

# UNOFFICIAL COPY

96-108315

## FIRST AMENDMENT TO LOAN DOCUMENTS

This First Amendment to Loan Documents ("First Amendment"), is made this 1st day of June, 1996, by The Environs Group, Inc., an Illinois Corporation ("Maker"); Kenneth F. Brinkman ("Guarantor"); and First Eagle National Bank, a national banking association ("Lender").

A. On September 18, 1995, Lender made a loan (the "Loan") to Maker in the amount of Eight hundred sixty two thousand two hundred twenty-two and 15/100 Dollars (\$862,222.15). The Loan was evidenced by the note ("Note") of Maker, dated September 18, 1995, in the principal amount of Eight hundred sixty two thousand two hundred twenty-two and 15/100 Dollars (\$862,222.15).

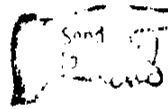
B. The Note was secured by a mortgage ("Mortgage"), dated September 18, 1995, and recorded as document #95631769 with the Recorder of Deeds of Cook County, Illinois, which was executed by Maker in favor of Lender, and which created a first lien on the property ("Property") located at 1129/31 W. Schubert Chicago, Illinois, which is legally described on 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 18, 1995.

D. Maker wishes to extend the Maturity Date of the Note to October 1, 1996. Lender has agreed to extend the Maturity Date 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 Maturity Date of the Loan shall be extended to October 1, 1996.
3. **Modification of Documents.** The Note, Mortgage, Guaranty and other Loan Documents shall be deemed to be modified to reflect the amendment set forth in paragraphs 2.



First Eagle Nat'l BK.  
1040 W. Lake Street  
Hanover Park, IL 60103

2750  
8

96-108315

UNOFFICIAL COPY

Property of Cook County Clerk's Office

98438205

# UNOFFICIAL COPY

4. **Guarantor Not Released.** Guarantor acknowledges and consents to the foregoing amendment, and agrees that the Guaranty will be amended to reflect the extended Maturity Date of October 1, 1996.

5. **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.

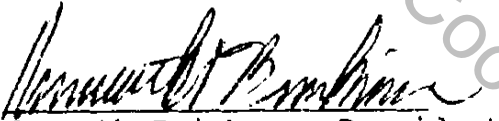
6. **Defined Terms.** All capitalized terms which are not defined herein shall have the definitions ascribed to them in the Note, Mortgage, Guaranty and other Loan Documents.

7. **Documents Unmodified.** 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 First Amendment was executed by the undersigned as of the date and year first set forth above.


**MAKER/MORTGAGOR:**

The Environs Group, Inc.



Kenneth Brinkman, President  
The Environs Group, Inc.

**GUARANTOR:**

  
Kenneth Brinkman

**LENDER:**

FIRST EAGLE NATIONAL BANK

By: 

Vice President

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

07080006

UNOFFICIAL COPY

Property of Cook County Clerk's Office

986198245

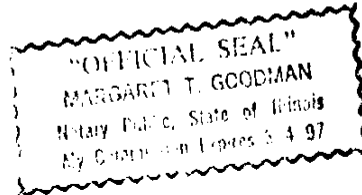
# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DuPage )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Kenneth Brinkman, president of The Environs Group, Inc., an Illinois corporation, 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, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 24<sup>th</sup> day of  
June, 19 96.

Margaret T. Goodman  
Notary Public

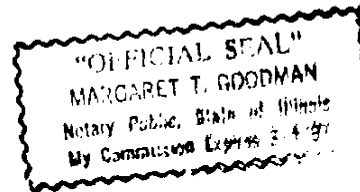


STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DuPage )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Kenneth Brinkman, 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, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 24<sup>th</sup> day of  
June, 19 96.

Margaret T. Goodman  
Notary Public

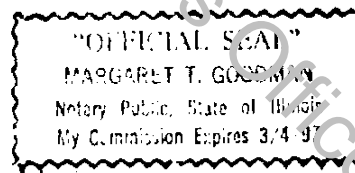


STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DUPAGE )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Rose Wageman, Vice President of FIRST EAGLE NATIONAL 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, for the uses and purposes therein set forth.

Given under my hand and Official Seal this 24<sup>th</sup> day of  
June, 19 96.

Margaret Goodman  
Notary Public



00000000

UNOFFICIAL COPY

Property of Cook County Clerk's Office

90588245

# UNOFFICIAL COPY

EXHIBIT "A"

**LEGAL DESCRIPTION:**

**PARCEL 1:**

LOT 40 IN WECKLER'S SUBDIVISION OF BLOCK 3 OF OUT LOT 12 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

LOT 41 IN SUBDIVISION OF BLOCK 3 IN OUT LOT 12 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property is commonly known as 1129/31 W. Schubert, Chicago, IL

The property tax ID Numbers are 14-29-408-016 and 14-29-408-017

COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

Property of Cook County Clerk's Office

98038025