

# UNOFFICIAL COPY

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



Doc#: 1100422046 Fee: \$52.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/04/2011 10:24 AM Pg: 1 of 8

## THIRD AMENDMENT TO LOAN DOCUMENTS

This Third Amendment to Loan Documents ("Third Amendment") is dated as of the 2<sup>nd</sup> day of December, 2010, and made by and among Tom Koulouris a/k/a Thomas Koulouris and Jim Koulouris (individually and collectively referred to herein as "Borrower"); North Star Trust Company, not personally but as successor Trustee to Harris Trust and Savings Bank under Trust Agreement dated July 6, 2001 and known as Trust No. HTH 2035 ("Grantor 1"); Jim Koulouris ("Grantor 2"); and First Eagle Bank, f/k/a First Eagle National Bank ("Lender").

A. On November 8, 2006 Lender made a loan (the "Loan") to Borrower in the amount of Six Hundred Twenty Two Thousand Five Hundred Dollars (\$622,500.00). The Loan is evidenced by the Promissory Note of Borrower dated November 8, 2006 in the principal amount of \$622,500.00 as amended by the (i) First Amendment to Loan Documents dated November 8, 2009 and (ii) Second Amendment to Loan Documents dated February 8, 2010 ("Note").

B. The Note is secured by a Mortgage and Assignment of Rents (collectively referred to herein as "Halsted Mortgage") each dated November 8, 2006 and recorded as Document Nos. 0632147026 and 0632147027 respectively with the Recorder of Deeds of Cook County, Illinois which was executed by Borrower in favor of Lender and which created a first lien on the property ("Property 1") known as 3407, 3409 and 3411 S. Halsted St., Chicago, IL. which is legally described on Exhibit "A" attached hereto and made a part hereof.

Prepared By: NPV

Officer Review \_\_\_\_\_  
Initial Review MW Date \_\_\_\_\_  
Final Review MW Date \_\_\_\_\_

Loan No. 67679

S Yes  
P 8  
S NO  
M Yes  
SC Yes  
E NO  
INT MW

8ps

# UNOFFICIAL COPY

C. The Note is further secured by a Mortgage and Assignment of Rents (collectively referred to herein as "Lyons Mortgage") each dated February 8, 2010 and recorded as Document Nos. 1011029063 and 1011029064 respectively with the Recorder of Deeds of Cook County, Illinois which was executed by Grantor 1 in favor of Lender and which created a second lien on the property ("Lyons Property") known as 3840 S. Harlem Avenue, Lyons, IL which is legally described on Exhibit "A" attached hereto and made a part hereof.

D. The Note is further secured by an Assignment of Deposit Account dated February 8, 2010 executed by Grantor 2 in favor of Lender covering Certificates of Deposit Nos. 158410 and 238945 with Lender ("Assignment") and any and all other documents executed pursuant to or in connection with the Loan by Borrower or Grantor, as amended, modified, assumed or replaced from time to time (hereinafter collectively referred to as the "Loan Documents").

E. The First Amendment to Loan Documents dated November 8, 2009, among others, extended the Maturity Date of the Loan to February 10, 2010 and provided for a schedule of payment. The Second Amendment to Loan Documents dated February 8, 2010, among others, further extended the Maturity Date of the Loan to February 8, 2013, provided for a schedule of payment, and added the property known as 3840 S. Harlem Avenue, Lyons, IL and Certificates of Deposit Nos. 158410 and 238945 as additional collaterals to the Loan.

F. Borrower and Lender have agreed that the Loan shall further be additionally secured by property known as 301 South Boulevard, Oak Park, IL 60302.

**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. **Additional Collateral.** Concurrent with the execution hereof, Borrower shall cause the execution and delivery to Lender of a Mortgage and Assignment of Rents in favor of Lender, in such form as Lender shall require, creating valid second mortgage on property known as 301 South Boulevard, Oak Park, IL 60302 ("Oak Park Property") as additional collateral securing the Note as 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 Loan Documents to security or collateral shall hereafter be deemed to include the Oak Park Property.

3. **Release of Lyons Mortgage.** Lender will not release its lien on the Lyons Property unless Lender receives a principal reduction on the Loan in the amount of not less than \$50,000.00 by February 8, 2011.

# UNOFFICIAL COPY

4. **Modification of Documents.** The Note, Mortgages, Assignment, and other Loan Documents shall be deemed to be modified to reflect the amendments set forth herein.

4. **Restatement of Representations.** Borrower hereby restates and reaffirms each and every representation, warranty, covenant and agreement made by them in the Note, Mortgages, Assignment, and other Loan Documents.

5. **Defined Terms.** All capitalized terms which are not defined herein shall have the definitions ascribed to them in the Note, Mortgages, Assignment, and other Loan Documents.

6. **Documents Unmodified.** Except as modified hereby, the Note, Mortgages, Assignment, and other Loan Documents shall remain unmodified and in full force and effect. Borrower ratifies and confirms their obligations and liabilities under the Note, Mortgages, Assignment, and other Loan Documents. They acknowledge no defenses, claims, or setoffs against the enforcement by Lender.

7. **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 Dollars (\$1.00) plus all costs incurred by Lender in connection with or arising out of this amendment.

8. **Other Modifications.** **Grant of Security Interest.** To secure all obligations of Borrower, Borrower and Grantor hereby pledges and grants to Lender a lien upon and security interest in (and may, without demand or notice of any kind, when any amount shall be due and payable by the undersigned hereunder, appropriate and apply toward the payment of such amount, in such order of application as Lender may elect) any and all balances, credits, deposits, accounts or monies of or in the name of Borrower now or hereinafter in the possession of Lender and any and all property of every kind or description of or in the name of Borrower or Grantor now or hereafter, for any reason or purpose whatsoever, in the possession or control of or in transit to, Lender or any agent or bailee for Lender. Lender shall have the rights and remedies of a secured party under the Uniform Commercial Code of the State of Illinois in respect to such property, including, without limitation, the right to sell or otherwise dispose of any or all of such property

This Third Amendment shall extend to and be binding upon each Borrower and each Grantor and their heirs, legatees, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

This Third 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.

# UNOFFICIAL COPY

This Third 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 Third 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 THIRD AMENDMENT 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 THIRD AMENDMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF OBLIGORS AND LENDER WITH RESPECT TO THIS THIRD AMENDMENT, 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 THIRD AMENDMENT 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 Third Amendment was executed by the undersigned as of the date and year first set forth above.

**BORROWER:**

  
Tom Koulouris a/k/a Thomas Koulouris

  
Jim Koulouris

# UNOFFICIAL COPY

**GRANTOR 1:**

North Star Trust Company, not personally but as successor Trustee to Harris Trust and Savings Bank under Trust Agreement dated July 6, 2001 and known as Trust No. HTH 2035.

By: Gregory S. Respryk  
Its: Trust Officer

Juanita Chandler  
Trust Officer

**GRANTOR 2:**

Jim Koulouris

This Document is signed by NORTHSTAR TRUST COMPANY not individually but solely as Trustee under certain Trust Agreement known as Trust No. HTH 2035. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any trust property which may be held thereunder, and said trustee shall not be personally liable for the performance of any of these terms and conditions of this Document or for the validity or execution of the title of said property or for any Document with respect thereto. Any and all personal liability of NORTH STAR TRUST COMPANY is hereby expressly waived by the parties hereto and their respective successors and assigns.

**LENDER:**

First Eagle Bank

Rose Wageman  
By: Rose Wageman, Executive Vice President

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

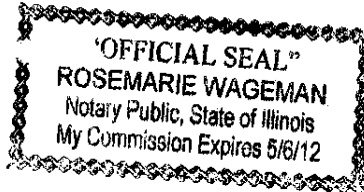
## BORROWER'S ACKNOWLEDGMENT

STATE OF ILLINOIS ) SS.  
COUNTY OF )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Tom Koulouris a/k/a Thomas Koulouris and Jim Koulouris, 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 6th day of December, 2010.

Rosemarie Wageman  
Notary Public



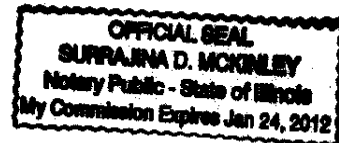
## GRANTOR 1'S ACKNOWLEDGMENT

STATE OF ILLINOIS) SS.  
COUNTY OF )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that ~~\*\*\*~~ Trust Officer of North Star Trust Company and known to me to be the authorized officer or agent of the trust that executed the forgoing 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 authority of statute, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute this instrument and in fact executed it on behalf of the trust.

Given under my hand and Official Seal this 6th day of December, 2010.

Suprajna D. McKinley  
Notary Public



~~\*\*\*~~ Gregory S. Kasprzyk VP Trust Officer  
~~\*\*\*~~ Juanita Chandler Trust Officer

# UNOFFICIAL COPY

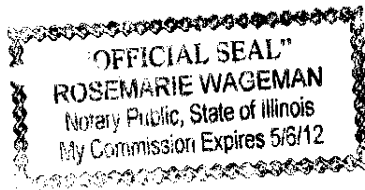
## GRANTOR 2'S ACKNOWLEDGMENT

STATE OF ILLINOIS ) SS.  
COUNTY OF )

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

Given under my hand and Official Seal this 2nd day of December, 2010.

  
Notary Public



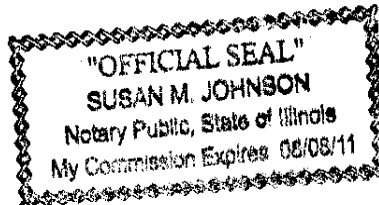
## LENDER'S ACKNOWLEDGMENT

STATE OF ILLINOIS ) SS.  
COUNTY OF )

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

Given under my hand and Official Seal this 2nd day of December, 2010.

  
Notary Public



# UNOFFICIAL COPY

## EXHIBIT "A"

LOTS 19, 20, AND 21 IN BLOCK 2 IN GALLAGHER'S SUBDIVISION OF THE SOUTH 1/2 OF BLOCK 9 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

The Real Property is commonly known as 3407, 3409, AND 3411 SOUTH HALSTED STREET, CHICAGO, IL 60608

P.I.N. 17-33-118-003; 17-33-118-004; 17-33-118-005

LOTS 1 THROUGH 4, BOTH INCLUSIVE, IN BLOCK 2 IN HARLEM AVENUE RESUBDIVISION OF BLOCKS 1 AND 5 IN HAAS AND POWELL'S ADDITION TO RIVERSIDE, BEING A SUBDIVISION IN SECTION 36, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property is commonly known as 3840 S. HARLEM AVENUE, LYONS, IL. 60534

The P.I.N. is 15-36-416-012; 15-36-416-013; 15-36-416-014 and 15-36-416-015.