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First Eagle Bank
1040 E. Lake St.
Hanover Park, IL. 60133

Doc#: 1532022002 Fee: \$54.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/16/2015 08:22 AM Pg: 1 of 9

FIRST AMENDMENT TO LOAN DOCUMENTS

This First Amendment to Note and Loan Documents ("First Amendment") is dated as of the 5th day of November, 2015 and made by and among 3819 Imagine Building, LLC, an Illinois limited liability company ("Borrower"); Henry M. Schleichkorn a/k/a Henry Schleichkorn and Susan Schleichkorn a/k/a Susan Rima Schleichkorn (collectively referred to as "Guarantor"); and First Eagle Bank ("Lender").

A. On June 5, 2015 Lender made a loan (the "Loan") to Borrower in the amount of Two Million Dollars (\$2,000,000.00). The Loan is evidenced by the Promissory Note of Borrower payable to Lender dated June 5, 2015 in the principal amount of \$2,000,000.00 ("Note").

B. The Note is secured by a Mortgage and Assignment of Rents dated June 5, 2015 which were executed by Borrower in favor of Lender ("collectively referred to herein as "Mortgage 1") and recorded as Document Nos. 1516018001 and 1516018002 respectively with the Recorder of Deeds of Cook County, Illinois and which created a first lien on the property ("Property") commonly known as 3819-21 N. Southport Avenue, Chicago, IL 60613 and which is legally described on Exhibit "A" which is attached hereto and made a part hereof.

C. The Note is further secured by a Mortgage and Assignment of Rents dated June 5, 2015 which were executed by Guarantor in favor of Lender ("collectively referred to herein as "Mortgage 2") and recorded as Document Nos. 1522933043 and 1522933044 respectively with the Recorder of Deeds of Cook County, Illinois and which created a first lien on the property ("Property") commonly known as 4217 N. Central Park, Chicago, IL 60618 and which is legally described on Exhibit "A" which is attached hereto and made a part hereof.

Prepared By: NPV

Officer Review

Initial Review RB Date 11/6/15

Final Review RB Date 11/6/15

Loan No. 101165

FIRST AMERICAN TITLE
FILE # 2643943A

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C. The Note is further secured by the Commercial Guaranty ("Guaranty") of Guarantor dated June 5, 2015. The Note, Mortgages, 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"

D. Borrower and Guarantor request the increase of the amount of the Loan by \$167,000.00 to \$2,167,000.00. Lender has agreed to the requests 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:** The Loan is hereby amended by increasing the amount thereof by One Hundred Sixty Seven Thousand Dollars (\$167,000.00) from Two Million Dollars (\$2,000,000.00) to Two Million One Hundred Sixty Seven Thousand Dollars (\$2,167,000.00). Concurrent with the execution of this First Amendment, Borrower shall execute and deliver to Lender an Amended and Restated Promissory Note of even date herewith in the original principal amount of \$2,167,000.00 (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. **Modification of Documents.** The Mortgages, Guaranty, and other Loan Documents shall be deemed to be modified to reflect the amendments set forth herein.

4. **Guarantor Not Released.** Guarantor acknowledges and consents to the foregoing amendment. As additional consideration for Lender to amend the Note, Guarantor shall execute and deliver to Lender, concurrent with the execution of this First Amendment, an Amended and Restated Commercial Guaranty of even date herewith in the original principal amount of \$2,167,000.00 (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 restate and reaffirm each and every representation, warranty, covenant and agreement made by them in the Amended Note, Mortgages, Amended Guaranty, 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, Amended Guaranty, and other Loan Documents.

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7. **Documents Unmodified.** Except as modified hereby and by the Amended Note and Amended Guaranty, the Mortgages and other Loan Documents shall remain unmodified and in full force and effect. Borrower and Guarantor each hereby ratify and confirm their respective obligations and liabilities under the Note, Mortgages, Guaranty, and other Loan Documents, as so amended. They each hereby acknowledge that they have no defenses, claims, or setoffs against the enforcement by Lender of their respective obligations and liabilities under the Note, Mortgages, Guaranty, and other Loan Documents, as so amended.

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 Thousand Five Hundred Five Dollars (\$2,505.00) plus all costs incurred by Lender in connection with or arising out of this amendment.

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 Mortgages 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 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, 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) 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 First Amendment and to perform the Loan Documents as modified herein. The execution and delivery

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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. This First Amendment has been duly executed and delivered on behalf of Borrower.

10. **Binding Agreement**. This First Amendment shall not be construed more strictly against Lender than against Borrower or Guarantor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantor, and Lender have contributed substantially and materially to the preparation of this First Amendment, and Borrower, Guarantor, and Lender each acknowledge and waive 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.

This First 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 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.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH BORROWER AND EACH GUARANTOR (EACH A "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

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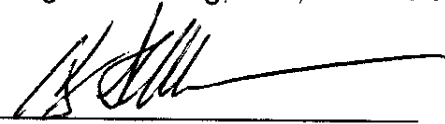
FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH.

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:

3819 Imagine Building, LLC, an Illinois limited liability company



By: Henry M. Schleichkorn a/k/a Henry Schleichkorn, Member/Manager

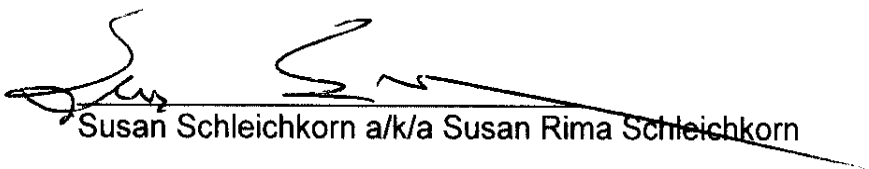


By: Susan Schleichkorn a/k/a Susan Rima Schleichkorn, Member/Manager

GUARANTOR:



Henry M. Schleichkorn a/k/a Henry Schleichkorn

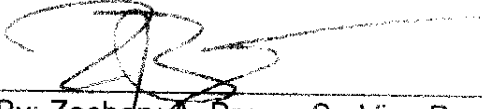


Susan Schleichkorn a/k/a Susan Rima Schleichkorn

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LENDER:

First Eagle Bank



By: Zachary A. Braun, Sr. Vice President

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BORROWER'S ACKNOWLEDGMENT

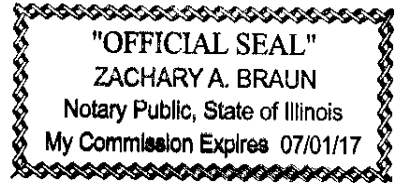
STATE OF ILLINOIS) SS.
COUNTY OF)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Henry M. Schleichkorn a/k/a Henry Schleichkorn and Susan Schleichkorn a/k/a Susan Rima Schleichkorn, Members/Managers of 3818 Imagine Building, LLC, an Illinois limited liability company, 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 company they represent, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 6 day of November, 2015.



Notary Public



GUARANTORS' ACKNOWLEDGMENT

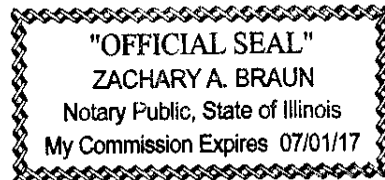
STATE OF ILLINOIS) SS.
COUNTY OF)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Henry M. Schleichkorn a/k/a Henry Schleichkorn and Susan Schleichkorn a/k/a Susan Rima Schleichkorn 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 6 day of November, 2015.



Notary Public



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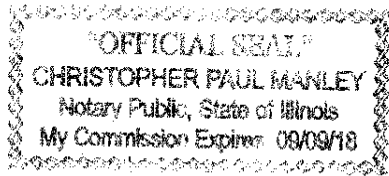
LENDER'S ACKNOWLEDGMENT

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 Zachary A. Braun, Sr. 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 he represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 8th day of November, 2015.

[Signature]
Notary Public



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Exhibit "A"

LOTS 24 AND 25, IN BLOCK 4, IN TABOTTS SUBDIVISION OF BLOCKS 3 AND 4 IN EDSON'S SUBDIVISION IN THE SOUTH THREE QUARTERS OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ADDRESS: 3819-21 N. SOUTHPORT AVENUE, CHICAGO, IL 60613

REAL PROPERTY TAX IDENTIFICATION NO. 14-20-108-016-0000

LOT 36 AND THE SOUTH HALF OF LOT 37 IN BLOCK 14 IN MAMEROW'S BOULEVARD ADDITION TO IRVING PARK, A SUBDIVISION IN THE WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ADDRESS: 4217 N . CENTRAL PARK, CHICAGO, IL 60618

REAL PROPERTY TAX IDENTIFICATION NO. 13-14-416-010-0000

Property of Cook County Clerk's Office