



Doc#: 1520101048 Fee: \$54.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/20/2015 12:09 PM Pg: 1 of 9

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

FIRST AMERICAN TITLE  
ORDER # 2512921A  
COOK COUNTY RECORDER OF DEEDS

**SECOND AMENDMENT TO LOAN DOCUMENTS**

This Second Amendment to Loan Documents ("Second Amendment") is dated as of the 3<sup>rd</sup> day of June, 2015 and made by and among Gregor Properties LLC, an Illinois limited liability company ("Borrower"); Gregory C. Martin and Kirstin N. Martin (individually and collectively referred to herein as "Guarantor"); and First Eagle Bank ("Lender").

A. On April 3, 2014 Lender made a loan (the "Loan") to Borrower in the amount of Seven Hundred Seventy Thousand and 00/100 (\$770,000.00). The Loan is evidenced by the Promissory Note of Borrower dated April 3, 2014 in the principal amount of \$770,000.00 as amended by the First Amendment to Loan Documents and Amended and Restated Promissory Note both dated August 20, 2014 that increased the amount of the Loan by \$140,000.00 ("Note").

B. The Note is secured by a Mortgage and Assignment of Rents (collectively referred to herein as "Mortgage") dated April 3, 2014, and recorded as Document Nos. 1411201069 and 1411201070 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") known as 306 Gale Avenue, River Forest, IL 60305 which is legally described on Exhibit "A" attached hereto and made a part hereof.

C. The Note is further secured by the Collateral Assignment of life insurance Policy No. 48-974-133 issued by New York Life Insurance Policy on the life of Gregory C. Martin executed by Guarantor in favor of Lender ("Assignment").

Prepared By: NPV

Officer Review

Initial Review JD Date 6/15/15

Final Review FD Date 6/21/15

Loan No. 45320

Handwritten initials and signatures in a vertical column, including 'S', 'P', 'S', 'SC', and 'MS'.

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D. The Note is further secured by the Commercial Guaranty ("Guaranty") of Guarantor dated April 3, 2014. The Note, Mortgage, Assignment, Guaranty, and any and all other documents executed pursuant to or in connection with the Loan by Borrower or Guarantor, as amended, modified, assumed or replaced from time to time are hereinafter collectively referred to as the "Loan Documents".

E. Borrower and Guarantor request the further increase of the amount of the Loan, that has a current principal balance of \$639,654.95, by \$200,000.00 to \$839,654.95. 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. **Amount of Loan and Schedule of Payment.** The amount of the Loan, that has a current principal balance of Six Hundred Thirty Nine Thousand Six Hundred Fifty Four and 95/100 Dollars (\$639,654.95), is hereby increased by Two Hundred Thousand Dollars (\$200,000.00) to Eight Hundred Thirty Nine Thousand Six Hundred Fifty Four and 95/100 Dollars (\$839,654.95). Borrower will pay this loan, together with interest on the unpaid principal balance from the date hereof until paid in full at an interest rate of 5.000% per annum, in 21 regular monthly principal and interest payments of \$5,065.79 each and one irregular last payment estimated at \$809,894.43. Borrower's first payment is due July 3, 2015, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on April 3, 2017, and will be for all principal and all accrued interest not yet paid. Concurrent with the execution of this Second Amendment, Borrower shall execute and deliver to Lender a Second Amended and Restated Promissory Note of even date herewith in the original principal amount of \$839,654.95 (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. **Modification of Documents.** The Mortgage, Assignment, Guaranty, and other Loan Documents are hereby amended to secure the obligations and liabilities evidenced by the Note, as hereby modified and amended.
4. **Guarantor Not Released.** Guarantor acknowledges and consents to the amendments and modifications set forth in this Second Amendment. As additional consideration for Lender to amend the Note, Guarantor shall execute and deliver to Lender, concurrent with the execution of this Second Amendment, an Amended and Restated Commercial Guaranty of even date herewith in the original principal amount of

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\$839,654.95 (the "Amended Guaranty"). All references in the Loan Documents to the "Guaranty" shall hereafter be deemed to be a reference to the "Amended Guaranty".

5. **Restatement of Representations.** Borrower and Guarantor hereby ratify and confirm their respective obligations and liabilities under the Note, Mortgage, Assignment, Guaranty, 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, Assignment, Guaranty, 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 Amended Note, Mortgage, Assignment, Amended Guaranty and other Loan Documents.

7. **Documents Unmodified.** Except as modified hereby and by the Amended Note and Amended guaranty, the Mortgage, Assignment, 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.** 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) 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 Second Amendment, they continue to be the legal, valid and binding obligations of Borrower 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, Guarantor(s) or any other party whose financial statement has been delivered to Lender in connection with

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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) Borrower is 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 Second Amendment and to perform the Loan Documents as modified herein. The execution and delivery of this Second 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. This Second Amendment has been duly executed and delivered on behalf of Borrower.

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

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

This Second 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.

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

Borrower and Guarantor 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 Second 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 Second 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 Second 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 Second 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 Second 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 Second Amendment.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH BORROWER, EACH GRANTOR, AND EACH GUARANTOR (EACH AN "OBLIGOR") HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS SECOND AMENDMENT SHALL BE TRIED AND DETERMINED ONLY IN THE

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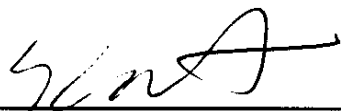
STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, OR, AT THE SOLE OPTION OF LENDER IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, 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 SECOND AMENDMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF OBLIGORS AND LENDER WITH RESPECT TO THIS SECOND 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 SECOND 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.

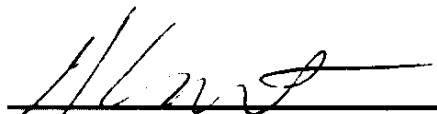
**IN WITNESS WHEREOF**, this Second Amendment was executed by the undersigned as of the date and year first set forth above.

**BORROWER:**


GREGOR PROPERTIES LLC, an Illinois limited liability company



By: Gregory C. Martin, Manager

**GUARANTOR:**


Gregory C. Martin

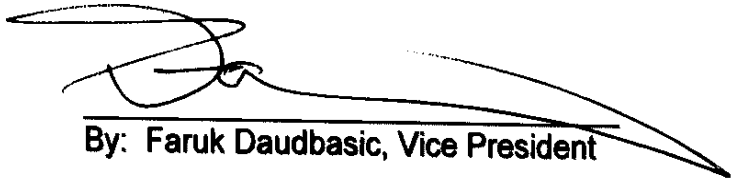


Kirstin N. Martin

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**LENDER:**

**First Eagle Bank**



By: Faruk Daudbasic, Vice President

**COOK COUNTY**  
**RECORDER OF DEEDS**  
**SCANNED BY \_\_\_\_\_**

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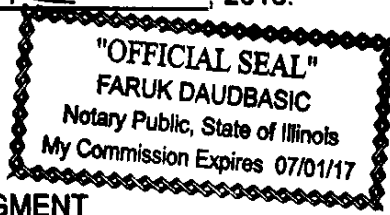
## BORROWER'S ACKNOWLEDGMENT

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 Gregory C. Martin, Manager of Gregor Properties LLC, an Illinois limited liability company, 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 as well as that of the company he represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 2<sup>nd</sup> day of June, 2015.

  
Notary Public




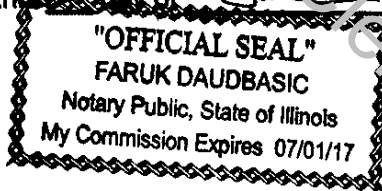
## GUARANTOR'S ACKNOWLEDGMENT

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 Gregory C. Martin and Kirstin N. Martin, 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 2<sup>nd</sup> day of June, 2015.

  
Notary Public

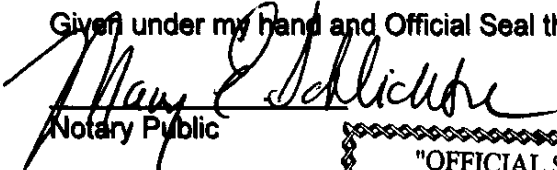


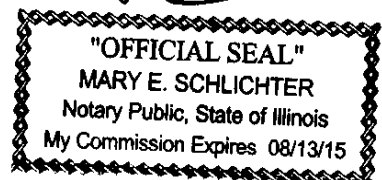
## LENDER'S ACKNOWLEDGMENT

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 Faruk Daudbasic, 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 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 2<sup>nd</sup> day of JUNE, 2015.

  
Notary Public





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## EXHIBIT "A"

LOT 12 IN BLOCK 1 IN STEELES SUBDIVISION OF THAT PART OF THE NORTH 13.33 CHAINS OF THE SOUTH EAST QUARTER LYING EAST OF THATCHER (FOREST) AVENUE ALSO THAT PART OF THE NORTH EAST QUARTER LYING EAST OF THATCHER AVENUE AND SOUTH OF CHICAGO AND NORTH WESTERN RAILROAD RIGHT OF WAY IN SECTION 11, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

Address: 306 GALE AVE, RIVER FOREST IL 60305

P.I.N.: 15-11-401-026-0000

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