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

Doc#: 0926010010 Fee: \$48.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/17/2009 09:13 AM Pg: 1 of 6

FIRST AMENDMENT TO LOAN DOCUMENTS

This First Amendment to Note and Loan Documents ("First Amendment") is dated as of the 26th day of August, 2009 and made by and between Tabernacle Baptist Church a/k/a Tabernacle Baptist Church of Hanover Park f/k/a First Baptist Church and Christian Academy of Glendale Heights, an Illinois not-for-profit corporation ("Borrower") and First Eagle Bank f/k/a First Eagle Bank ("Lender").

A. On May 15, 2009 Lender made a non-revolving credit line loan (the "Loan") to Borrower in the amount of Seventh Thousand and 00/100 Dollars (\$70,000.00). The Loan is evidenced by the Promissory Note of Borrower payable to Lender dated May 15, 2009 in the principal amount of \$70,000.00 ("Note").

B. The Note is secured by a Mortgage and Assignment of Rents dated May 15, 2009 (collectively referred to herein as "Mortgage 1") which were executed by Borrower in favor of Lender and recorded as Document Nos. 0914831032 and 0914831033 respectively with the Recorder of Deeds of Cook County, Illinois and which created a first lien on the property ("Property") commonly known as 7020 Barrington Road, Hanover Park, IL 60133 and which is legally described on Exhibit "A" which is attached hereto and made a part hereof and any and all other documents executed pursuant to or in connection with the Loan by Borrower, as amended, modified, assumed or replaced from time to time (hereinafter collectively referred to as the "Loan Documents").

C. Borrower requests the (i) extension of the Maturity Date of the Loan to August 15, 2010, and (ii) increase of the amount of the Loan by \$20,000.00 to \$90,000.00. Lender has agreed to the requests as aforesaid, subject to the following covenants, agreements, representations and warranties.

Officer Review

Initial Review llv Date 8/27

Final Review llv Date 8/27

Loan No. 79618

Syes
P/B
S -
m/ges
llv

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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. **Amount of Loan and Maturity Date:** The amount of the Loan is hereby increased by Twenty Thousand and 00/100 Dollars (\$20,000.00) from Seventy Thousand and 00/100 Dollars (\$70,000.00) to Ninety Thousand and 00/100 Dollars (\$90,000.00) and its Maturity Date is hereby extended to August 15, 2010. Concurrent with the execution of this Amendment, Borrower shall execute and deliver to Lender an Amended and Restated Promissory Note of even date herewith in the original principal amount of \$90,000.00 (the "Amended Note"). All references in the Loan Documents to the "Note" shall hereafter be deemed to be a reference to the "Amended Note".
3. **Additional Collateral.** Concurrent with the execution hereof, Borrower shall execute and deliver to Lender a Mortgage and Assignment of Rents ("Mortgage 2") in favor of Lender, in such form as Lender shall require, creating a valid first mortgage on property known as 1605 Evergreen Avenue, Hanover Park, IL 60133 as additional collateral securing the Note as if it had been originally conveyed as security for the payment of the Note hereinabove described at the time of its execution and delivery and is subject to all, each and every terms and conditions of said Note, as amended. All references in the Note and other the Loan Documents to security or collateral shall hereafter be deemed to include Mortgage 2.
4. **Modification of Documents.** Mortgage 1 and other Loan Documents shall be deemed to be modified to reflect the amendments set forth above.
5. **Restatement of Representations.** Borrower hereby restates and reaffirms each and every representation, warranty, covenant and agreement made by it in Mortgage 1 and other Loan Documents.
6. **Defined Terms.** All capitalized terms which are not defined herein shall have the definitions ascribed to them in the Amended Note, Mortgages, and other Loan Documents.
7. **Documents Unmodified.** Except as modified hereby and by the Amended Note, Mortgage 1 and other Loan Documents shall remain unmodified and in full force and effect. Borrower hereby ratifies and confirms its obligations and liabilities under Mortgage 1 and other Loan Documents. It hereby acknowledges that it has no defenses, claims, or setoffs against the enforcement by Lender of its obligations and liabilities under the Amended Note, Mortgage 1, and other Loan Documents, as so amended.

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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 Two Hundred Fifty and 00/100 Dollars (\$250.00) plus all costs incurred by Lender in connection with or arising out of this amendment.

Any forbearance by Lender in exercising any right or remedy under the Note or any of the other loan documents or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of that or any other right or remedy. The acceptance by Lender of any payment after the due date of such payment, or in an amount which is less than the required payment, shall not be a waiver of Lender's right to require prompt payment when due of all other payments or to exercise any right or remedy with respect to any failure to make prompt payment. Enforcement by Lender of any of its rights or remedies under any of the loan documents with respect to Borrower's obligations under the Note shall not constitute an election by Lender of remedies so as to preclude the exercise of any other right or remedy available to Lender.

This Amendment shall extend to and be binding upon each of 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 hereto.

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 ("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, 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

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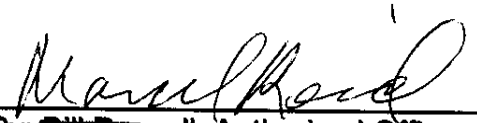
THIS MODIFICATION AGREEMENT, OR THE TRANSACTION RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OBLIGOR AND LENDER HEREBY AGREE THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND 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:

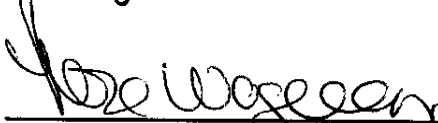
Tabernacle Baptist Church a/k/a Tabernacle Baptist Church of Hanover Park f/k/a First Baptist Church and Christian Academy of Glendale Heights, an Illinois not-for-profit corporation


By: Matthew S. Black, President


By: Bill Russell, Authorized Officer
Marcel Rekl *rw*

LENDER:

First Eagle Bank


By: Rose Wagemann, Sr. Vice President

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UNOFFICIAL COPY**BORROWER'S ACKNOWLEDGMENT**

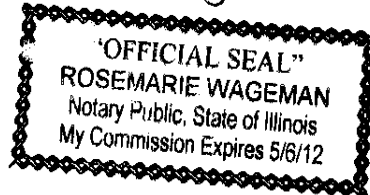
STATE OF ILLINOIS) SS.

COUNTY OF McHenryMarcel Reid

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Matthew S. Black and ~~Bill Russell~~, President and Authorized Officer, respectively, of Tabernacle Baptist Church a/k/a Tabernacle Baptist Church of Hanover Park f/k/a First Baptist Church and Christian Academy of Glendale Heights, an Illinois not-for-profit 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, sealed 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 20th day of August, 2009.

Rose Wageman
Notary Public

**LENDER'S ACKNOWLEDGMENT**

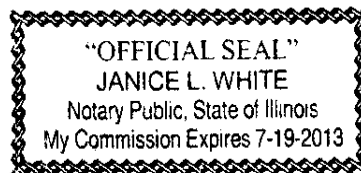
STATE OF ILLINOIS) SS.

COUNTY OF DuPage

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Rose Wageman, Sr. 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 August, 2009.

Janice L. White
Notary Public



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Exhibit "A"

LOT 5 IN BLOCK 2 IN HANOVER PARK FIRST ADDITION, A SUBDIVISION OF THE NORTH 100 ACRES OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JANUARY 19, 1960 AS DOCUMENT 17760493 AND JUNE 13, 1968 AS DOCUMENT 17879682, IN COOK COUNTY, ILLINOIS.

ADDRESS: 7020 BARRINGTON ROAD, HANOVER PARK, IL 60133

REAL PROPERTY TAX IDENTIFICATION NO. 06-36-213-005

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