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2003-02-10 09:22:20
Cook County Recorder 34.00

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



FIRST AMENDMENT TO LOAN DOCUMENTS

This First Amendment to Loan Documents ("First Amendment"), is made this 9th day of October, 2002 by and between Trigen Home Builders, Inc., an Illinois Corporation ("Borrower"); Scott E. Stern and Marcie Stern (individually and collectively referred to herein as "Guarantor"); and First Eagle National Bank, a national banking association ("Lender").

A. On October 9, 2001 Lender made a loan (the "Loan") to Borrower in the amount of One Hundred Five Thousand Dollars (\$105,000.00). The Loan is evidenced by the Promissory Note ("Note") of Borrower dated October 9, 2001 in the principal amount of \$105,000.00.

B. The Note is secured by a Mortgage and Assignment of Rents (collectively referred to herein as "Mortgage") dated October 9, 2001 and recorded October 31, 2001 as Document Nos. 0011017447 and 0011017448 with the Recorder of Deeds of Cook County, Illinois which was executed by Borrower in favor of Lender and which created a first lien on the property ("Property") known as Lots 3, 11, 12, 13, 14, 15, 16, 17, 18 and 19 in Plum Creek Estates, Sauk Village, IL 60411. Except for Lots 17, 18 and 19, which is legally described on Exhibit, "A" which is attached hereto and made a part hereof, the rest of the other Lots have previously been released.

C. The Note is further secured by the Guaranty of Payment ("Guaranty") of Guarantor dated October 9, 2001 and any and all other documents securing the Note executed by Borrower or Guarantor in favor of Lender (collectively, the "Loan Documents").

G. Borrower wishes to extend the Maturity Date of the Loan to April 9, 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:

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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 Loan is hereby extended to April 9, 2003. Effective as of the date hereof, the interest rate on the Note, which is the Wall Street Journal Prime, shall, at no time, be less than 4.75% per annum ("Floor Rate").

3. **Modification of Documents.** The Note, Mortgage, Guaranty, and other Loan Documents shall be deemed to be modified to reflect the amendment set forth above.

4. **Guarantor Not Released.** Guarantor acknowledges and consents to the foregoing amendment.

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.

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 and no/100 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.

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

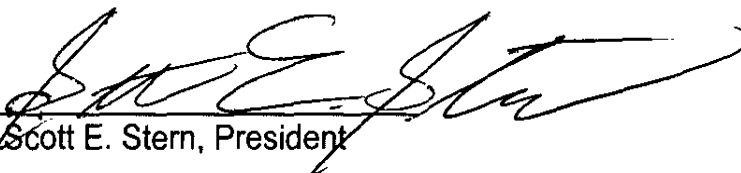
TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH BORROWER AND EACH GUARANTOR (EACH AN "OBLIGOR") HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS MODIFICATION AGREEMENT SHALL BE TRIED AND DETERMINED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF COOK, STATE OF 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.

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

BORROWER:

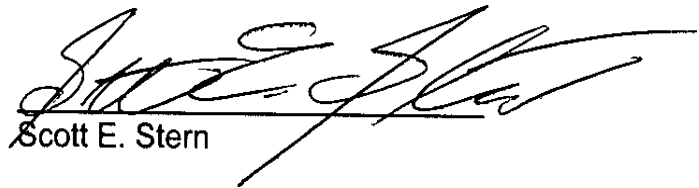
Trigen Home Builders, Inc.

By: 
Scott E. Stern, President

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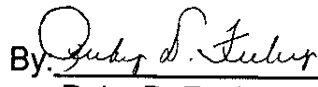
GUARANTOR:


Scott E. Stern


Marcie Stern

LENDER:

First Eagle National Bank

By: 
Ruby D. Feeley, Vice President

Property of Cook County Clerk's Office

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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 Scott E. Stern, President of Trigen Home Builders 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 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 18 day of Oct, 2002.

Myrna Hameister
Notary Public



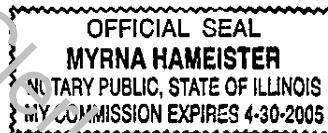
GUARANTOR'S ACKNOWLEDGMENT

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 Scott E Stern and Marcie Stern, 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 said instrument as their free and voluntary act, for the uses and purposes therein set forth.

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

Myrna Hameister
Notary Public



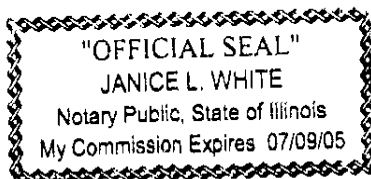
LENDER'S ACKNOWLEDGMENT

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 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 as well as that of the Bank she represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 22 day of October, 2002.

Janice L. White
Notary Public



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EXHIBIT "A"

LOTS 17, 18 AND 19 IN PLUM CREEK ESTATES, A RESUBDIVISION OF LOT 21 IN ROBER BARTLETT'S TORRENCE AVENUE FARMS, A SUBDIVISION OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THERE OF RECORDED OCTOBER 21, 1999 AS DOCUMENT NO. 99989986 IN COOK COUNTY, ILLINOIS.

The Real Property is commonly known as Lots 17, 18 and 19 in Plum Creek Estates, Sauk Village, IL 60411.

The P.I.N. is 33-31-119-014, 015, 016.

Property of Cook County Clerk's Office

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