



Doc#: 0600333005 Fee: \$38.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 01/03/2006 07:24 AM Pg: 1 of 8

This Document was prepared
by and should be returned to:
N. Vargas
First Eagle National Bank
1040 E. Lake St.
Hanover Park, IL. 60133

25020799-002
FIRST AMENDMENT TO LOAN DOCUMENTS

This First Amendment to Note and Loan Documents ("First Amendment"), is made this 7th day of December 2005, by and among LAWRENCE D. MANN and LESLIE G. MANN (collectively referred to herein as "Borrower"); BERNARD MANN ("Grantor"); and First Eagle National Bank, a national banking association ("Lender").

A. On March 15, 2005 Lender made a construction loan (the "Loan") to Borrower in the amount of TWO MILLION TWELVE THOUSAND DOLLARS (\$2,012,000.00). The Loan is evidenced by the Promissory Note ("Note") of Borrower payable to Lender, dated March 15, 2005 in the principal amount of \$2,012,000.00.

B. The Note is secured by a Mortgage and Assignment of Rents dated March 15, 2005 which were executed by Borrower in favor of Lender and recorded as Document No. 0508442334 and 0508442335 respectively with the Recorder of Deeds of Cook County, Illinois and which created a first lien on the property ("Property") commonly known as 736 Becker Road, Glenview, 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 a Mortgage and Assignment of Rents dated March 15, 2005 which were executed by Borrower in favor of Lender and recorded as Document No. 0508442336 and 0508442337 respectively with the Recorder of Deeds of Cook County, Illinois and which created a second lien on the property ("Property") commonly known as 3522 N. Hamilton Avenue, Chicago, IL. and which is legally described on Exhibit "A" which is attached hereto and made a part hereof.

D. The Note is further secured by a Consumer Pledge Agreement ("Pledge") dated March 15, 2005 which were executed by Grantor in favor of Lender covering LaSalle Bank Asset and management Account No. 650079.15 and any and all other documents securing the Note executed by Borrower or Grantor in favor of Lender (collectively, the "Loan Documents").

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C. Borrower requests the increase of the amount of the Loan by \$54,106.00 to \$2,066,106.00. Lender has agreed to the request 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. **Amount of Loan**. The amount of the Loan is hereby increased by \$54,106.00 to \$2,066,106.00. Concurrent with the execution of this First Amendment, Borrower shall execute and deliver to Lender an Amended and Restated Promissory Note of even date herewith in the original principal amount of \$2,066,106.00 (the "Amended Note"). All references in the Loan Documents to the "Note" shall hereafter be deemed to be a reference to the "Amended Note".
3. **Modification of Documents**. The Mortgages, Assignments of Rents, Pledge, and other Loan Documents shall be deemed to be modified to reflect the amendment set forth above.
4. **Restatement of Representations**. Borrower and Grantor hereby restate and reaffirm each and every representation, warranty, covenant and agreement made by them in the Note, Mortgages, Assignments of Rents, Pledge and other Loan Documents.
5. **Defined Terms**. All capitalized terms which are not defined herein shall have the definitions ascribed to them in the Amended Note, Mortgages, Assignments of Rents, Pledge, and other Loan Documents.
6. **Documents Unmodified**. Except as modified hereby and by the Amended Note, the Mortgages, Assignments of Rents, Pledge, and other Loan Documents shall remain unmodified and in full force and effect. Borrower and Grantor each hereby ratify and confirm their respective obligations and liabilities under the Amended Note, Mortgages, Assignments of Rents, Pledge, 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 Amended Note, Mortgages, Assignments of Rents, Pledge, and other Loan Documents, as so amended.
7. **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 Dollar (\$1.00) plus all costs incurred by Lender in connection with or arising out of this amendment.

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



Lawrence D. Mann



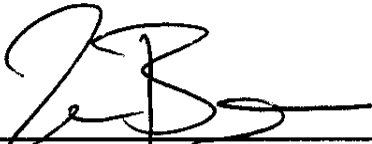
Leslie G. Mann

GRANTOR:

Bernard Mann

LENDER:

First Eagle National Bank



By: Zachary A. Braun, Commercial Banking Officer

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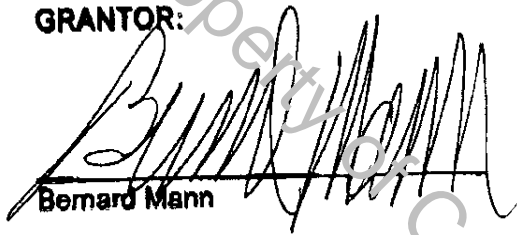
IN WITNESS WHEREOF, this First Amendment was executed by the undersigned as of the date and year first set forth above.

BORROWER:

Lawrence D. Mann

Leslie G. Mann

GRANTOR:



Bernard Mann

LENDER:

First Eagle National Bank



By: Zachary A. Braun, Commercial Banking Officer

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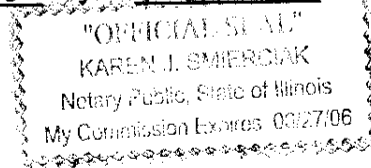
BORROWER'S ACKNOWLEDGMENT

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 Lawrence D. Mann and Leslie G. Mann 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 and deed, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 12th day of December, 2005.

Karen J. Smierciak
Notary Public



GRANTOR'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 Bernard Mann 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 ___ day of _____, 2005.

Notary Public

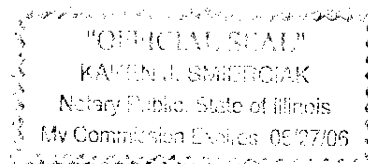
LENDER'S ACKNOWLEDGMENT

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 Zachary A. Braun, 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, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 12th day of December, 2005.

Karen J. Smierciak
Notary Public



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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 Lawrence D. Mann and Leslie G. Mann 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 and deed, for the uses and purposes therein set forth.

Given under my hand and Official Seal this ___ day of _____, 2005.

Notary Public

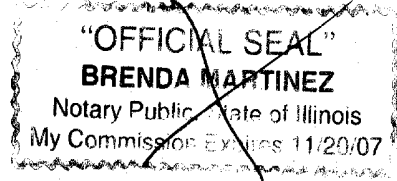
GRANTOR'S ACKNOWLEDGMENT

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 Bernard Mann 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 8 day of December, 2005.

Brenda Martinez
Notary Public



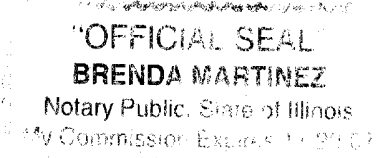
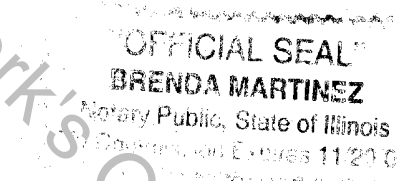
LENDER'S ACKNOWLEDGMENT

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 Zachary A. Braun, 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, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 8 day of December, 2005.

Brenda Martinez
Notary Public



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Exhibit "A"

PARCEL 1: LOT 1 IN JERRY'S SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 150 FEET OF THE EAST 132 FEET OF THE WEST 264 FEET OF THE NORTHEAST ¼ OF THE SOUTH ½ OF THE SOUTHWEST ¼ (EXCEPT THE SOUTH 33 FEET THEREOF DEDICATED FOR BECKER ROAD RECORDED FEBRUARY 20, 1953 BOOK 409 OF PLATS PAGE 141) OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 16, 2005 AS DOCUMENT 0507527171, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS BY GRANT RECORDED AS DOCUMENT 16064157, IN COOK COUNTY, ILLINOIS.

ADDRESS: 736 BECKER ROAD, GLENVIEW, IL.

REAL PROPERTY TAX IDENTIFICATION NO. 04-25-202-069

LOT 51 IN BLOCK 30 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 3522 N. HAMILTON AVNEUE, CHICAGO, IL.

REAL PROPERTY TAX IDENTIFICATION NO. 14-19-304-031