



0816145042

This Document was prepared
by and should be returned to:

First Eagle Bank
440 E. Lake St.
Hanover Park, IL. 60133

Doc#: 0816145042 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/09/2008 09:25 AM Pg: 1 of 7



FIRST AMENDMENT TO LOAN DOCUMENTS

This First Amendment to Loan Documents ("First Amendment") is dated as of the 15th day of May, 2008 and made by and between Matthew J. Bechteler, Christine L. Bechteler, and Chicago Title Land Trust Company, successor trustee to Bank of Waukegan, successor trustee to Northern State Trust Company, successor Trustee to Antioch Trust Co. under Trust Agreement dated April 5, 1984 and known as Trust No. 10-326 (collectively referred to herein as "Borrower"); Chicago Title Land Trust Company, successor trustee to Bank of Waukegan, successor trustee to Northern State Trust Company, successor Trustee to Antioch Trust Co. under Trust Agreement dated April 5, 1984 and known as Trust No. 10-326 ("Grantor 1"); Matthew J. Bechteler and Christine L. Bechteler ("Grantor 2") and First Eagle Bank f/k/a First Eagle National Bank ("Lender").

A. On April 22, 2005 Lender made a home equity line of credit loan (the "Loan") to Borrower in the amount of One Hundred Eighty Four Thousand Dollars (\$184,000.00). The Loan is evidenced by the 3-Year Eagle Equity agreement executed by Borrower in favor of Lender dated April 22, 2005, in the principal amount of \$184,000.00 ("Agreement").

B. The Loan is secured by a mortgage ("Mortgage") dated April 22, 2005 executed by Grantor 1 in favor of Lender and recorded with the Recorder of Deeds of Cook County as Document No. 0512426163 and which created a first lien on the property ("Property") known as 219 E. Blackhawk, Schaumburg, IL 60193 which is legally described on Exhibit "A" attached hereto and made a part hereof.

C. The Loan is further secured by the Collateral Assignment of Beneficial Interest ("Assignment") dated July 24, 1997 executed by Grantor 2 in favor of Lender covering Bank of Waukegan Trust No. 10-326 dated April 5, 1984 and any and all other documents executed pursuant to or in connection with the Loan by Borrower or Grantors, as amended, modified, assumed or replaced from time to time (hereinafter collectively referred to as the "Loan Documents").

Officer Review

Initial Review 3 Date 5/21/08

SP7
SNO
m.y.g.

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Final Review AW Date 5/27

Loan No. 5720769

D. Borrower requests the extension of the Maturity Date of the Loan to May 15, 2013. 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**. The Maturity Date of the Loan is hereby extended to May 15, 2013.
3. **Floor Rate of Interest**. Effective as of the date hereof, the Agreement, Mortgage and other Loan Documents are hereby amended to provide the following:

"In no event will the corresponding ANNUAL PERCENTAGE RATE be less than 5.000% per annum."
4. **Modification of Documents**. The Agreement, Mortgage, Assignment, and other Loan Documents shall be deemed to be modified to reflect the amendment set forth above.
5. **Restatement of Representations**. Borrower and Grantors hereby restate and reaffirm each and every representation, warranty, covenant and agreement made by him/her/them in the Agreement, Mortgage, Assignment, and other Loan Documents.
6. **Defined Terms**. All capitalized terms which are not defined herein shall have the definitions ascribed to them in the Agreement, Mortgage, Assignment, and other Loan Documents.
7. **Documents Unmodified**. Except as modified hereby, the Agreement, Mortgage, Assignment, and other Loan Documents shall remain unmodified and in full force and effect. Borrower and Grantors ratify and confirm their obligations and liabilities under the Agreement, Mortgage, Assignment, 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).

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Anything contained in the Mortgage and Assignment to the contrary notwithstanding, the Mortgage and Assignment 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 howsoever 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, Assignment, 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 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.

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 GRANTOR (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

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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:



Matthew J. Bechteler



Christine L. Bechteler

Chicago Title Land Trust Company, successor trustee to Bank of Waukegan, successor trustee to Northern State Trust Company, successor Trustee to Antioch Trust Co. under Trust Agreement dated April 5, 1984 and known as Trust No. 10-326

Attestation not required pursuant to corporate by-laws.

By: _____
Its: Trust Officer

GRANTOR 1:

Chicago Title Land Trust Company, successor trustee to Bank of Waukegan, successor trustee to Northern State Trust Company, successor Trustee to Antioch Trust Co. under Trust Agreement dated April 5, 1984 and known as Trust No. 10-326



By: SHEILA DAVENPORT
Its: Trust Officer



It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention 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 enforceable against the undersigned land trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant 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.

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GRANTOR 2:



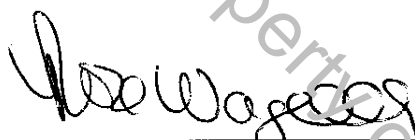
Matthew J. Bechteler



Christine L. Bechteler

LENDER:

First Eagle Bank



By: Rose Wageman, Senior Vice President

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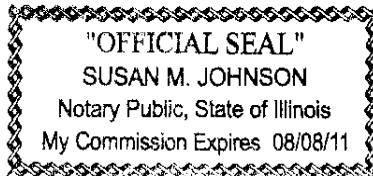
BORROWERS' AND GRANTORS' ACKNOWLEDGMENT

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 and deed, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 23 day of May, 2008.

Susan M. Johnson
Notary Public

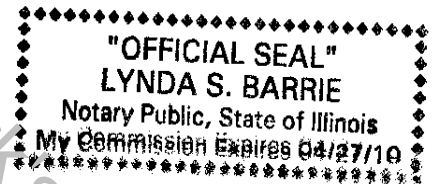


STATE OF ILLINOIS) SS.
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that SHEILA DAVENPORT personally known to me to be the Trust Officer of Chicago Title Land Trust Company, successor trustee to Bank of Waukegan, successor trustee to Northern State Trust Company, successor trustee to Antioch Trust Co. under Trust Agreement dated April 5, 1984 and known as Trust No. 10-326 that executed the foregoing instrument and acknowledged it to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by statute, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the foregoing instrument and in fact executed it on behalf of the trust.

Given under my hand and Official Seal this 28th day of May, 2008.

Lynda S. Barrie
Notary Public



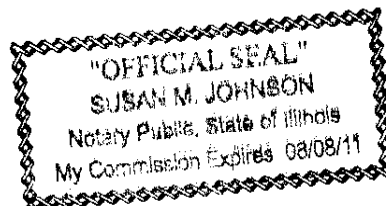
LENDER'S ACKNOWLEDGMENT

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 Rose Wageman, Senior Vice President of FIRST EAGLE BANK, 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 Bank she represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 27 day of May, 2008.

Susan M. Johnson
Notary Public



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Exhibit "A"

LOT 37 IN BRANIGAR'S MEDINAH SUNSET HILLS-UNIT NO. 2, A SUBDIVISION IN THE NORTHEAST ¼ 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 NO. 1786615.

ADDRESS: 219 E. BLACKHAWK, SCHAUMBURG, IL 60193

PIN: 07-34-209-013-0000

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