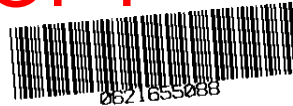


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This Document was prepared  
by and should be returned to:  
First Eagle National Bank  
1040 W. Lake St.  
Hanover Park, IL. 60103

Doc#: 0621655088 Fee: \$32.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/04/2006 10:56 AM Pg: 1 of 5

## SECOND AMENDMENT TO LOAN DOCUMENTS

This Second Amendment to Loan Documents ("Second Amendment") is dated as of the 30<sup>th</sup> day of June, 2006 and made by and between Garrick L. Nielsen and Maureen A. O'Neill Nielsen ("Borrower") and First Eagle National Bank, a national banking association ("Lender").

A. On March 26, 2004 Lender made a revolving line of credit loan (the "Loan") to Borrower in the amount of Four Hundred Fifty Thousand Dollars (\$450,000.00). The Loan is evidenced by the Promissory Note of Borrower dated March 26, 2004 in the principal amount of \$450,000.00 as amended by the First Amendment to Loan Documents dated March 26, 2005 ("Note").

B. The Note is secured by a Mortgage and Assignment of Rents (collectively referred to herein as "Mortgage") dated March 26, 2004 executed by Borrower in favor of Lender and recorded as Document Nos. 0410741077 and 0410741078 with the Recorder of Deeds of Cook County, Illinois and which created a second lien on the following properties ("Property") known as 1633 W. Pierce, Chicago, IL. 60622; 4727 N. Artesian, Chicago, IL. 60625; 4843 N. Oakley, Chicago, IL. 60603; and 330 S. Michigan, Unit 1613, Chicago, IL. 60604 which are legally described on Exhibit "A" attached hereto and made a part hereof and any and all other documents securing the Note executed by Borrower in favor of Lender (collectively, the "Loan Documents").

C. The maturity date of the Note was extended to June 30, 2006 pursuant to the First Amendment to Loan Documents dated March 26, 2005.

D. Borrower requests the extension of the Maturity Date of the Note to June 30, 2007. 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:

Officer Initials JH  
Loan # 43303

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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 June 30, 2007. 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 9.00% per annum ("Floor Rate").
3. **Financial Statements.** Borrower shall submit to Lender annually beginning May 15, 2007 and on that day every year their Federal Income Tax Returns and Personal Financial Statements.
4. **Modification of Documents.** The Note, Mortgage, and other Loan Documents shall be deemed to be modified to reflect the amendment set forth above.
5. **Restatement of Representations.** Borrower hereby restates and reaffirms each and every representation, warranty, covenant and agreement made by them in the Note, Mortgage, 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, Mortgage, and other Loan Documents.
7. **Documents Unmodified.** Except as modified hereby, the Note, Mortgage, and other Loan Documents shall remain unmodified and in full force and effect. Borrower ratifies and confirms their obligations and liabilities under the Note, Mortgage, and other Loan Documents. They acknowledge no defenses, claims, or setoffs against the enforcement by Lender.
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 00/100 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 each Borrower 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.

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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 ("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 Second Amendment was executed by the undersigned this 7 day of July, 2006.


**BORROWER:**

  
Garrick L. Nielsen

  
Maureen A. O'Neill Nielsen

**LENDER:**

First Eagle National Bank

By:   
Joseph Kunzon, Vice President

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## BORROWER'S ACKNOWLEDGMENT



STATE OF ILLINOIS) SS.  
COUNTY OF Frank

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Garrick L. Nielsen and Maureen A. O'Neill Nielsen, 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 7<sup>th</sup> day of July, 2006.

[Signature]  
Notary Public

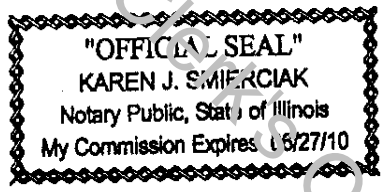
## LENDER'S ACKNOWLEDGMENT

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 Joseph Kunzon, 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 his 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 14<sup>th</sup> day of July, 2006

[Signature]  
Notary Public



Property of Cook County Clerk's Office

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**EXHIBIT "A"**

LOT 18 IN BLOCK 4 IN MC REYNOLD'S SUBDIVISION OF PART OF THE E ½ OF THE NE ¼ OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property is commonly known as 1633 W. Pierce, Chicago, IL

The P.I.N. is 17-06-206-015-0000

LOT 33 IN BLOCK 1 IN THE NORTHWEST LAND ASSOCIATION OF THAT PART OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property is commonly known as 4727 N. Artesian, Chicago, IL 60625

The P.I.N. is 13-13-207-009-0000

LOT 7 IN SAM BROWN, JR'S SUBDIVISION OF LOT 3 IN THE SUBDIVISION OF THE SOUTHEAST ¼ OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property is commonly known as 4243 N. Oakley, Chicago IL 60609

The P.I.N. in 14-07-320-006-0000

PARCEL 1: UNIT NO. 1613 IN THE 330 SOUTH MICHIGAN AVENUE CONDOMINIUMS, AS DELINEATED ON AND DEFINED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: ALL OF LOTS 2, 2A, 2A\*, 2G AND LOT 3, IN 330 SOUTH MICHIGAN SUBDIVISION, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART OF LOT 2 AFORESAID HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +264.71 FEET, CHICAGO CITY DATUM, AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +276.70 FEET, CHICAGO CITY DATUM, AND EXCEPTING THAT PART OF LOT 2A\* AFORESAID HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +264.71 FEET, CHICAGO CITY DATUM, AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +310.00 FEET, CHICAGO CITY DATUM, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 7, 2000 AS DOCUMENT NUMBER 00021051 IN COOK COUNTY, ILLINOIS. NOTE: LOTS MARKED THUS "\*" ARE NOT BOUND BY PHYSICAL STRUCTURES AND ARE DEFINED BY THE HORIZONTAL DIMENSIONS SHOWN AND BY THE ELEVATION LIMITS POSTED ON SAID PLAT OF SUBDIVISION, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED JANUARY 7, 2000 AS DOCUMENT NO. 00021064 AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2: EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS FOR PASSAGE OF PASSENGER VEHICLES AND PEDESTRIANS TO THE GARAGE AS GRANTED BY THE GRANT OF EASEMENT FROM 332 SOUTH MICHIGAN AVENUE OFFICE L.L.C., A DELAWARE LIMITED LIABILITY COMPANY RECORDED JANUARY 7, 2000 AS DOCUMENT NUMBER 00021056 IN, OVER, ACROSS AND THROUGH THE EASEMENT PREMISES DESCRIBED IN SAID GRANT OF EASEMENT.

PARCEL 3: THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE NUMBER P2-07, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM AFORESAID.

PARCEL 4: THE EXCLUSIVE RIGHT TO THE USE OF IMAGINATION ROOM NUMBER N/A, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM AFORESAID.

The Real Property is commonly known as 330 S. Michigan #1613, Chicago IL

The P.I.N. is 17-15-199-999-1026