

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



LaSalle Bank National Association,
successor trustee

FIRST AMENDMENT TO LOAN DOCUMENTS

This First Amendment to Loan Documents ("First Amendment") is made this 7th day of December 2002 by and among REPRO INCORPORATED, an Illinois Corporation ("Borrower"); RICHARD L. WERNER and DONNA RAE LOTTIS WERNER (collectively referred to as "Guarantor"); LaSalle Bank National Association, successor Trustee to American National Bank and Trust Company of Chicago under Trust Agreement dated 08/15/83 and known as Trust No. 59050 ("Trustee"); Richard Werner ("Grantor") and First Eagle National Bank, a national banking association ("Lender").

A. On December 7, 2001 Lender made a revolving line of credit loan (the "Loan") to Borrower in the amount of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00). The Loan is evidenced by the Promissory Note ("Note") of Borrower payable to Lender dated December 7, 2001 in the principal amount of \$150,000.00.

B. The Note is secured by a Mortgage and Assignment of Rents dated December 7, 2001 which were executed by Trustee in favor of Lender and recorded on February 5, 2002 as Document Nos. 0020146372 and 0020146373 respectively with the Recorder of Deeds of Cook County, Illinois and which created a second lien on the property ("Property") commonly known as 912 W. Washington, Chicago, IL and which is legally described on Exhibit , "A" which is attached hereto and made a part hereof.

C. The Note is further secured by the Collateral Assignment of Beneficial Interest dated December 7, 2001 executed by Grantor in favor of Lender covering LaSalle Bank National Association Trust No. 59050 ("Assignment").

D. The Note is further secured by a Commercial Security Agreement covering a blanket lien on all business assets of Borrower ("Security Agreement").

E. The Note is further secured by the Guaranty of Payment ("Guaranty") of Guarantor dated December 7, 2001 and any and all other documents securing the Note executed by Borrower, Trustee, Grantor or Guarantor in favor of Lender (collectively, the "Loan Documents").

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F. Borrower requests the extension of the Maturity Date of the Loan to December 7, 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 Loan is hereby extended to December 7, 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 4.50% per annum ("Floor Rate").

3. **Financial Statements.** Borrower and Guarantor shall submit to Lender annually beginning November 1, 2003 and on that day every year thereafter the Business Financial Statements of Borrower and the Personal Financial Statements and Personal Federal Income Tax Returns of Guarantor.

4. **Modification of Documents.** The Mortgage, Assignment, Security Agreement and other Loan Documents shall be deemed to be modified to reflect the amendment set forth above.

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

6. **Restatement of Representations.** Borrower, Trustee, Grantor and Guarantor hereby restate and reaffirm each and every representation, warranty, covenant and agreement made by them in the Note, Mortgage, Assignment, Security Agreement, Guaranty and other Loan Documents.

7. **Defined Terms.** All capitalized terms, which are not defined herein, shall have the definitions ascribed to them in the Note, Mortgage, Assignment, Security Agreement, Guaranty and other Loan Documents.

8. **Documents Unmodified.** Except as modified hereby, the Note, Mortgage, Assignment, Security Agreement, Guaranty and other Loan Documents shall remain unmodified and in full force and effect. Borrower, Trustee, Grantor and Guarantor each hereby ratify and confirm their respective obligations and liabilities under the Note, Mortgage, Assignment, Security Agreement, Guaranty and other Loan Documents. 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 Note, Mortgage, Assignment, Security Agreement, Guaranty and other Loan Documents, as so amended.

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9. **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 Dollars (\$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, Trustee, Grantor 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 A "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 First Amendment was executed by the undersigned as of the date and year first set forth above.

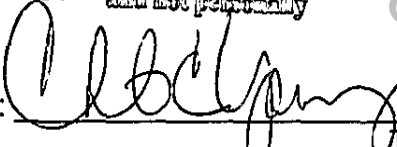
BORROWER:

REPRO INCORPORATED

By: 
RICHARD L. WERNER, President

TRUSTEE:

LaSalle Bank National Association, successor Trustee to American National Bank and Trust Company of Chicago under Trust Agreement dated 08/15/83 and known as Trust No. 59050 ^{and not personally}

By: 
Trust Officer
Land Trust Administrator

This instrument is executed by LASALLE BANK National Association, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LASALLE BANK National Association are undertaken by it solely as trustee, as aforesaid, and not individually and all statements herein made are made in good faith, information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LASALLE BANK National Association by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

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GUARANTOR:


RICHARD L. WERNER


DONNA RAE LOTTS WERNER

GRANTOR:


RICHARD WERNER

LENDER:

First Eagle National Bank


By: Felicia Speakes, Commercial Banking Associate

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TRUSTEE 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 Christine C. [unclear], Trust Officer of LaSalle Bank National Association 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 as well as that of the corporation they represent, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 1st day of JANUARY, 2002.

Notary Public

Reta A. Edwards



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Property of [unclear] County Clerk's Office

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Exhibit "A"

PARCEL 1: LOTS 1 TO 5 AND THE WEST 13.5 FEET OF LOT 6 AND VACATED 10 FOOT ALLEY OF THE ADJOINING SAID LOTS IN MORTIMERS SUBDIVISION OF LOTS 14, 15, 16 IN BLOCK 39 IN CARPENTERS ADDITION TO CHICAGO IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE SOUTH 9 FEET 2 INCHES OF LOT 13 (EXCEPT EAST 9 FEET TAKEN FOR ALLEY) IN BLOCK 39 OM CAR[EMTERS ADDITION TO CHICAGO AFORESAID, IN COCK COUNTY, ILLINOIS.

ADDRESS: 912 W Washington, Chicago, IL. 60610

REAL PROPERTY TAX IDENTIFICATION NO. 17-08-440-013 & 17-08-440-015

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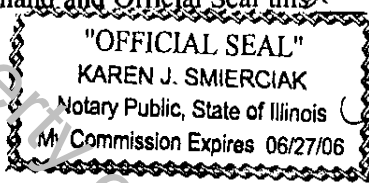
BORROWER'S ACKNOWLEDGMENT

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 Richard L Werner, President of RePro Incorporated, 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 21st day of December, 2002.

Notary Public



Karen J. Smierciak

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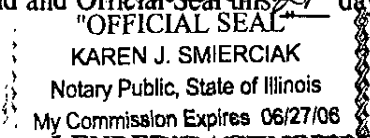
GRANTOR AND GUARANTORS' ACKNOWLEDGMENT

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 Richard L. Werner and Donna Rae Lotts Werner 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 for the uses and purposes therein set forth.

Given under my hand and Official Seal this 21st day of December, 2002.

Notary Public



Karen J. Smierciak

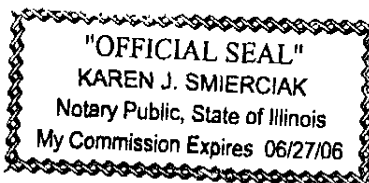
LENDER'S ACKNOWLEDGMENT

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 Felicia Speakes, Commercial Banking Associate 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 21st day of December, 2002.

Notary Public



Karen J. Smierciak