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

Doc#: 1229822015 Fee: \$56.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/24/2012 08:42 AM Pg: 1 of 10

FIRST AMENDMENT TO LOAN DOCUMENTS

This First Amendment to Loan Documents ("First Amendment") is dated as of the 1st day of September, 2012 and made by and among Kevin S. Wood, individually and as Trustee of the of the Kevin S. Wood Living Trust dated December 12, 1999 ("Borrower"); Kevin S. Wood, as Trustee of the of the Kevin S. Wood Living Trust dated December 12, 1999 ("Grantor"); and First Eagle Bank ("Lender").

A. On August 8, 2007 Lender made a loan (the "Loan") to Borrower in the amount of One Million One Hundred Forty Seven Thousand Four Hundred Five and 00/100 Dollars (\$1,147,405.00). The Loan is evidenced by the Balloon Note of Borrower dated August 8, 2007 in the principal amount of \$1,147,405.00 ("Note").

B. The Note is secured by a Mortgage ("Mortgage 1") dated August 8, 2007 and recorded as Document No. 0725708103 with the Recorder of Deeds of Cook County, Illinois which was executed by Grantor in favor of Lender and which created a first lien on the property known as 2648 N. Wayne Avenue, Chicago, IL 60614 ("Wayne Property") which is legally described on Exhibit "A" attached hereto and made a part hereof.

C. The Note is further secured by a Mortgage and Assignment of Rents (collectively referred to herein as "Mortgage 2") dated August 8, 2007 and recorded as Document Nos. 0725708100 and 0725708101 with the Recorder of Deeds of Cook County, Illinois which was executed by Grantor in favor of Lender and which created a second lien on the property known as 420 W. Aldine, Unit 303, Chicago, IL 60657 ("Aldine Property") which is legally described on Exhibit "A" attached hereto and made a part hereof.

Prepared By: NPV

Officer Review

Initial Review Date

Final Review Date

Loan No. 70904

10/24

FEB

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1580-224534

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D. The Note is further secured by a Mortgage and Assignment of Rents (collectively referred to herein as "Mortgage 3") dated August 8, 2007 and recorded in Liber 2816 Page 2197 and Liber 2816 Page 2213 with the Recorder of Deeds of Berrien County, Michigan which was executed by Grantor in favor of Lender and which created a third lien on the property known as 14677 Lakeshore Road, Lakeside, MI 49116 ("Michigan Property") which is legally described on Exhibit "A" attached hereto and made a part hereof (Mortgage 1, Mortgage 2, and Mortgage 2 are hereinafter collectively referred to as "Mortgages").

E. Borrower and Grantor request the extension of the Maturity Date of the Loan to September 1, 2017. Lender has agreed to extend the Maturity Date 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, Interest Rate, and Schedule of Payment.** The Loan is hereby amended by extending the Maturity Date to September 1, 2017. Borrower will pay the Loan, that has a current principal balance of \$1,076,621.53 with interest at the fixed rate of 5.375% per annum on the unpaid principal balance from the date hereof until paid in full pursuant to the following schedule:

1 interest payment at or prior to the execution of this First Amendment in the amount of \$5,943.85;

59 consecutive monthly payments of principal and interest in the amount of \$6,531.27 beginning October 1, 2012 and on the same day of each month after that, and

1 final principal and interest payment at Maturity on September 1, 2017 estimated at \$965,818.19. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled; the actual payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Loan.

3. **Financial Statements.** Borrower shall submit to Lender annually beginning October 15, 2013 and on that day every year thereafter her Personal Financial Statement and Personal Federal Income Tax Return.

4. **Modification of Documents.** The Mortgages, and other Loan Documents are hereby amended to secure the obligations and liabilities evidenced by the Note, as hereby modified and amended. Each reference in the Note, Mortgages and

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other Loan Documents to "maturity" or Maturity Date" shall hereafter be deemed a reference to September 1, 2017.

5. **Restatement of Representations.** Borrower and Grantor hereby ratify and confirm their respective obligations and liabilities under the Note, Mortgages, and other Loan Documents, as hereby amended, and the liens and security interest created thereby, and acknowledge that they have no defenses, claims or set-offs against the enforcement by Lender of their respective obligations and liabilities under the Note, Mortgage, and other Loan Documents, as so amended.

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

7. **Documents Unmodified.** Except as modified hereby, the Note, Mortgage, Guaranty and other Loan Documents shall remain unmodified and in full force and effect.

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) plus 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.

9. **Representations and Warranties of Borrower and Grantor.** Borrower and Grantor hereby represent, covenant and warrant 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) 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, the Mortgage or the other Loan Documents.
- (c) The Loan Documents are in full force and effect and, following the execution and delivery of this First Amendment, they continue to be the legal, valid and binding obligations of Borrower and Grantor enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.
- (d) There has been no material adverse change in the financial condition of Borrower, Grantor, or any other party whose financial statement has been delivered to Lender in connection with the

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Loan from the date of the most recent financial statement received by Lender.

- (e) As of the date hereof, Borrower and Grantor has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.
- (f) Borrower and Grantor are validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this First Amendment and to perform the Loan Documents as modified herein. The execution and delivery of this First Amendment and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower and Grantor. This First Amendment has been duly executed and delivered on behalf of Borrower and Grantor.

10. **Binding Agreement.** This First Amendment shall not be construed more strictly against Lender than against Borrower and Grantor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Grantor, and Lender have contributed substantially and materially to the preparation of this First Amendment, and Borrower, Grantor, 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 First Amendment. Each of the parties to this First Amendment represents that it has been advised by its respective counsel of the legal and practical effect of this First Amendment, and recognizes that it is executing and delivering this First Amendment, 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 First Amendment, 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.

11. **Severability.** In the event any provision of this First Amendment shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

12. **Other Modifications.** Anything contained in the Mortgages to the contrary notwithstanding, the Mortgages 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,

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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 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 (iv) each guarantor of the Note.

A sale or transfer referred to in the Mortgages shall also mean and include the granting of any mortgage, deed of trust or other encumbrance of any kind on all or any portion of the Real Property, whether or not it is junior to the lien of this Mortgage.

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.

At no time shall the principal amount of Indebtedness secured by the Mortgages, not including sums advanced to protect the security of the Mortgage, exceed \$5,200,000.00.

Grant of Security Interest. To secure all obligations of Borrower and Grantor, 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 or Grantor 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 hereinafter, 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 First Amendment shall extend to and be binding upon each Borrower, Grantor, and their heirs, legatees, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

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This First 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 First 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 First Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be one agreement.

Borrower, Grantor, and any other obligor under the Loan, on behalf of themselves and their respective successors and assigns (collectively and individually, the "Mortgagor Parties"), hereby fully, finally and completely release, remise, acquit and forever discharge, and agree to hold harmless Lender and its respective successors, assigns, affiliates, subsidiaries, parents, officers, shareholders, directors, employees, fiduciaries, attorneys, agents and properties, past, present and future, and their respective heirs, successors and assigns (collectively and individually, the "Mortgagee Parties"), of and from any and all claims, controversies, disputes, liabilities, obligations, demands, damages, debts, liens, actions, and causes of action of any and every nature whatsoever, known or unknown, direct or indirect, whether at law, by statute or in equity, in contract or in tort, under state or federal jurisdiction, and whether or not the economic effects of such alleged matters arise or are discovered in the future (collectively, the "claims"), which the Mortgagor Parties have as of the date of this First Amendment or may claim to have against the Mortgagee Parties, including but not limited to, any claims arising out of or with respect to any and all transactions relating to the Loan or the Loan Documents occurring on or before the date of this First Amendment, including but not limited to, any loss, cost or damage of any kind or character arising out of or in any way connected with or in any way resulting from the acts, actions or omissions of the Mortgagee Parties occurring on or before the date of this First Amendment. The foregoing release is intended to be, and is, a full, complete and general release in favor of the Mortgagee Parties with respect to all claims, demands, actions, causes of action and other matters described therein, or any other theory, cause of action, occurrence, matter or thing which might result in liability upon the Mortgagee Parties arising or occurring on or before the date of this First Amendment. The Mortgagor Parties understand and agree that the foregoing general release is in consideration for the agreements of Lender contained herein and that they will receive no further consideration for such release. Furthermore, each of the Mortgagor Parties represents and warrants to Lender that she, he or it: (i) read this agreement, including without limitation, the release set forth in this section (the "Release Provision"), and understands all of the terms and conditions hereof, and (ii) executes this First Amendment voluntarily with full knowledge of the significance of the Release Provision and the releases contained herein and execution hereof. The Mortgagor Parties agree to assume the risk of any and all unknown, unanticipated, or misunderstood claims that are released by this First Amendment.

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TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH BORROWER AND GRANTOR (EACH AN "OBLIGOR") HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS FIRST 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 FIRST AMENDMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF OBLIGORS AND LENDER WITH RESPECT TO THIS FIRST 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 FIRST 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 First Amendment was executed by the undersigned as of the date and year first set forth above.

BORROWER:



Kevin S. Wood, Individually and as Trustee of the of the Kevin S. Wood Living Trust dated December 12, 1999

GRANTOR:



Kevin S. Wood, as Trustee of the of the Kevin S. Wood Living Trust dated December 12, 1999


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LENDER:

First Eagle Bank



By: Rose Wagonman, Executive Vice President and
Chief Lending Officer



Property of Cook County Clerk's Office

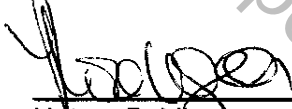
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BORROWER'S ACKNOWLEDGMENT

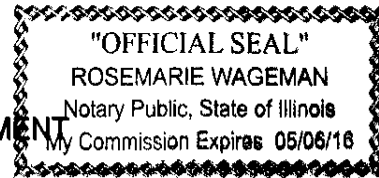
STATE OF ILLINOIS) SS.
COUNTY OF)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Kevin S. Wood, individually and as Trustee of the of the Kevin S. Wood Living Trust dated December 12, 1999, 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 she signed, sealed and delivered said instrument as her free and voluntary act and deed as well as that of the trust she represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 18th day of October, 2012.



Notary Public

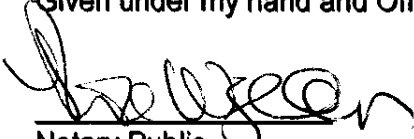


GRANTOR'S ACKNOWLEDGMENT

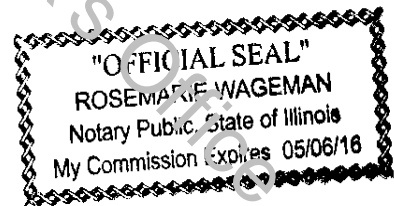
STATE OF ILLINOIS) SS.
COUNTY OF)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Kevin S. Wood, as Trustee of the of the Kevin S. Wood Living Trust dated December 12, 1999, 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 she signed, sealed and delivered said instrument as her free and voluntary act and deed as well as that of the trust she represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 18th day of October, 2012.



Notary Public

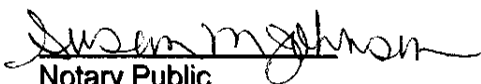


LENDER'S ACKNOWLEDGMENT

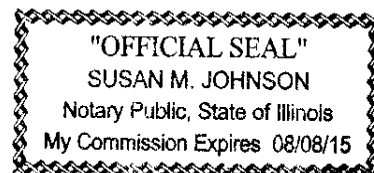
STATE OF ILLINOIS) SS.
COUNTY OF DuPage)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Rose Wageman, Executive 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 18th day of October, 2012.



Notary Public



UNOFFICIAL COPY**EXHIBIT "A"**

LOT 16 IN ALTGELD'S SUBDIVISION OF THE NORTH 1/2 AND THE SOUTH EAST 1/4 OF BLOCK 4 OF OGDEN SHELDON AND COMPANY SUBDIVISION OF OUTLOT 44 OF SHEFFIELD'S ADDITION TO CHICAGO OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Address: 2648 N. WAYNE STREET, CHICAGO, IL 60614
P.I.N.: 14-29-307-019-0000

UNIT 303 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 420 ALDINE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT 2525364, IN THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Address: 420 W. ALDINE # 303 CHICAGO, IL 60657
P.I.N.: 14-21-310-063-1021

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN BERRIEN COUNTY, STATE OF MICHIGAN, TO-WIT: THAT PART OF THE NORTHWEST FRACTIONAL QUARTER OF FRACTIONAL SECTION 20, TOWNSHIP 7 SOUTH, RANGE 20 WEST, DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 20, THENCE EAST ON THE EAST AND WEST QUARTER LINE OF SAID SECTION 20, 673.62 FEET (DEED 684.0 FEET) TO THE WESTERLY LINE OF THE CHESAPEAKE AND OHIO RAILROAD RIGHT OF WAY, THENCE NORTH 42 DEGREES 27 MINUTES 11 SECONDS EAST ON SAID WESTERLY RAILROAD RIGHT OF WAY LINE 855.74 FEET (DEED NORTH 42 1/2 DEGREES 100.0 DEGREES EAST 842.0 FEET), THENCE NORTH 47 DEGREES 20 MINUTES 32 SECONDS WEST 97.25 FEET (DEED 47 1/2 DEGREES 100.0 FEET) TO THE WESTERLY RIGHT OF WAY LINE OF RED ARROW HIGHWAY, THENCE CONTINUING NORTH 47 DEGREES 20 MINUTES 32 SECONDS WEST (DEED NORTH 47 1/2 DEGREES WEST) 430.00 FEET TO THE PLACE OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, THENCE CONTINUING NORTH 47 DEGREES WEST) 525.27 FEET TO THE CENTERLINE OF LAKESHORE ROAD, THENCE NORTH 31 DEGREES 07 MINUTES 28 SECONDS EAST, ON SAID CENTERLINE 198.88 FEET, THENCE CONTINUING ON SAID CENTERLINE NORTH 35 DEGREES 48 MINUTES 16 SECONDS EAST 94.23 FEET, THENCE SOUTH 47 DEGREES 26 MINUTES 13 SECONDS EAST (DEED SOUTH 47 1/2 EAST) 33.23 FEET TO THE EASTERLY RIGHT OF WAY LINE OF LAKESHORE ROAD, THENCE SOUTH 35 DEGREES 48 MINUTES 15 SECONDS WEST ON SAID RIGHT OF WAY LINE 88.97 FEET (DEED SOUTH 35 DEGREES 20 MINUTES EAST 110.00 FEET), EAST 110.00 FEET, THENCE NORTH 05 DEGREES 29 MINUTES 58 SECONDS EAST 32.28 FEET (DEED NORTH 87 DEGREES EAST 32.0 FEET, THENCE SOUTH 60 DEGREES 06 MINUTES 46 SECONDS EAST 43.06 FEET (DEED SOUTH 60 DEGREES 30 MINUTES EAST 43.0 FEET), THENCE NORTH 37 DEGREES 32 MINUTES 37 SECONDS EAST, 43.46 FEET (DEED NORTH 36 DEGREES 10 MINUTES EAST 42.30 FEET), THENCE SOUTH 47 DEGREES 26 MINUTES 13 SECONDS EAST (DEED SOUTH 47 1/2 DEGREES EAST) 361.66 FEET, THENCE SOUTH 42 DEGREES 27 MINUTES 22 SECONDS WEST 289.37 FEET (DEED SOUTH 42 DEGREES 30 MINUTES WEST 290 FEET) TO THE PLACE OF BEGINNING.

Address: 14677 LAKESHORE ROAD, LAKESIDE, MI 49116
P.I.N.: 11-07-0020-0653-05-5