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



Doc#: 0633147132 Fee: \$36.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/27/2006 02:03 PM Pg: 1 of 7

FOURTH AMENDMENT TO LOAN DOCUMENTS

This Fourth Amendment to Loan Documents ("Fourth Amendment") is dated as of the 27th day of September, 2006 by and between Kirschner Optometric Associates, P.C. an Illinois Corporation ("Borrower"); Paul S. Kirschner and Kenneth M. Kirschner (individually and collectively referred to herein as "Guarantor"); Kirschner Realty, L.L.C., an Illinois limited liability company ("Grantor") and First Eagle National Bank, a national banking association ("Lender").

A. On September 27, 2002 Lender made a revolving line of credit loan (the "Loan") to Borrower in the amount of Thirty Thousand Dollars (\$30,000.00). The Loan is evidenced by the Promissory Note of Borrower dated September 27, 2002 in the principal amount of \$30,000.00 and as amended by the (i) First Amendment To Loan Documents dated September 27, 2003, (ii) Second Amendment To Loan Documents dated September 27, 2004, and (iii) Third Amendment To Loan Documents dated September 27, 2005 ("Note").

B. The Note is secured by a Mortgage and Assignment of Rents (collectively referred to herein as "Mortgage") dated September 27, 2002 and recorded as Document Nos. 0021221934 and 0021221935 with the Recorder of Deeds of Cook County, Illinois which was executed by Grantor in favor of Lender and which created a fourth lien on the property ("Property") located at 2156 W. 183rd Street, Homewood, IL. 60430, which is legally described on Exhibit "A", attached hereto and made a part hereof.

C. The Note is further secured by Commercial Security Agreements dated September 27, 2002 which were executed by Borrower and Grantor in favor of Lender covering blanket liens on all business assets of Borrower and Grantor ("Security Agreements").

Initial Review *JB*

Final Review _____

Ln # 34452

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D. The Note is further secured by the Guaranty of Payment ("Guaranty") of Guarantor dated September 27, 2002 and any and all other documents securing the Note executed by Borrower, Grantor or Guarantor in favor of Lender (collectively, the "Loan Documents").

E. The Maturity Date of the Note was extended to: (i) September 27, 2004 pursuant to the First Amendment To Loan Documents dated September 27, 2003, (ii) September 27, 2005 pursuant to the Second Amendment To Loan Documents dated September 27, 2004, and (iii) September 27, 2006 pursuant to the Third Amendment To Loan Documents dated September 27, 2005.

F. Borrower wishes to further extend the Maturity Date of the Note to September 27, 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:

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 September 27, 2007 and effective as of the date hereof, the interest rate on the Note which is the Wall Street Journal Prime plus ½% shall at no time be less than 8.25% ("Floor Rate").
3. **Financial Statements.** Borrower and Guarantor shall submit to Lender annually beginning August 1, 2007 and on that day every year thereafter the Business Financial Statements and Business Federal Income Tax Returns of Borrower and the Personal Financial Statements and Personal Federal Income Tax Returns of Guarantor.
4. **Modification of Documents.** The Note, Mortgage, Security Agreements, 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, Grantor and Guarantor hereby restate and reaffirm each and every representation, warranty, covenant and agreement made by them in the Note, Mortgage, Security Agreements, Guaranty and other Loan Documents.

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7. **Defined Terms.** All capitalized terms, which are not defined herein, shall have the definitions ascribed to them in the Note, Mortgage, Security Agreements, Guaranty and other Loan Documents.

8. **Documents Unmodified.** Except as modified hereby, the Note, Mortgage, Security Agreements, 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, Security Agreements, and other Loan Documents. They acknowledge no defenses, claims, or setoffs against the enforcement by Lender.

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 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 of the Borrower, Grantor 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, 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

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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 Amendment was executed by the undersigned as of the 19 day of Oct 2006.

BORROWER:

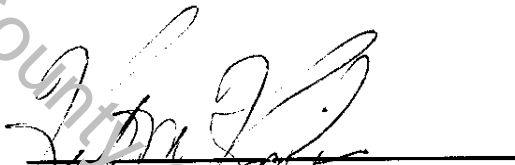
Kirschner Optometric Associates, P.C.


By: Paul S. Kirschner, President


By: Kenneth M. Kirschner, Secretary

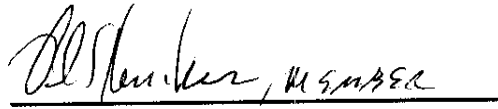
GUARANTOR:


Paul S. Kirschner


Kenneth M. Kirschner

GRANTOR:


Kirschner Realty, L.L.C.


By: Paul S. Kirschner, Member


By: Kenneth M. Kirschner, Member

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 Paul S. Kirschner and Kenneth M. Kirschner, President and Secretary of Kirschner Optometric Associates, P.C. an Illinois corporation, 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 and delivered said instrument as their free and voluntary act and deed as well as that of the corporation they represent, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 19 day Oct., 2006.

Brenda Martinez
Notary Public



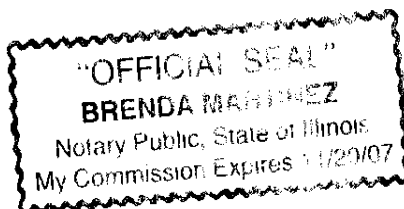
GRANTOR'S ACKNOWLEDGMENT

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 Paul S. Kirschner and Kenneth M. Kirschner, Members of Kirschner Realty, L.L.C. 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 and delivered said instrument as their free and voluntary act and deed as well as that of the company they represent, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 19 day Oct., 2006.

Brenda Martinez
Notary Public



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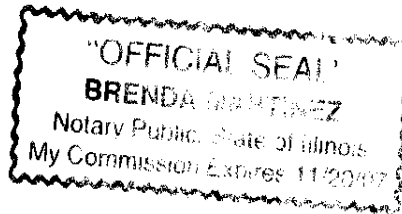
GUARANTORS' ACKNOWLEDGMENT

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 Paul S. Kirschner and Kenneth M. Kirschner, 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 and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 19 day Oct, 2006.

Brenda Martinez
Notary Public



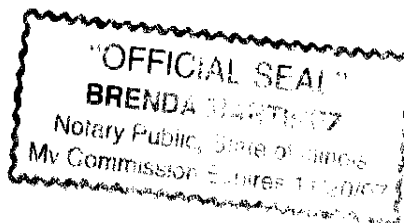
LENDER'S ACKNOWLEDGMENT

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 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 19 day Oct, 2006.

Brenda Martinez
Notary Public



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EXHIBIT "A"

A PART OF LOTS 16 AND 17 IN BLOCK 6 IN THORNTON STATION, A SUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS AND ALSO THAT PART EAST OF THE RAILROAD OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 31, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 17; THENCE WEST ON THE SOUTH LINE OF LOT 17, 61.60 FEET TO THE WEST LINE OF THE PREMISES DEDICATED BY DOCUMENT NUMBER 8868569 FOR A PLACE OF BEGINNING; THENCE NORTHEASTERLY ALONG THE WEST LINE OF SAID DEDICATED PREMISES 125 FEET; THENCE WESTERLY ALONG A STRAIGHT LINE PARALLEL TO THE SOUTH LINE OF LOT 17, TO THE EASTERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD; THENCE SOUTHWESTERLY ALONG THE EASTERLY RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD, TO THE SOUTH LINE OF LOT 17 EXTENDED WEST; THENCE EASTERLY ALONG THE SOUTH LINE OF LOT 17 EXTENDED WEST, A DISTANCE OF 243 FEET AND 3/8 INCHES, MORE OR LESS, TO THE PLACE OF BEGINNING, ALL IN SAID SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM THE ABOVE DESCRIBED TRACT OF LAND THE SOUTHERLY 9-25 FEET THEREOF TAKEN BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS FOR AND IN BEHALF OF THE PEOPLE OF THE STATE OF ILLINOIS IN CONDEMNATION PROCEEDINGS IN CASE NUMBER 84L51726 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, AND ALSO EXCEPTING FROM THE ABOVE DESCRIBED TRACT OF LAND THE FOLLOWING DESCRIBED PART THEREOF DESCRIBED BELOW TAKEN BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS FOR AND IN BEHALF OF THE PEOPLE OF THE STATE OF ILLINOIS IN CONDEMNATION PROCEEDINGS CASE NUMBER 84L51726 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: THAT PART OF LOT 17 IN BLOCK 6 IN THORNTON STATION, A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 17; THENCE WEST ON THE SOUTH LINE OF LOT 17, 61.60 FEET TO THE WEST LINE OF THE PREMISES DEDICATED BY DOCUMENT 8868569 FOR A POINT OF BEGINNING, THENCE NORTHEASTERLY ALONG THE WEST LINE OF SAID DEDICATED PREMISES 10.00 FEET; THENCE SOUTHWESTERLY 16.60 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 17, DISTANCE 10 FEET WESTERLY OF THE POINT OF BEGINNING; THENCE EASTERLY 10 FEET ALONG THE SOUTH LINE OF SAID LOT 17, TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

ADDRESS: 2156 W. 183RD STREET, HOMEWOOD, IL. 60430

P.I.N.: 29-31-312-017 AND 29-31-312-019