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1998-12-08 11:04:23  
Cook County Recorder 33.00



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*After Recording Please Mail To:*  
**Stephen L. Madden**  
**First Eagle National Bank**  
**1040 West Lake Street**  
**Hanover Park, Illinois 60103**

**FIRST AMENDMENT TO LOAN DOCUMENTS**

This First Amendment to Loan Documents ("First Amendment"), is made this 1st day of November, 1998, by BANK OF WAUKEGAN AS SUCCESSOR TRUSTEE TO NORTHERN STATE TRUST COMPANY AS SUCCESSOR TRUSTEE TO ANTIOCH TRUST CO. UNDER TRUST 10-326, NOT PERSONALLY, BUT SOLELY AS TRUSTEE (the "Maker") AND MATTHEW J. BECHTELER AND CHRISTINE L. BECHTELER (collectively the "Co-Makers"); and FIRST EAGLE NATIONAL BANK, a national banking association (the "Lender").

A. On October 31, 1997 Lender made a revolving loan (the "Loan") to Maker and Co-Makers in the amount of *ONE HUNDRED FIFTY SEVEN THOUSAND FOUR HUNDRED NINETY THREE AND 00/100* dollars (\$157,493.00). The Loan was evidenced by the Note dated October 31, 1997 (the "Note") of Maker and Co-Makers, dated October 31, 1997, in the principal amount of *ONE HUNDRED FIFTY SEVEN THOUSAND FOUR HUNDRED NINETY THREE AND 00/100* dollars (\$157,493.00).

B. The Note was secured by a mortgage (the "Mortgage"), dated October 31, 1997, and recorded as Document No. 97882447 in the office of the Cook County Recorder of Deeds, on November 25, 1997, which was executed by BANK OF WAUKEGAN AS SUCCESSOR TRUSTEE TO NORTHERN STATE TRUST COMPANY AS SUCCESSOR TRUSTEE TO ANTIOCH TRUST CO. UNDER TRUST 10-326, NOT PERSONALLY BUT SOLELY AS TRUSTEE in favor of Lender and which created a second lien on the property (the "Property") located at 219 East Blackhawk Drive, Roselle, Illinois which is legally described on Exhibit "A" attached hereto and made a part hereof;

C. The Note was further secured by the Collateral Assignment of Beneficial Interest (the "Collateral Assignment"), executed by Matthew J. Bechteler and Christine L. Bechteler, as Grantors, dated July 24, 1997.

D. Maker and Co-Makers wish to (i) extend the Maturity Date of the Note to November 1, 2000 and (ii) change the interest rate to be applied to the unpaid balance of the Note from two percentage points (2.00%) over the *Wall Street Journal's* "Prime Rate" to one percentage point (1.00%) over the *Wall Street Journal's* "Prime Rate."

**BOX 169**

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**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.** The Maturity Date of the Loan shall be extended to November 1, 2000.
3. **Interest Rate.** The interest rate to be applied to the unpaid balance of the Note shall be changed to one percentage point (1.00%) over the *Wall Street Journal's* "Prime Rate" (the "Index"), if more than one rate is published the highest rate will be used. If, at any time during the Loan the Index becomes unavailable the Lender reserves the right to designate a substitute index after notice to Maker and Co-Makers.
4. **Modification of Documents.** The Note, the Mortgage, the Collateral Assignment of Beneficial Interest, and the other Loan Documents shall be deemed to be modified to reflect the amendments set forth in paragraphs 2 and 3 above.
5. **Restatement of Representations.** The undersigned hereby restate and reaffirm each and every representation, warranty, covenant and agreement made by them in the Note, the Mortgage, the Collateral Assignment of Beneficial Interest and the other Loan Documents.
6. **Defined Terms.** All capitalized terms which are not defined herein shall have the definitions ascribed to them in the Note, the Mortgage, the Collateral Assignment of Beneficial Interest and the other Loan Documents.
7. **Documents Unmodified.** Except as modified hereby the Note, the Mortgage, the Collateral Assignment of Beneficial Interest and the other Loan Documents shall remain unmodified and in full force and effect. Maker and Co-Makers ratify and confirm their obligations and liabilities under the note 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, Maker and Co-Maker have agreed and shall pay Lender upon execution hereof, a fee in the amount of one and no/100 Dollar (\$1.00).

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IN WITNESS WHEREOF, this First Amendment was executed by the undersigned as of the date and year first set forth above.

MAKER:

BANK OF WAUKEGAN AS SUCCESSOR TRUSTEE TO NORTHERN STATE TRUST COMPANY AS SUCCESSOR TRUSTEE TO ANTIOCH TRUST CO. UNDER TRUST 10-326 AND NOT PERSONALLY, BUT SOLELY AS TRUSTEE

By: Barbara Richter

Its: Trust Officer

RIDER ATTACHED HERETO IS EXPRESSLY MADE A PART HEREOF AS EXHIBIT "B"

CO-MAKERS:

Matthew J. Bechteler  
Matthew J. Bechteler

Christine L. Bechteler  
Christine L. Bechteler

MORTGAGOR:

BANK OF WAUKEGAN AS SUCCESSOR TRUSTEE TO NORTHERN STATE TRUST COMPANY AS SUCCESSOR TRUSTEE TO ANTIOCH TRUST CO. UNDER TRUST 10-326, NOT PERSONALLY, BUT SOLELY AS TRUSTEE

By: Barbara Richter

Its: Trust Officer

BENEFICIARIES:

Matthew J. Bechteler  
Matthew J. Bechteler

Christine L. Bechteler  
Christine L. Bechteler

RIDER ATTACHED HERETO IS EXPRESSLY MADE A PART HEREOF AS EXHIBIT "B"

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**LENDER:**

**FIRST EAGLE NATIONAL BANK, a national banking association**

By:   
\_\_\_\_\_

Stephen L. Madden

Its: Vice President

Property of Cook County Clerk's Office

Prepared by Stephen L. Madden  
First Eagle National Bank  
1040 W. Lake Street  
Hanover Park, Illinois 60103

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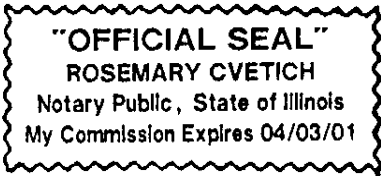
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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF Lake )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that BARBARA Richter, TRUST OFFICER of BANK OF WAUKEGAN, an ILLINOIS BANKING 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, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 24th day of November, 1998.

Rosemary Cvetich  
Notary Public

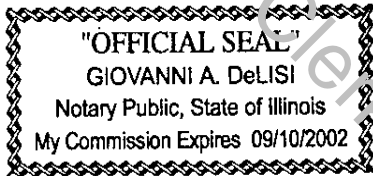


STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DuPage )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Matthew J. Bechteler and Christine L. Bechteler, 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, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 24th day of November, 1998.

Giovanni A. DeLisi  
Notary Public

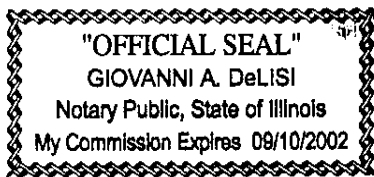


STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DUPAGE )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Stephen L. Madden, 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, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 24th day of November, 1998.

Giovanni A. DeLisi  
Notary Public



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## EXHIBIT "A"

LOT 37 IN BRANIGAR'S MEDINAH SUNSET HILLS, UNIT NO. 2, A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MARCH 18, 1958 AS DOCUMENT NUMBER 1786615.

The Real Property is commonly known as 219 East Blackhawk Drive, Roselle, Illinois 60172.

The P.I.N. is 07-34-209-013, Volume 187

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EXHIBIT "B"

## TRUSTEE'S EXONERATION RIDER

This *FIRST AMENDMENT TO LOAN DOCUMENTS* RIDER is executed by BANK OF WAUKEGAN, not personally or individually, but as Trustee under Trust Agreement dated *4-5-84* and known as Trust No. *10-326* in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements including environmental conditions, duties, or obligations concerning the property herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements including any environmental conditions, duties, or obligations concerning the premises of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements including environmental conditions, duties, or obligations concerning the premises whether under any federal, state, or local statute, rule, regulation, or ordinance or for the purpose of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforced against the BANK OF WAUKEGAN under said Trust Agreement on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by the parties herein and all persons claiming by through or under said parties. The beneficiaries of this trust have management and control of the use of the property and as such, have the authority on their own behalf to execute any document as environmental representative but not as agent for or on behalf of the Trustee. The Trustee makes no personal representations as to nor shall it be responsible for the existence, location or maintenance of the chattels herein described, if any, or of any environmental condition, duties, or obligations concerning the property whether under any federal, state or local statute, rule, regulation, or ordinance.

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