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



Doc#: 0608953192 Fee: \$34.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/30/2006 11:32 AM Pg: 1 of 6

## THIRD AMENDMENT TO LOAN DOCUMENTS

This Third Amendment to Loan Documents ("Third Amendment") is dated as of the 15<sup>th</sup> day of January, 2006 and made by and between Acropolis Real Estate Group, LLC, an Illinois limited liability company ("Borrower"); Rachit Dhingra and Aruna Dhingra (individually and collectively referred to herein as "Guarantor"); and First Eagle National Bank, a national banking association ("Lender").

A. On July 29, 2004 Lender made a construction loan (the "Loan") to Borrower in the amount of Eight Hundred Twenty Six Thousand Dollars (\$826,000.00). The Loan is evidenced by the Promissory Note of Borrower dated July 29, 2004 in the principal amount of \$826,000.00 as amended by the First Amendment to Loan Documents dated July 29, 2005 and Second Amendment to Loan Documents dated November 30, 2006 ("Note").

B. The Note is secured by a Mortgage and Assignment of Rents (collectively referred to herein as "Mortgage") dated July 29, 2004 executed by Borrower in favor of Lender which created a first lien on the property ("Property") known as 8610 Crest Court, Burr Ridge, IL. which is legally described on Exhibit "A" attached hereto and made a part hereof and recorded with the Cook County Recorder as Doc. Nos. 0426042123 and 0426042124.

C. The Note is further secured by an Assignment of Sales Contract ("Assignment") dated July 29, 2004 executed by Borrower in favor of Lender covering the Property.

D. The Note is further secured by the Guaranty of Payment ("Guaranty") of Guarantor dated July 29, 2004 and any and all other documents securing the Note executed by Borrower or Guarantor in favor of Lender (collectively, the "Loan Documents").

E. The First Amendment to Loan Documents dated July 29, 2005 extended the Maturity Date of the Note to November 30, 2005 and increased the Floor Rate of

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interest from 4.0% to 6.5% and the Second Amendment To Loan Documents dated November 30, 2005 extended the Maturity Date of the Note to January 15, 2006.

F. Borrower requests the further extension of the Maturity Date of the Note to July 15, 2006. 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. **Maturity Date and Floor Rate**. The Maturity Date of the Note is hereby extended to July 15, 2006 and, effective upon execution hereof, the floor rate of interest on the Note is hereby increased 6.50% to 7.50% per annum.
3. **Financial Statements**. Borrower and Guarantor shall submit to Lender annually, beginning (i) September 1, 2006 and on that day every year thereafter the Personal Financial Statements of Guarantor, and (ii) October 15, 2006 and on that day every year thereafter the Personal Federal Income Tax Returns of Guarantor and the Business Federal Income Tax Returns of Borrower.
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 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, Guaranty, Assignment, and other Loan Documents shall remain unmodified and in full force and effect. Borrower 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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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 One Thousand Five Hundred and 00/100 Dollars (\$1,500.00.00) 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 and each 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, THE 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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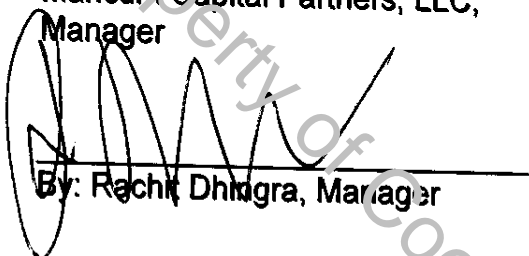
IN WITNESS WHEREOF, this Amendment was executed by the undersigned this 21 day of February, 2006.

**BORROWER:**

Acropolis Real Estate Group, LLC

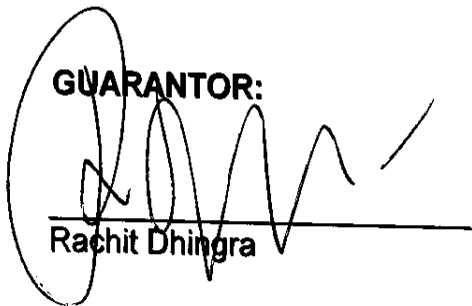
  
By: Rick Dishman, Manager

By: Mancum Capital Partners, LLC,  
Manager

  
By: Rachit Dhingra, Manager

  
By: Aruna Dhingra, Manager

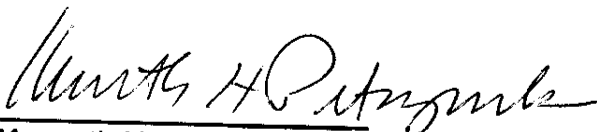
**GUARANTOR:**

  
Rachit Dhingra

  
Aruna Dhingra

**LENDER:**

First Eagle National Bank

By:   
Kenneth H. Petropoulos, Vice President

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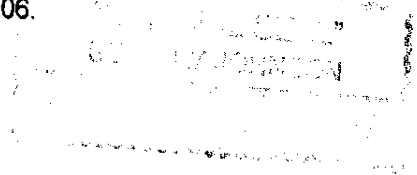
## BORROWER'S ACKNOWLEDGMENT

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 Rick Dishman, Co-Manager of Acropolis Real Estate Group, LLC and Rachit Dhingra and Aruna Dhingra, Managers of Mancum Capital Partners, LLC, Co-Manager of Acropolis Real Estate Group, LLC, an Illinois limited liability company, 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 as well as that of the limited liability companies they represent, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 11<sup>th</sup> day of February, 2006.

Susan M. Johnson  
Notary Public



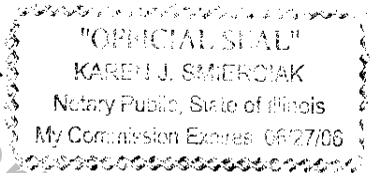
## GUARANTORS' ACKNOWLEDGMENT

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 Rachit Dhingra and Aruna Dhingra, personally known to me to be the same person/s whose name/s is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 21<sup>st</sup> day of February, 2006.

Karen J. Smirciak  
Notary Public



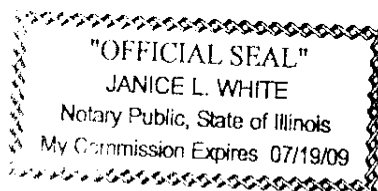
## LENDER'S ACKNOWLEDGMENT

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 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/she signed, sealed and delivered said instrument as his/her free and voluntary act and deed as well as that of the bank he/she represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 21<sup>st</sup> day of February, 2006.

Janice L. White  
Notary Public



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EXHIBIT "A"

LOT 55 IN HIGHLAND FIELDS, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property is commonly known as: 8610 Crest Court, Burr Ridge, IL. 60527

The P.I.N. is 18-31-307-030.

Property of Cook County Clerk's Office