

# UNOFFICIAL COPY



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

Doc#: 1610904012 Fee: \$44.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/18/2016 10:13 AM Pg: 1 of 4

FIRST AMERICAN TITLE  
ORDER # 2714939

## FIRST AMENDMENT TO LOAN DOCUMENTS

This First Amendment to Loan Documents ("First Amendment") is dated as of the 17<sup>th</sup> day of March, 2016 and made by and among Gustavo P. Caicedo and Ellen R. Caicedo (collectively "Borrower") and First Eagle Bank ("Lender").

A. On July 13, 2007 Lender made a home equity line of credit loan (the "Loan") to Borrower in the amount of Four Hundred Thousand Dollars (\$400,000.00). The Loan is evidenced by the Ten Year Eagle Equity Agreement dated July 13, 2007 in the principal amount of \$400,000.00 ("Agreement").

B. The Agreement is secured by a Mortgage ("Mortgage") dated July 13, 2007 and recorded as Document No. 0726008077 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 2629 Marian Lane, Wilmette, IL 60091 which is legally described on Exhibit "A" 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 increase of the amount of the Loan by \$100,000.00 to \$500,000.00 and the extension of the Maturity Date to March 15, 2021. 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.

Prepared by: LMH  
Officer Review  
Initial Review \_\_\_\_\_ Date \_\_\_\_\_  
Final Review \_\_\_\_\_ Date \_\_\_\_\_  
Loan # 7088269

Y  
S  
P  
S  
SC  
INT

# UNOFFICIAL COPY

2. **Amount of Loan and Maturity Date.** The Agreement is hereby amended by extending the Maturity Date to March 15, 2021 and the amount of the Loan is hereby increased by One Hundred Thousand and 00/100 Dollars (\$100,000.00) from Four Hundred Thousand and 00/100 Dollars (\$400,000.00) to Five Hundred Thousand and 00/100 Dollars (\$500,000.00). Concurrent with the execution of this First Amendment, Borrower shall execute and deliver to Lender an Amended and Restated 5 Year Eagle Equity Line of Credit Agreement of even date herewith in the original principal amount of \$500,000.00 (the "Amended Credit Agreement"). All references in the Loan Documents to the Credit Agreement shall hereafter be deemed to be a reference to the "Amended Credit Agreement". Borrower will pay the Loan that has a current principal balance of \$399,999.00 with interest from the date hereof until paid in full at the rate of Prime plus .25% with a rate floor of 3.75% pursuant to the following schedule:

59 regular monthly payments of all accrued unpaid interest as of each payment date, beginning April 15, 2016, with all subsequent interest payments to be due on the same day of each month after that; and

1 payment on March 15, 2021. This payment due on March 15, 2021 will be for all principal and all accrued interest not yet paid, together with any other unpaid amounts under this Loan

3. **Restatement of Representations.** Borrower hereby ratify and confirm their respective obligations and liabilities under the Amended Credit Agreement, Mortgage, 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 Agreement, Mortgage, and other Loan Documents, as so amended.

4. **Defined Terms.** All capitalized terms which are not defined herein shall have the definitions ascribed to them in the Amended Credit Agreement, Mortgage, and other Loan Documents.

5. **Documents Unmodified.** Except as modified hereby and by the Amended Credit Agreement and the Mortgage, and other Loan Documents shall remain unmodified and in full force and effect.

6. **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.

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 FIRST AMENDMENT SHALL

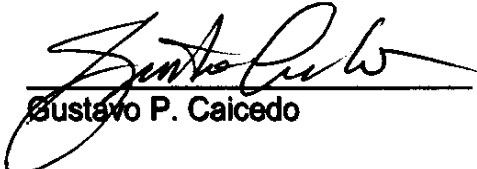
# UNOFFICIAL COPY


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.

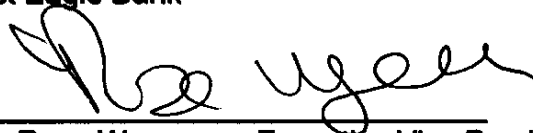
**BORROWER:**

  
 \_\_\_\_\_  
 Gustavo P. Caicedo

  
 \_\_\_\_\_  
 Ellen R. Caicedo

**LENDER:**

First Eagle Bank

  
 \_\_\_\_\_  
 By: Rose Wageman, Executive Vice President and Chief Lending Officer

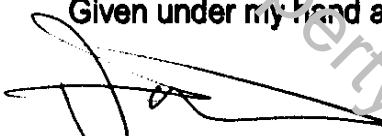
# UNOFFICIAL COPY

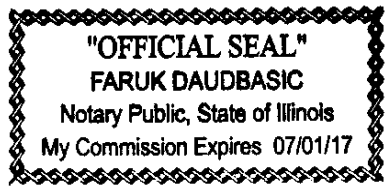
## BORROWER'S ACKNOWLEDGMENT

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 Gustavo P. Caicedo and Ellen R. Caicedo, 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 17<sup>th</sup> day of March, 2016

  
\_\_\_\_\_  
Notary Public

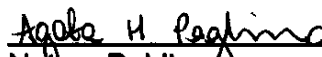


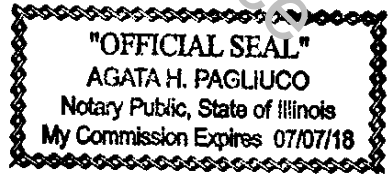
## LENDER'S ACKNOWLEDGMENT

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 Rose Wageman, Executive Vice President and Chief Lending Officer 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 17<sup>th</sup> day of March, 2016

  
\_\_\_\_\_  
Notary Public



### EXHIBIT "A"

LOT 22 IN MARIAN MEADOWS BEING A SUBDIVISION OF THE WEST 10 ACRES OF THE SOUTH 24 ACRES OF THE NORTH 36 ACRES OF THE NORTH EAST QUARTER OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 1.0 FEET OF THE SOUTH 25.0 FEET OF THAT PART OF SAID PROPERTY LYING NORTH OF THE SOUTH LINE OF THE NORTH 24 ACRES OF SAID NORTH EAST QUARTER) IN COOK COUNTY, ILLINOIS.

ADDRESS: 2629 MARIAN LANE, WILMETTE, IL 60091  
PIN # 05-32-200-095-0000