## **UNOFFICIAL COPY**

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#### THIRD AMENDMENT TO LOAN DOCUMENTS

This 'Third Amendment to Loan Documents ("Third Amendment"), is made this 31st day of October, 1994, by Contours Consulting Design Group, Inc., an Illinois Corporation ("Maker"), ; AND FIRST EAGLE NATIONAL BANK, a natl. banking assoc. ("Lender").

- A. On March 11, 1992, Lender made a revolving loan (the "Loan") to Maker in the amount of One hundred thousand and 00/100 Dollars (\$ 00,000,00 ). The Loan was evidenced by the note ("Note") of Maker, dated March 11, 1992, in the principal amount of One hundred thousand and 00/100 Dollars (\$100,000.00).
- The Note was secured by a mortgage ("Mortgage"), dated \_ В. March 11, 1992, and recorded as Document No. 92-2222560 and rerecorded on June 20, 1994 as document #94540893 which was executed by Richard Hart and Virginia Klingberg n/k/a Virginia Rizzo Hart ("Grantor") in favor of Lender, and which created a second lien on the property ("Property") located at 210 Greenwood Road, Elgin, Illinois, which is legally described on Exhibit "A" attached hereto and made apart hereof.
- The Note was further secured by the Guaranty of Payment C. ("Guaranty"), of Richard Hart and Virginia R. Hart ("Guarantor"), dated March 11, 1992.
- Whereas, pursuant to that certain First Amendment to Loan Documents dated as of April 6, 1993 between Maker, Grantor and Lender, recorded in the office of the Recorder of Deeds of Cook County on April 28, 1993 as Document No. 93313289, the maturity date was extended to March 31, 1994.

DEPT-01 RECORDING

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COOK COUNTY RECORDER

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- E. Whereas, pursuant to that certain Second amendment to Loan Documents dated March 31, 1994 between Maker, Grantor and Lender, recorded in the office of the Recorder of Deeds of Cook County on June 20, 1994 as Document No. 94540894, the maturity date was extended to October 31, 1994, and the Note was decreased to \$77,100.00.
- F. Maker wishes to (i) extend the Maturity Date of the Note to September 30, 1995 and (ii) increase the note amount to \$100,000.00. Lender has agreed to extend the Maturity Date and increase the note amount 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. Loan Amount The note amount shall be increased to One hundred thousand and 00/100 (\$100,000.00).
- 3. Maturity Date. The Maturity Date of the Loan shall be extended to September 30, 1995.
- 4. Modification of Documents. The Note, Mortgage,
  Guaranty and other Loan Documents shall be deemed to be modified
  to reflect the modifications and amendments set forth in
  paragraphs 2 and 3.

- 5. Guarantors Not Released Guarantors acknowledge and consent to the foregoing amendments, and agree that the Guaranty will be amended to reflect the increase in the Note amount to \$100,000.00 and the extended Maturity Date of September 30, 1995.
- Restatement of Representations. The undersigned hereby restate and reaffirm each and every representation, warranty, covenant and agreement made by them in the Note, Mortgage, Guaranty and other Loan Documents.
- 7. **Defined Years.** All capitalized terms which are not defined herein shall have the definitions ascribed to them in the Note, Mortgage, Guaranty and other Loan documents.
- 8. <u>Documents Unmodified</u>. Except as modified hereby, the Note, Mortgage, Guaranty and other Loan Documents shall remain unmodified and in full force and effect.

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

#### MAKER:

By: Contours Consulting Design Group. Inc

By: LIQUID WAC IND Sepretary Incasurer

MORTGAGOR:

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	GUARANTORS:	,	
***************************************	By Michael Start		
	Richard S. Hart		
Part ACH	By: Cliquia C vart		
	Virginia R. Hart		
	LENDER:		
	FIRST EAGLE NATIONAL BANK	$\cap$	
	By: Vice President	+UK	
	AICG LIGHTWEIL		
	· C		
	This instrument prepared by	and	
	after recording should be re	ecarned to:	
	ROSE WAGEMAN	2000	
	FIRST EAGLE NATIONAL BANK	0,	
	1040 W. LAKE STREET Hanover Park, IL 60103	4	
	Hallovel Fair, ID 00103		
		Clark	
		'Q <sub>r</sub> ,	
STATE	OF ILLINOIS ) ) SS	4	
COUNTY	OF DUPAGE )	· · · · ·	
	t she undersioned a Noteru Dublic in and f	or said County in the State aforesaid, DO MEAFLY CERTIFY	that Richard
a. Nar	t President and Virginia S. Hart, Secretary/T	rees, of Contours Consulting Design Group, [AC ., wh : ! ! !!	1018
Corpor and vo	luntary act, for the uses and purposes therein		pa ma mee
	Given under my hand and Official Seal this of	6th day of	
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		CARET T GOODMAN	04000012
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STATE OF ILLINOIS	)
	) <b>\$</b> \$
COUNTY OF DUPAGE	)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Richard S. Hert and Virginia Klineberg n/k/a Virginia R. Hart, are 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

> "OTHER TALL SPAL" MARGARET I. GOODMAN Notary Public, State of filinois My Commission Expires 3/4 '97

Given under my hand and Official Seal this 26th day of

Bournon

STATE OF ILLINOIS

COUNTY OF DUPAGE

I, the undersigned, a Notary Public in and for said County in the Sate aforesaid, DD HEREBY CERTIFY that . Vice President of FIRST EAGLE MOTIONAL BANK, a national banking association, appeared before me this day in person and acknowledged that she signed, setted 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 day of

DOURYNDER , 10 94.

"OFFICIAL SEAL" MARGARUIT, COODMAN Notary Public, State of Ittinols My Commission Expert 5 375,197

Exhibit "A"

#### LEGAL DESCRIPTION

Lot 4 of Sherwood Oaks Unit Number 4, Part of the East 1/2 of Section 20, Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.

PIN #06-20-205-001