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COOK COUNTY RECORDER

SECOND AMENDMENT TO LOAN DOCUMENTS

This Second Amendment to Loan Documents ("Second Amendment"), is made this 7th day of June, 1995, by The Environs Group, Inc. an Illinois corporation ("Maker"); and First Eagle National Bank, a national banking association ("Lender").

- A. On September 30, 1994, Lender made a loan (the "Loan") to Maker in the amount of Four Hundred Fifty Thousand One Hundred Fifty-Five Dollars (\$450,155.00). The Loan was evidenced by the note ("Note") of Maker dated September 30, 1994, in the principal amount of Four Fundred Fifty Thousand One Hundred Fifty-Five Dollars (\$450,155.00).
- B. The Note was secured by a mortgage ("Mortgage"), dated September 30, 1994, and recorded as document #94855950 with the Recorder of Deeds, Cook County, Illinois (the "Recorder"), which was executed by Maker in favor of Lender, and which created a first lien on the property ("Property") located at 2718-20 N. Magnolia, Chicago, Illinois, which is legally described on Exhibit A attached hereto and made a part hereof.
- Exhibit A attached hereto and made a part hereof.

 C. The Note was further secured by the Guaranty of Payment ("Guaranty") of Kenneth F. Brinkman ("Guarantor"), dated September 30, 1994.
- D. On October 20, 1994 the Maturity Date of the Note was extended to June 30, 1995 as evidenced by the First Amendment to Loan Documents ("First Amendment"), dated October 70, 1994 and recorded as document #94941546 with the Recorder.
- E. Maker wishes to (i) extend the Maturity Date of the Note to October 15, 1995 and (ii) increase the Principal Balance of the loan to Six Hundred Eleven Thousand One Hundred Eleven and 66/100 Dollars (\$611,111.66). Lender has agreed to extend the Maturity Date and increase the Principal Balance 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.

First American Time Order # 079084

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- 2. Maturity Date. The Maturity Date of the Loan is hereby extended to October 15, 1995.
- 3. <u>Principal Balance</u>. The Principal Amount of the loan is hereby increased to \$611,111.66.
- 4. Additional Collateral. Maker has agreed to cause Kenneth F. Brinkman, Jr. and Carolyn C. Brinkman, shareholders of Maker, to pledge a third mortgage on their personal residence located at 806 N. Fair Oaks, Oak Park, IL, concurrent with this Second Amendment.
- 5. Reduction in Loan Amount. Maker and Lender have agreed to suspend further advances on note #777, which has a current principal balance of \$125,000.00. Future advances will be frozen until property located at 2720 N. Magnolia, Chicago, IL or 2718 N. Magnolia, Chicago is under contract acceptable to Bank with no contingencies for a sale price in excess of \$533,000.00, with a 10% escrow deposit held with Lender
- 6. <u>Additional Construction Costs</u>. Maker's portion of construction costs for 2718 N. Magnolia in the amount of \$32,659.80 shall be paid by Maker on or before August 1, 1995.
- 7. Agreement to Pledge Life Insurance. Maker agrees to assign to Lender a \$500,000.00 life insurance policy on the life of Kenneth F. Brinkman, Jr. This assignment shall collateralize all loans to Maker. If Carolyn C. Brinkman survives her husband, and no default under any loan to Maker has occurred, Lender will hold the proceeds of the life insurance in an escrow account for the purposes of completing projects under construction which Lender is financing.
- 8. Modification of Documents. The Note, Mortgage, Guaranty and other Loan Documents shall be deemed to be modified to reflect the amendments set forth Levein.
- 9. <u>Guarantor Not Released</u>. Cuarantor acknowledges and consents to the foregoing amendments, and agrees that the Guaranty will be amended to reflect the extended Maturity Date of October 15, 1995. Guarantor reaffirms his obligations and liabilities under the Guaranty.
- 10. Extension Fee. In consideration of Tender's agreement to extend the Maturity Date and increase the Frincipal Balance as aforesaid, Maker has agreed and shall pay to bender upon Maker's execution hereof, an extension fee in the amount of 1,009.57, plus all recording costs, title charges and attorneys fees incurred by Lender in connection with this Amendment.
 - 11. Restatement of Representations. The undersigned hereby restate and reaffirm each and every representation, warranty, covenant and agreement made by them in the Note, Mortgage, Guaranty and other Loan Documents.
 - 12. <u>Defined Terms</u>. All capitalized terms which are not defined herein shall have the definitions ascribed to them in the Note, Mortgage, Guaranty and other Loan Documents.
 - 13. <u>Documents Unmodified</u>. Except as modified hereby, the Note, Mortgage, Guaranty and other Loan Documents shall remain unmodified and in full force and effect.

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

Phonedt & Brink President

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MAKER/MORTGAGOR:

The Environs Group, Inc.

Kenneth Brinkman, President The Environs Group, Inc.

GUAPAINICA:

Munual Broken

MORTGAGOR:

Kenneth F. Brinkman, Jr.

Carolyn C. Brinkman

LENDER:

FIRST RAGLE NATIONAL BANK

By: Was Brandant

Vice President

Prepared by Peggy Goodman Return to First Eagle National Bank 1040 Lake St Handver Park, IL 60103 5401494

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STATE OF ILLINOIS)	·e		
countros Outago			
that Kenneth Brinkman, presime to be the same person who in person and acknowledged tact, for the uses end purpos	dent of The Environs Group use name is substribed to that he signed, sealed and les therein set forth.	r said County in the State aforesaid p, Inc., an Illinois corporation, pe the foregoing instrument, appeared b delivered said instrument as his fr	rschally known to efore me this day
	and Official Seal this	day of	
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i, the undersigned, that Kenneth Brindman, perso foregoing instrument, appear delivered said instrument as	a Fulary Public in and for maliv Flown to se to be the ed before mo this day in p inis free and voluntary as	r said County in the State aforesaid he same person whose name is subscri- person and acknowledged that he sign it, for the uses and purposes therein	bed to the ed, sealed and
•	and Official Scal this	day of	
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Margnet 7 9. Notary Publi	obelmon C	"OFFICIAL SEAL" NARGARET T. GOODMAN Noticy Public, State of Illinois	
STATE OF ILLINOIS		124 Commission Expires 3/4/91	
CONTRACT OF DIPORT S	S	9	
 the undersigned, that Carolyn C. Brinkman, pe foregoing instrument, appear 	a Motary Public in and for insonally known to me to be ed before me this day in p	r said County in the State aforesaid to the same person whose name is subs person and acknowledged that she sign tt, for the uses and purpores therein	cribed to the ned, sealed and
	and Official Seal this 13	day of	
Juny 19	91.	parameter SEAL"	
Mangast T	book man	"OFFICIAL SEAL" MARGARET T. SCHOMAN Return Public, State of INITIAL No commission Expires 3/4/97	in the second se
STATE OF ILLINOIS)	S	·····	
COUNTY OF DUPAGE)	•		
that Rose Vagesian, Vice Fres	ident of FIRST EAGLE MATIO and acknowledged that she	r said County in the State aforesaid MAL BANK, a national banking associa signed, sealed and delivered said ein set forth.	ation, appeared
Given under my hand	and Official Seal this $\frac{1}{3}$.	day of	ਹਮ*•੍ਰ
	Bedman	"OFFICIAL SEAL" UMBGGSET T. GC DMAN HOURS PUBLIC STATE OF INCOME My January State Engine 3/4/91)
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Exhibit A

LOTS 10 AND 11 IN WISNER AND OTHERS SUBDIVISION OF THE SOUTHEAST QUARTER AND THE SOUTH HALF OF THE NORTHEAST QUARTER OF BLOCK 7 IN THE SUBDIVISION OF BLOCK 44 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

1-29-31

Property of County Clerk's Office COMMONLY KNOWN AS 2718-20 N. MACNOLIA, CHICAGO, ILLINOIS.

PIN 14-29-305-027 VOLUME NO. 489

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