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



Doc#: 0807133003 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/11/2008 08:33 AM Pg: 1 of 7

SECOND AMENDMENT TO LOAN DOCUMENTS

This Second Amendment to Loan Documents ("Second Amendment") is dated as of the 19th day of January, 2008 and made by and between Agee Family Holding Group, LLC, an Illinois limited liability company, ("Borrower"); Jodi S. Agee and At The Tracks, Ltd., an Illinois corporation (collectively referred to herein as "Guarantor"); and First Eagle Bank f/ka First Eagle National Bank ("Lender").

A. On January 19, 2005 Lender made a loan (the "Loan") to Lakeside Bank, not personally but as Trustee under Trust Agreement dated January 14, 2005 ("Trustee") in the amount of \$775,000.00. The Loan was assumed by Borrower pursuant to the Assumption and Modification Agreement dated June 7, 2006 and the amount of the Loan was increased to \$857,919.20 as evidenced by the Promissory Note of Borrower dated June 7, 2006 in the principal amount of \$857,919.20 ("Note").

B. The Note is secured by a Mortgage and Assignment of Rents (collectively referred to herein as "Mortgage") dated January 19, 2005, and recorded as Document Nos. 0502633171 and 0502633172 with the Recorder of Deeds of Cook County, Illinois which was executed by Trustee in favor of Lender and which created a first lien on the property ("Property") known as 325 N. Jefferson Street, Chicago, IL and which is legally described on Exhibit "A" attached hereto and made a part hereof. Pursuant to the Assumption and Modification Agreement dated June 7, 2006 Borrower has assumed, among others, the liabilities and obligations of Trustee under the Mortgage.

C. The Note is further secured by the Commercial Guaranty ("Guaranty") of Guarantor dated January 19, 2005 and any and all other documents executed pursuant to or in connection with the Loan by Borrower or Guarantor, as amended, modified, assumed or replaced from time to time (hereinafter collectively referred to as the "Loan Documents").

Officer Review

Initial Review EB Date 8/21/08

Final Review EB Date 8/21/08

Loan No. 49871

Box 400-CTCC

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D. Borrower requests the extension of the Maturity Date of the Loan to January 19, 2011. 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, Interest Rate and Schedule of Payment**. Effective as of the date hereof, the Maturity Date of the Loan is hereby extended to January 19, 2011 and the interest rate is hereby reduced from 6.90% to 6.75% per annum. Borrower will pay the Loan that has a current principal balance of \$838,072.99 in 35 consecutive monthly payments of principal and interest in the amount of \$5,842.21 and 1 final payment at Maturity estimated at \$801,741.38. The final payment will be for all principal and all accrued interest not yet paid.

3. **Financial Statements**. Borrower and Guarantor shall submit to Lender annually beginning May 30, 2008 and on that day every year thereafter the Business Financial Statements and Business Federal Income Tax Returns of Borrower and of At the Track, Ltd. and the Personal Financial Statement and Personal Federal Income Tax Return of Jodi S. Agee.

4. **Modification of Documents**. The Note, Mortgage, 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, 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, Guaranty and other Loan Documents.

8. **Documents Unmodified**. Except as modified hereby, the Note, Mortgage, Guaranty 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, 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 Two Thousand Ninety Five and 00/100 Dollar (\$2,095.00) plus all costs incurred by Lender in connection with or arising out of this amendment.

Anything contained in the Mortgage to the contrary notwithstanding, the Mortgage also secures all loans, advances, debts, liabilities, obligations, covenants and duties owing to the Lender by the Borrower and/or any Related Party (as hereinafter defined), whether now existing, or hereafter created or arising, including, without limitation: (i) the Note, (ii) the Indebtedness, and (iii) any and all other loans, advances, overdrafts, indebtedness, liabilities and obligations now or hereafter owed by Borrower or any Related Party to Lender, of every kind and nature, howsoever created, arising or evidenced, and nowsoever owned, held or acquired, whether now due or to become due, whether direct or indirect, or absolute or contingent, whether several, joint or joint and several, whether liquidated or unliquidated, whether legal or equitable, whether disputed or undisputed, whether secured or unsecured, or whether arising under the Mortgage or any other document or instrument. For purposes of this paragraph, "Related Party" shall mean (i) Grantor, (ii) each beneficiary of Grantor, if Grantor is a land trust, (iii) the maker of the Note, if other than Grantor, and if more than one maker, each co-borrower of the Note other than Grantor, and (iii) each guarantor of the Note.

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, BORROWER AND 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

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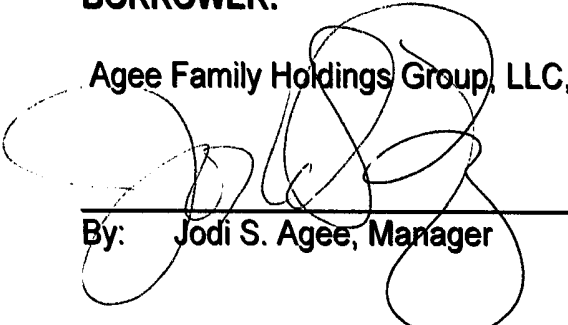
ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH.

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 Amendment was executed by the undersigned as of the date and year first set forth above.

BORROWER:

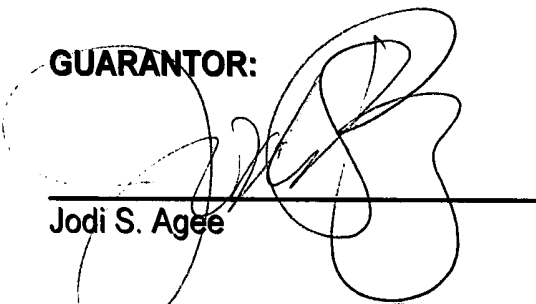
Agee Family Holdings Group, LLC, an Illinois limited liability company



By: Jodi S. Agee, Manager

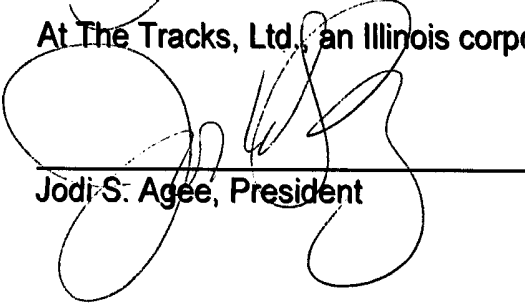
GUARANTOR:

Jodi S. Agee



At The Tracks, Ltd., an Illinois corporation

Jodi S. Agee, President

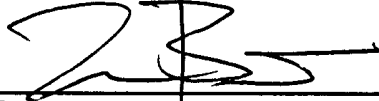


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LENDER:

First Eagle Bank



By: Zachary A. Braun, Asst. Vice President

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EXHIBIT "A"

PARCEL 1: THAT PART SOUTHWESTERLY OF MILWAUKEE AVENUE EXTENDED, OF SUB-LOTS 1 AND 2 OF LOT 3 IN BLOCK 12 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE NORTH 26.00 FEET OF SUB-LOT 1 OF LOT 6, LYING SOUTHWEST OF MILWAUKEE AVENUE EXTENDED IN BLOCK 12 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 325 N. JEFFERSON ST., CHICAGO, IL 60606

P.I.N.: 17-09-304-001-0000; 17-09-304-002; and 17-09-304-003-0000

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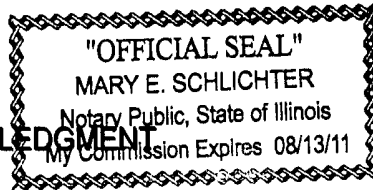
BORROWER'S ACKNOWLEDGMENT

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 Jodi S. Agee, Manager of Agee Family Hodling Group, LLC, an Illinois limited liability company, 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 she signed, sealed and delivered said instrument as her free and voluntary act and deed as well as that of the company she represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 21st day of FEBRUARY, 2008.

Mary E. Schlichter
Notary Public



GUARANTOR'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 Jodi S. Agee, individually and as President of At The Tracks, Ltd., 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 she signed, sealed and delivered said instrument as her free and voluntary act and deed as well as that of the company she represents for the uses and purposes therein set forth.

Given under my hand and Official Seal this 21st day of FEBRUARY, 2008.

Mary E. Schlichter
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, Asst. Vice President of FIRST EAGLE BANK, 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 21st day of FEBRUARY, 2008.

Mary E. Schlichter
Notary Public

