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



0604855085

Doc#: 0604855085 Fee: \$34.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 02/17/2006 12:50 PM Pg: 1 of 6

SECOND MENDMENT TO LOAN DOCUMENTS

This Second Amendment to Loan Documents ("Second Amendment") is dated as of the 18th day of December, 2005 by and between Metzler/Hull Development Co., an Illinois Corporation ("Borrower"); Jay M. Metzler (alternatively referred to herein as "Grantor" or "Guarantor"); and First Eagle National Bank, a national banking association ("Lender").

A. On February 10, 2004 Lender made a loan (the "Loan") to Borrower in the amount of Nine Hundred Thirty Five Thousand Dollars (\$935,000.00). The Loan is evidenced by the Promissory Note of Borrower dated February 10, 2004 in the principal amount of \$935,000.00 as amended by the First Amendment to Loan Documents dated December 18, 2004 ("Note").

B. The Note is secured by a Mortgage and Assignment of Rents (collectively referred to herein as "Mortgage 1") dated February 10, 2004 executed by Borrower in favor of Lender which created a first lien on the property known as 1856 N. Mohawk Street, Chicago, IL. 60614 which is legally described on Exhibit "A" attached hereto and made a part hereof and recorded with the Cook County Recorder as Doc. Nos. 0405035158 and 0405035159.

C. The Note is further secured by a Mortgage and Assignment of Rents (collectively referred to herein as "Mortgage 2") dated December 18, 2004 executed by Borrower in favor of Lender which created a lien on the property known as 541 N. Wisconsin, Chicago, IL. 60614 which is legally described on Exhibit "A" attached hereto and made a part hereof and recorded with the Cook County Recorder as Doc. Nos. 0503848180 and 0503848183

D. The Note is further secured by a Collateral Assignment of Life Insurance Policy dated May 9, 2000 ("Assignment") executed by Grantor in favor of Lender covering Valley Forge Life Insurance Company Policy No. VILM034586 in the amount of \$1,000,000.00 on the life of Jay M. Metzler.

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E. The Note is further secured by the Guaranty of Payment ("Guaranty") of Guarantor dated February 10, 2004 and any and all other documents securing the Note executed by Borrower, Grantor, or Guarantor in favor of Lender (collectively, the "Loan Documents").

F. The Maturity Date of the Note was extended to December 18, 2005 pursuant to the First Amendment to Loan Documents dated December 18, 2004.

G. Borrower requests the extension of the Maturity Date of the Note to December 18, 2006. 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 Note is hereby extended to December 18, 2006. Effective as of the date hereof, the interest rate on the Note which is the Wall Street Journal Prime plus 1.00% shall, at no time, be less than 8.00% per annum ("Floor Rate").
3. **Modification of Documents.** The Note, Mortgages, Assignment, Guaranty, and other Loan Documents shall be deemed to be modified to reflect the amendments set forth above.
4. **Guarantor Not Released.** Guarantor acknowledges and consents to the foregoing amendment.
5. **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, Mortgages, Assignment, Guaranty and other Loan Documents.
6. **Defined Terms.** All capitalized terms which are not defined herein shall have the definitions ascribed to them in the Note, Mortgages, Assignment, Guaranty and other Loan Documents.
7. **Documents Unmodified.** Except as modified hereby, the Note, Mortgages, 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.

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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) 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 the Borrower, 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.

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.

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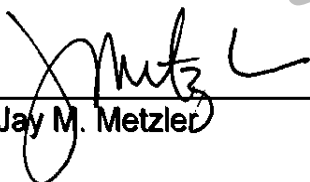
IN WITNESS WHEREOF, this Amendment was executed by the undersigned
this ____ day of _____, 2005.

BORROWER:

METZLER/HULL DEVELOPMENT CO.

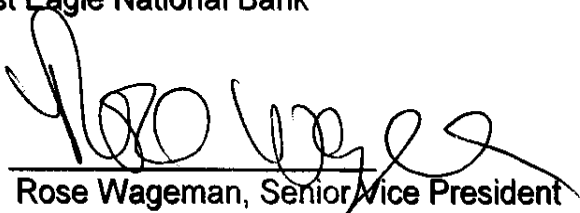
By: 
Jay M. Metzler, President and Secretary

GRANTOR / GUARANTOR:


Jay M. Metzler

LENDER:

First Eagle National Bank

By: 
Rose Wageman, Senior Vice President

Property of Cook County Clerk's Office


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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 Jay M. Metzler, President and Secretary of Metzler/Hull Development Co., 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 XVII day of DECEMBER, 2005.



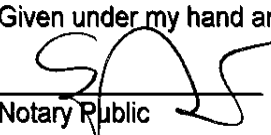
Notary Public

GRANTOR'S AND GUARANTOR'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 Jay M. Metzler, 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, for the uses and purposes therein set forth.

Given under my hand and Official Seal this XVII day of DECEMBER, 2005.



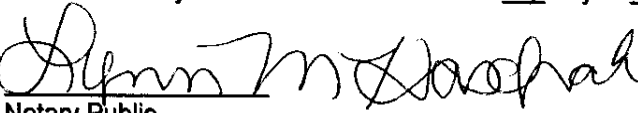
Notary Public

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 Rose Wageman, Senior Vice President 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 as well as that of the bank she represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 9 day of Jan, 2006



Notary Public



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EXHIBIT "A"

LOT 49 IN JAMES H. REES SUBDIVISION OF BLOCK 42 OF THE CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property is commonly known as 1856 N. MOHAWK ST., CHICAGO, IL. 60614

The P.I.N. is 14-33-308-020-0000

LOT 50 IN JAMES H. REES SUBDIVISION OF BLOCK 42 OF THE CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property is commonly known as 541 W. WISCONSIN, CHICAGO, IL. 60614

The P.I.N. is 14-33-308-019-0000

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