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

Doc#: 0327735179
Eugene "Gene" Moore Fee: \$34.50
Cook County Recorder of Deeds
Date: 10/06/2003 01:49 PM Pg: 1 of 6



Property of Cook County Clerk's Office

SECOND AMENDMENT TO LOAN DOCUMENTS

This Second Amendment to Loan Documents ("Second Amendment") is made this 28th day of June 2003 by and between Elliot Heidelberger and Charter Bank & Trust of Illinois n/k/a Charter National Bank and Trust, as Trustee ("Trustee") under a Trust Agreement dated 12/18/91 and known as Trust No. 1453 (collectively "Borrower"); and First Eagle National Bank, a national banking association ("Lender").

A. On July 9, 2001 Lender made a revolving line of credit loan (the "Loan") to Borrower in the amount of Twenty Five Thousand Dollars (\$25,000.00). The Loan is evidenced by the Promissory Note of Borrower dated July 9, 2001 in the principal amount of \$25,000.00 as amended by the First Amendment To Loan Documents dated June 28, 2002 ("Note").

B. The Note is secured by a Mortgage and Assignment of Rents ("Mortgage") both dated July 9, 2001 and recorded as Document Nos. 0010736208 and 0010736209 with the Recorder of Deeds of Cook County, Illinois which was executed by Trustee in favor of Lender and which created a second lien on the property ("Property") located at 7225 Longmeadow Lane, Hanover Park, IL. 60103, which is legally described on Exhibit "A", attached hereto and made a part hereof; and any and all other documents securing the Note executed by Borrower in favor of Lender (collectively, the "Loan Documents").

C. The Maturity Date of the Note was extended to June 28, 2003 pursuant to the First Amendment To Loan Documents dated June 28, 2002.

D. Borrower requests the further extension of the Maturity Date of the Note to June 28, 2004. 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.** The Maturity Date of the Note is hereby extended to June 28, 2004. Effective as of June 28, 2002, the interest rate on the Note, which is the Wall Street Journal Prime plus 1%, shall, at no time, be less than 6.0% per annum ("Floor Rate").

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

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

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

6. **Documents Unmodified.** Except as modified hereby, the Note, Mortgage and other Loan Documents shall remain unmodified and in full force and effect. Borrower ratify and confirm their obligations and liabilities under the Note, Mortgage 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).

This Amendment shall extend to and be binding upon each of the Borrower 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

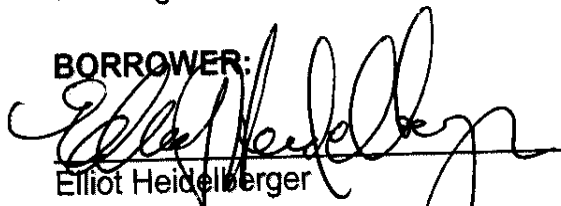
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PROCEEDINGS ARISING IN CONNECTION WITH THIS MODIFICATION AGREEMENT SHALL BE TRIED AND DETERMINED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, OR, AT THE SOLE OPTION OF LENDER IN ANY OTHER COURT IN WHICH LENDER 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.

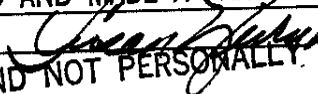
TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS MODIFICATION AGREEMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS 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 Second Amendment was executed by the undersigned as of the date and year first set forth above.

BORROWER:


Elliot Heidelberg

Charter Bank & Trust of Illinois n/k/a Charter National Bank and Trust, not personally but as Trustee under Trust Agreement dated 12/18/91 and known as Trust No. 1453
**SUBJECT TO THE EXCULPATORY PROVISIONS ATTACHED
HERETO AND MADE A PART HEREOF**

By:  Trust Officer
AND NOT PERSONALLY.

LENDER:

First Eagle National Bank

By: 
Cheri Armstrong, Commercial Banking Officer

STATUTORY PROVISIONS
ATTACHED HEREOF.

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SUBJECT TO THE EXCULPATORY AND WAIVER OF LIABILITY HEREIN

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representation, covenants, undertakings, and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the **Charter National Bank & Trust** or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

2200 W. Higgins Road
Hoffman Estates, IL 60195-2481
(847) 882-1000

Charter National Bank
AND TRUST

BFC Form Service, Inc. 180316

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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 Elliot Heidelberger, 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, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 27th day of June, 2003.

Francine Marie Lombardo
Notary Public



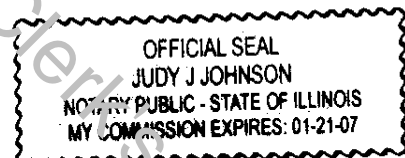
TRUSTEE'S ACKNOWLEDGMENT

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 Susan Weirich, Trust Officer of Charter Bank & Trust of Illinois 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 as well as that of the corporation he/she represent, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 30th day of June, 2003.

Judy J. Johnson
Notary Public



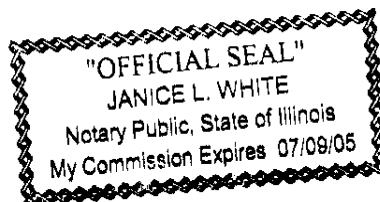
LENDER'S ACKNOWLEDGMENT

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 Cheri Armstrong, Commercial Banking Officer of FIRST EAGLE NATIONAL BANK, a national banking association, 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 Bank he represent, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 30th day of June, 2003.

Janice L. White
Notary Public



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EXHIBIT "A"

LOT 1 IN BLOCK 15, IN HANOVER HIGHLANDS UNIT 2, VILLAGE OF HANOVER PARK, COOK COUNTY, ILLINOIS, A SUBDIVISION OF PART OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON FEBRUARY 26, 1964 AS DOCUMENT NO. 2137400 AND CERTIFICATE OF CORRECTION THEREOF REGISTERED ON MARCH 25, 1964, AS DOCUMENT NO. 2141607.

The Real Property is commonly known as 7225 LONG MEADOW LANE, HANOVER PARK, IL. 60103

The P.I.N. is 07-30-402-001

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