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Doc#. 2214607028 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 05/26/2022 06:13 AM Pg: 1 of 4

non-agency

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

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GIT

SECOND AMENDMENT TO LOAN DOCUMENTS

This Second Amendment to Loan Documents ("Second Amendment") is dated as of the 17th day of May 2022 and made by and between Chicago Title Land Trust Company, successor Trustee to North Star Trust Company ("Trustee") under Trust Agreement dated July 1~~6~~ 2007 and known as Trust No. 07-10933 and Joseph A. Pucci (collectively referred to herein as "Borrower"), and First Eagle Bank ("Lender").

A. On May 17, 2012 Lender made a loan (the "Loan") to Borrower in the amount of Three Hundred Thirty Five Thousand Dollars (\$335,000.00). The Loan is evidenced by the Promissory Note executed by Borrower in favor of Lender dated May 17, 2012, in the principal amount of \$335,000.00 as amended by the First Amendment to Loan Documents dated June 15, 2017 ("Note").

B. The Loan is secured by a Mortgage and Assignment of Rents (collectively referred to herein as "Mortgage") dated May 17, 2012 executed by Trustee in favor of Lender and recorded with the Recorder of Deeds of Cook County as Document No. 1219947097 and 1219947098 and which created a first lien on the property ("Property") known as 1304 W. Washington, Chicago, IL 60607 which is legally described on Exhibit "A" attached hereto and made a part hereof.

C. The Agreement is further secured by the Collateral Assignment of Beneficial Interest ("Assignment") dated May 17, 2012 executed by Grantor in favor of Lender covering Trust No. 07-10993 and any and all other documents securing the Loan executed by Borrower in favor of Lender (collectively, the "Loan Documents").

Initial Review _____ Date _____ Prepared by: AP
Final Review _____ Date _____

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of the foregoing prepayment provisions, and such payment shall therefore, to the extent permitted by law, include liquidated damages in the amount of the prepayment premium set forth in this paragraph, it being acknowledged that Lender's actual damages in the event of such evasion are now and will then be impossible to ascertain. No prepayment shall extend or postpone the due date of any subsequent monthly installment of principal or interest arising hereunder. Borrower hereby expressly agrees to pay the above-described prepayment premium upon the voluntary or involuntary prepayment of this Note, and acknowledges that Lender's agreement to make the Loan evidenced by this Note on the terms contained herein constitute adequate consideration for the prepayment premium.

4. **Modification of Documents.** The Note, Mortgage, Assignment, and other Loan Documents shall be deemed to be modified to reflect the amendment set forth above. Each reference in the Mortgage and other Loan Documents to "maturity" or "Maturity Date" shall hereafter be deemed a reference to May 17, 2027.

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

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

7. **Documents Unmodified.** Except as modified hereby, the Note, Mortgage, Assignment, and other Loan Documents shall remain unmodified and in full force and effect. Borrower and Grantor ratify and confirm their obligations and liabilities under the Note, Mortgage, Assignment, and other Loan Documents. They acknowledge no defenses, claims, or setoffs against the enforcement by Lender.

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 Six Hundred Fifty and 00/100 Dollar (\$2,650.00).

Anything contained in the Mortgage or Assignment to the contrary notwithstanding, the Mortgage and Assignment 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, 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, Assignment, or any other

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BORROWER:

Joseph A. Pucci
Joseph A. Pucci

TRUSTEE:

Chicago Title Land Trust Company, not personally but as successor Trustee to North Star Trust Company under that certain trust agreement dated 07/16/07 and known as Trust No. 07-10993

Patricia K. Holtry
By: PATRICIA K. HOLTRY
Its: Trust Officer ASST. VICE PRESIDENT



This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

LENDER:

First Eagle Bank

Rich Heathfield
By: Rich Heathfield, Senior Vice President

Cook County Clerk's Office

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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 Rich Heathfield, Senior Vice President of FIRST EAGLE BANK, a national banking association, 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 16th day of May, 2022.

Cheryl L. Parks
Notary Public

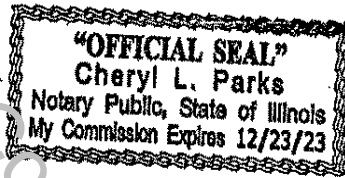


Exhibit "A"

THE WEST 1/2 OF LOT 4 IN ASSESSOR'S DIVISION OF PARTS OF BLOCKS 4 AND 5 IN BLOCK 5 IN WEIGHT'S ADDITION TO CHICAGO IN SECTION 8 TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

ADDRESS: 1304 W. Washington, Chicago, IL 60607

PIN: 17-08-329-013-0000