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This document prepared by and
after recording return to:



Dennis R. Ainger
First Bank / Illinois
300 East Northwest Highway
Palatine, Illinois 60067

Doc#: 0832333000 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/18/2008 08:25 AM Pg: 1 of 8

FOURTH AMENDMENT OF LOAN DOCUMENTS AND EXTENSION AGREEMENT

THIS FOURTH AMENDMENT OF LOAN DOCUMENTS AND EXTENSION AGREEMENT (this "Agreement") is made effective as of the 3rd day of September, 2008, by and among **STEVEN B. BUZIL** ("Borrower") and **FIRST BANK AND TRUST COMPANY OF ILLINOIS**, an Illinois state commercial bank, its successors and assigns ("Lender").

RECITALS:

A. Lender has heretofore made a loan ("Loan") to Borrower in the principal amount of One Hundred Seventy-five Thousand and 00/100 Dollars (\$175,000.00) as evidenced by that certain Promissory Note dated as of September 30, 2001, in the principal amount of the Loan made payable by Borrower to the order of Lender ("Note").

B. The Loan is secured in part by:

(i) That certain Mortgage dated as of September 30, 2001 ("Mortgage"), from Borrower, to Lender, and recorded as document number 0011058675 in the office of the Recorder of Deeds of Cook County on November 9, 2001, which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("Property");

(ii) Hypothecation Agreement ("Hypothecation") dated as of September 30, 2001, by Wendy Buzil the legal spouse of Borrower.

(iii) Those certain other documents or instruments evidencing or securing the Loan (the Note, the Mortgage, Hypothecation and the other documents evidencing, securing and guaranteeing the Loan, are hereinafter referred to as the "Original Loan Documents")

C. Borrower and Lender modified the Original Loan Documents pursuant to that certain Loan Modification Agreement, Amendment to Note, Mortgage and Other Loan Documents and Acknowledgment of Guarantors dated as of December 30, 2002 (the "First Amendment"), and pursuant to that certain Second Amendment of Loan Documents and

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Extension Agreement dated as of October 3, 2007 ("Second Amendment"), by which the Maturity Date of the Loan was extended until March 3, 2008 (The Original Loan Documents, as modified by the First Amendment and Second Amendment, or as otherwise amended from time to time) are hereinafter referred to as the "Loan Documents").

D. The parties desire to amend the Loan Documents to extend the Maturity Date of the Loan from September 3, 2008, to June 30, 2009.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Lender to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Maturity Date.** The Maturity Date of the Note is extended to December 31, 2008. Any reference in the Note or any of the Loan Documents to the Maturity Date shall mean June 30, 2009. Borrower hereby acknowledges that as of August 28, 2008, the current principal balance of the Loan is \$103,870.00, plus late fees in the amount of \$8,457.66, but not including any accrued interest. Notwithstanding the foregoing, provided Borrower pays Lender \$4,000.00 for late fees by November 7, 2008, Lender shall waive any remaining late fees owing as of October 31, 2008.

2. **Interest Rate.** The "Interest rate" (as defined in the Loan Documents) shall mean that rate of interest equal to (a) Lender's "Prime Rate" in effect from time to time, which means a base rate of interest established by Lender from time to time that serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto (any change in the rate of interest hereunder due to a change in the Prime Rate shall become effective on the date each change in the Prime Rate is announced by Lender), plus (b) 3.00%. Notwithstanding the foregoing, under no circumstances shall the Interest Rate be less than 8.00%.

3. **Representations and Warranties of Borrower.** Borrower hereby represents, covenants and warrants to Lender as follows:

(a) The representations and warranties in the Loan Documents are true and correct as of the date hereof.

(b) There is currently no Event of Default (as defined in the Loan Documents) under the Note or the Loan Documents and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Note or the Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the respective legal, valid and binding obligations of Borrower, and enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

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(d) There has been no material adverse change in the financial condition of Borrower, or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

(e) As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

(f) The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of any corporate entity. This Agreement has been duly executed and delivered on behalf of such entities.

4. **Title Policy.** As a condition precedent to the agreements contained herein, Borrower shall, at its sole cost and expense, cause Chicago Title Insurance Company to issue an endorsement to Lender's Title Insurance Policy No. 1401008188848 (the "Title Policy"), as of the date this Agreement is recorded, reflecting the recording of this Agreement and insuring the priority of the lien of the Mortgage, subject only to those certain exceptions set forth in the Title Policy and other encumbrances expressly agreed to by Lender.

5. **Expenses.** As a condition precedent to the agreements contained herein, Borrower shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses (including internal document preparation costs and fees of \$1,500.00), and an extension fee in the amount of \$1,038.70, which fees are due and payable as of the date hereof.

6. **Collateral Inspection.** Borrower acknowledges that from time to time, Lender may, in its sole and absolute discretion, require any collateral securing the Loan to be inspected, appraised, or evaluated, either by independent contractors, or in-house employees of Lender, and that all costs or expenses of Lender for such inspections shall be paid by Borrower upon demand by Lender. In the event that Lender uses in-house employees or recourse for such inspections, appraisals or evaluations, Borrower acknowledges that the fee owed to Lender shall be \$1,500.00. Borrower shall promptly pay to Lender any amounts owed hereby and further authorizes Lender, at Lender's sole and absolute discretion, to increase the principal amount of the Loan to reimburse Lender for any amounts owing under Paragraphs 5 or 6 hereof.

7. **Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(b) This Agreement shall not be construed more strictly against Lender than against Borrower merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to

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this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

(c) Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower nor shall privity of contract be presumed to have been established with any third party.

(d) Borrower and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(e) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) Any references to the "Note", the "Mortgage", or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Note, the Mortgage, and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(g) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

(h) Time is of the essence of each of Borrower's obligations under this Agreement.

8. **Customer Identification - USA Patriot Act Notice; OFAC and Bank Secrecy Act.** Lender hereby notifies Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the "Act"), and Lender's policies and practices, Lender is required to obtain, verify and record certain information and documentation that identifies Borrower, which information includes the name and address of Borrower and such other information that will allow Lender to identify Borrower in accordance with the Act. In addition, Borrower shall (a) ensure that no person who owns a controlling

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interest in or otherwise controls Borrower or any subsidiary of Borrower is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, (b) not use or permit the use of the proceeds of the Loan to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, and (c) comply, and cause any of its subsidiaries to comply, with all applicable Bank Secrecy Act ("BSA") laws and regulations, as amended.

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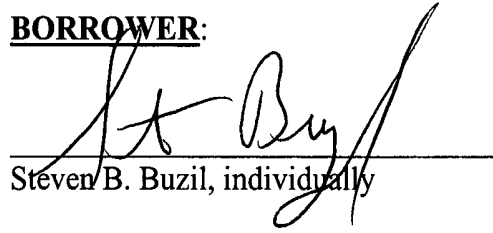
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement dated as of the day and year first above written.

LENDER:

FIRST BANK AND TRUST COMPANY OF ILLINOIS, an Illinois state banking corporation

BORROWER:


Steven B. Buzil, individually

By: 
Name: Richard T. Miller
Title: President

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STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I Dennis R. Ainger, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that C. Richard Schuler, of **First Bank and Trust Company of Illinois**, is 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 and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7th day of March, 2008.



Dennis R. Ainger
Notary Public

My Commission Expires: _____

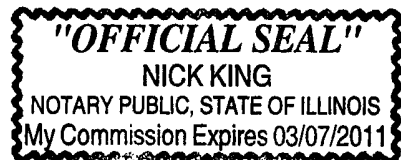
STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I NICK KING, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Steven B. Brazil** is 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 and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31 day of OCTOBER, 2008.

Nick King
Notary Public

My Commission Expires: 03/07/2011



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EXHIBIT A

THE PROPERTY

LOT 1 IN BLOCK 5 IN WALTER S. BALTIS MAYFAIR PARK UNIT 1, A SUBDIVISION IN THE WEST ½ OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 1529 117 001

Address, 10907 Kingston St,
Westchester, IL

Cook County Clerk's Office