



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

Doc#: 0327941057
Eugene "Gene" Moore Fee: \$36.00
Cook County Recorder of Deeds
Date: 10/06/2003 10:51 AM Pg: 1 of 7

FIRST AMENDMENT TO LOAN DOCUMENTS

This First Amendment to Loan Documents ("First Amendment"), is made this 28th day of August, 2003 by and between Gokhan Oner and Nasiha Oner ("Borrower"); Gokhan Oner ("Grantor"); CNE, Inc. an Illinois Corporation ("Guarantor"); and First Eagle National Bank, a national banking association ("Lender").

A. On September 28, 2001, Lender made a loan (the "Loan") to Borrower in the amount of Two Hundred Twenty Four Thousand Dollars (\$224,000.00). The Loan is evidenced by the Promissory Note ("Note") of Borrower dated September 28, 2001 in the principal amount of \$224,000.00.

B. The Note is secured by a Mortgage and Assignment of Rents dated September 28, 2001 executed by Borrower in favor of Lender and recorded as Document Nos. 0010924611 and 0010924612 with the Recorder of Deeds of Cook County, Illinois ("Mortgage") which created a first lien on the property ("Property") located at 1018 Lunt Avenue, Schaumburg, IL. which is legally described on Exhibit "A" attached hereto and made a part hereof.

C. The Note is further secured by an Assignment of Life Insurance Policy # 17B524473 dated May 9, 2002 issued by the Banner Life Insurance Company on the life of Gokhan Oner executed by Grantor in favor of Lender ("Assignment").

D. The Note is further secured by the Guaranty of Payment ("Guaranty") of Guarantor dated September 28, 2001 and any and all other documents securing the Note executed by Borrower or Guarantor in favor of Lender (collectively, the "Loan Documents").

E. Borrower requests the reduction of the interest rate of the Loan from 7.90% to 6.50%; the change of the maturity date of the Loan from September 28, 2006 to August 28, 2008; and the change in the schedule of payment. Lender has agreed to the requests as aforesaid, subject to the following covenants, agreements, representations, and warranties.

BOX 333-CTI

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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. **Interest Rate, Maturity Date and Schedule of Payment.** Effective as of the date hereof: (a) the interest rate of the Loan is hereby reduced from 7.90% to 6.50%; (b) the Maturity Date and final payment of the Loan is hereby changed to August 28, 2008; and (c) Borrower will pay this Loan which has a current principal balance of \$205,027.87 as follows:

59 consecutive monthly principal and interest payments of \$1,520.08 each beginning September 28, 2003 and all subsequent payments are due on the same day of each month after that and 1 principal and interest payment of \$171,731.05 on August 28, 2008. The estimated final payment is based on the assumption that all payments will be made as scheduled, the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under the Note.

3. **Prepayment Premium:** Borrower may prepay the loan upon thirty (30) days prior written notice and upon payment to Lender of a prepayment premium equal to five percent (5%) of the loan balance if paid in the first (1st) loan year, four percent (4%) of the loan balance if paid in the second (2nd) loan year, three percent (3%) of the loan balance if paid in the third (3rd) loan year, two percent (2%) of the loan balance if paid in the fourth (4th) loan year, one percent (1%) of the loan balance if paid in the fifth (5th) loan year. For purposes of this Note, a loan year shall mean each 12-month period following August 28, 2003. If prior to Maturity Date, an Event of Default (as hereinafter defined) exists and Lender elects to declare all principal and interest hereunder immediately due and payable, the tender of payment of the amount of such entire indebtedness hereunder, made at any time prior to sale under foreclosure of the Mortgage or the realization of any other collateral which secures this Note, shall be deemed to constitute an evasion of the foregoing prepayment provisions, and such payment shall therefore, to the extent permitted by law, include liquidated damages in the amount of the prepayment premium set forth in this paragraph, it being acknowledged that Lender's actual damages in the event of such evasion are now and will then be impossible to ascertain. No prepayment shall extend or postpone the due date of any subsequent monthly installment of principal or interest arising hereunder. Borrower hereby expressly agrees to pay the above-described prepayment premium upon the voluntary or involuntary prepayment of this Note, and acknowledges that Lender's agreement to make the Loan evidenced by this Note on the terms contained herein constitute adequate consideration for the prepayment premium.

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

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

6. **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, Assignment, 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, Guaranty and other Loan Documents.

8. **Documents Unmodified.** Except as modified hereby, the Note, Mortgage, Assignment, 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, Assignment, Guaranty and other Loan Documents. They acknowledge no defenses, claims, or setoffs against the enforcement by Lender.

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 Two Thousand Eight Hundred Forty Nine and no/100 Dollar (\$2,849.00) 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 Grantor and 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.

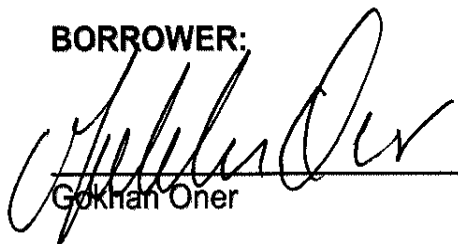
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TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH BORROWER AND EACH GUARANTOR (EACH AN "OBLIGOR") HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS MODIFICATION AGREEMENT SHALL BE TRIED AND DETERMINED ONLY IN THE STATE AND FEDERAL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

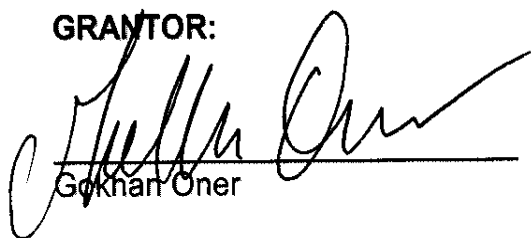


Gokhan Oner



Nasiha Oner

GRANTOR:



Gokhan Oner

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GUARANTOR:

CNE, Inc.

By: 

Gokhan Oner, President and Secretary

LENDER:

First Eagle National Bank

By: 

Kenneth H. Petropoulos
Vice President

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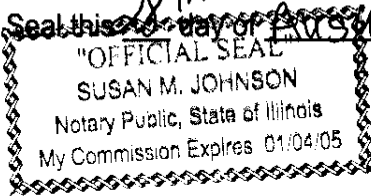
BORROWER'S AND GRANTOR'S ACKNOWLEDGMENT

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 Gokhan Oner and Nasiha Oner, 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 28th day of August, 2003.

Susan M. Johnson
Notary Public



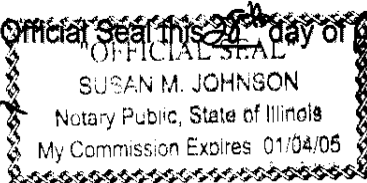
GUARANTOR'S ACKNOWLEDGMENT

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 Gokhan Oner, President and Secretary of CNE, 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 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 28th day of August, 2003.

Susan M. Johnson
Notary Public



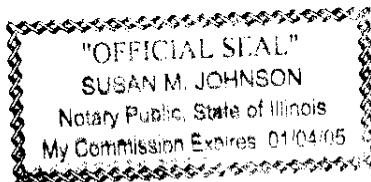
LENDER'S ACKNOWLEDGMENT

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 Kenneth H. Petropoulos, Vice President 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 her free and voluntary act and deed as well as that of the Bank he represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 28 day of August, 2003

Susan M. Johnson
Notary Public



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EXHIBIT "A"

LOT 14 IN BLOCK 8 IN CENTEX INDUSTRIAL PARK UNIT NUMBER 129, BEING A SUBDIVISION IN THE NORTH ½ OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property is commonly known as 1018 LUNT AVENUE, SCHAUMBURG. IL 60193.

The P.I.N. is 07-33-100-029

Property of Cook County Clerk's Office