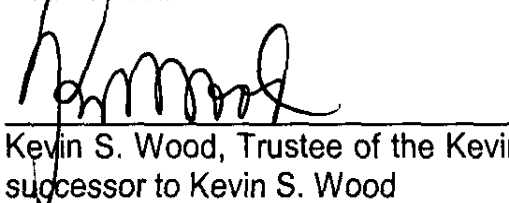


By: Harriet Denisewicz  
Trust Officer

  
Kevin S. Wood

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 are not personally assumed by or shall at any time be enforceable or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

## GRANTOR:

  
Kevin S. Wood, Trustee of the Kevin S. Wood Living Trust dated December 22, 1999, successor to Kevin S. Wood

## LENDER:

First Eagle National Bank

By:   
Ruby D. Feeley, Vice President

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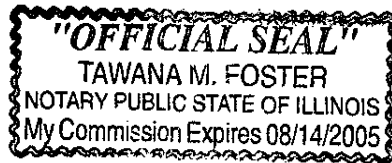
## TRUSTEE'S ACKNOWLEDGMENT

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 Harriet / Denisewitz, Trust Officer of LaSalle Bank National Association, 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 they signed, sealed and delivered said instrument as their free and voluntary act and deed as well as that of the Bank represent, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 15 day of January, ~~2002~~ 2003

Tawana M. Foster  
Notary Public



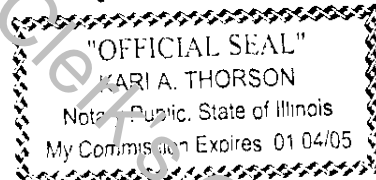
## BORROWER'S AND GRANTOR'S ACKNOWLEDGMENT

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 Kevin S. Wood for herself and as Trustee of the Kevin S. Wood Living Trust dated December 22, 1999, 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 she signed, sealed and delivered said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 18 day of January 2002.

Kari A. Thorson  
Notary Public



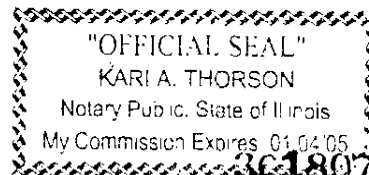
## LENDER'S ACKNOWLEDGMENT

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, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 18 day of Jan, 200~~2~~<sup>3</sup>.

Kari A. Thorson  
Notary Public



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EXHIBIT "A"

UNIT 2634-1 IN THE 2634 N. RACINE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE S ½ OF LOT 10 AND ALL OF LOT 11 IN SUBDIVISION OF THE E ½ AND E 8 FT. OF THE W ½ OF SUBDIVISION IN BLOCK 1 OF BLOCK 44 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOC. NO. 0010135928, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION.

PROPERTY ADDRESS: 2634 N RACINE #1, CHICAGO, IL.  
PIN #: 14-29-310-996-1002

UNIT 303 TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 420 ALDINE CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOC. NO. 25253564, IN THE SW ¼ OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

PROPERTY ADDRESS: 420 W ALDINE #303, CHICAGO, IL.  
PIN #: 14-21-310-063-1021

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