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Doc#. 1926749086 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 09/24/2019 10:53 AM Pg: 1 of 7

40014735-DDI
This Document was prepared
by and should be returned to: ||
First Eagle Bank *non agency*
1040 E. Lake St.
Hanover Park, IL 60133 *G/T*

SECOND AMENDMENT TO LOAN DOCUMENTS

This Second Amendment to Loan Documents ("Second Amendment") is dated as of the 15th day of August, 2019 and made by and among Nicholas Yassan, individually and as Trustee of Nicholas Yassan Trust dated February 23, 2009 ("Borrower"); Nicholas Yassan as Trustee of Nicholas Yassan Trust dated February 23, 2009 ("Grantor"); Dorothy Yassan ("Authorized Signer"); and First Eagle Bank ("Lender").

A. On August 28, 2014 Lender made a Home Equity Line of Credit loan ("Loan") to Borrower in the amount of Four Hundred Fifteen Thousand and 00/100 Dollars (\$415,000.00). The Loan is evidenced by the 5 Year Eagle Equity Line of Credit Agreement executed by Borrower in favor of Lender dated August 28, 2014 in the principal amount of \$415,000.00 as amended by the First Amendment to Loan Documents dated December 3, 2015 ("Agreement").

B. The Loan is secured by a mortgage ("Mortgage") dated August 28, 2014 executed by Grantor in favor of Lender and recorded with the Recorder of Deeds of Cook County as Document No. 1425157259 and which created a second lien on the property ("Property") known as 2256 W. Lawrence Avenue, Chicago, IL 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 or Grantor, as amended, modified, assumed or replaced from time to time (hereinafter collectively referred to as the "Loan Documents").

C. The First Amendment to Loan Documents dated December 3, 2015 added Dorothy Yassan as an authorized signer on the 5 Year Eagle Equity Line of Credit as defined in the Agreement.

Prepared by: JMC
Initial Review *OC* Date *8/24*
Final Review *OC* Date *9/19*

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D. Borrower request the extension of the Maturity Date of the Loan. 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. **Maturity Date.** The Agreement is hereby amended by extending the Maturity Date to August 15, 2024.

3. **Amount of Loan.** The Loan is hereby increased by One Hundred Twenty Five Thousand and 00/100 Dollars (\$125,000.00) from Four Hundred Fifteen Thousand and 00/100 Dollars (\$415,000.00) to Five Hundred Forty Thousand and 00/100 Dollars (\$540,000.00).

4. **Minimum Annual Percentage Rate and Schedule of Payment.** Effective as of the date hereof, the minimum ANNUAL PERCENTAGE RATE is hereby increased from 3.75% to 4.25% per annum.

Borrower will pay the Loan, that has a current principal balance of \$400,000.00, with interest specified in the 5 Year Eagle Equity Line of Credit Agreement 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 Second Amendment in the amount of \$1,953.41; and

58 regular monthly payments of all accrued unpaid interest as of each payment date, beginning October 15, 2019, with all subsequent interest payments to be due on the same day of each month after that; and

1 payment on August 15, 2024. This payment due on August 15, 2024 will be for all principal and all accrued interest not yet paid, together with any other unpaid amounts under this Loan.

5. **Annual Fee.** The annual fee is increased from \$45.00 to \$75.00.

6. **Modification of Documents.** The Agreement, Mortgage and other Loan Documents are hereby amended to secure the obligations and liabilities evidenced by the Agreement, as hereby modified and amended.

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7. **Restatement of Representations.** Borrower and Grantor hereby restate and reaffirm each and every representation, warranty, covenant and agreement made by them in the Agreement, Mortgage, and other Loan Documents.

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

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

10. **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).

This Second Amendment shall extend to and be binding upon each Borrower 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.

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.

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 SECOND 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

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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:



Nicholas Yassan, individually and as
Trustee of Nicholas Yassan Trust
dated February 23, 2009

GRANTOR:



Nicholas Yassan, as Trustee of
Nicholas Yassan Trust dated February 23, 2009

LENDER:

First Eagle Bank



By: Richard Heathfield, Senior Vice President

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BORROWER'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 Nicholas Yassan, individually and as Trustee of Nicholas Yassan Trust dated February 23, 2009, personally known to me to be the same person whose name are 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 trust he represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 3rd day of September, 2019.

Emily Irish-Ryan
Notary Public



GRANTOR'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 Nicholas Yassan, as Trustee of Nicholas Yassan Trust dated February 23, 2009, 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 trust he represents, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 3rd day of September, 2019.

Emily Irish-Ryan
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 Richard Heathfield, Senior 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 3rd day of September, 2019.

Emily Irish-Ryan
Notary Public



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Exhibit "A"

LOT 1 AND THE WEST 26 FEET OF LOT 2 IN SUBDIVISION OF LOT 19 IN SAM BROWN JR.'S SUBDIVISION OF LOT 3 IN SUBDIVISION OF THE SOUTHEAST 1/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 2256 W. LAWRENCE, CHICAGO, IL 60625

PIN: 14-07-320-032-0000

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