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This instrument prepared by and  
after recording should be returned to:

Eric Missil, AVP  
FIRST EAGLE NATIONAL BANK  
1040 W. LAKE STREET  
Hanover Park, IL 60103

**FIRST AMENDMENT TO LOAN DOCUMENTS**

This First Amendment to Loan Documents ("First Amendment"), is made this 22nd day of **NOVEMBER, 1997**, by Enterprise Electric Corporation ("Borrower"); Robert J. Benedetto and Janis L. Benedetto (collectively "Guarantors"); Robert J. Benedetto and Janis L. Benedetto (collectively "Grantor"); Robert J. Benedetto and Janis L. Benedetto (collectively "Creditor"); and First Eagle National Bank, a national banking association, ("Lender")

- A On **NOVEMBER 22, 1996** Lender made a revolving loan (the "Loan") to Borrower in the amount of **ONE HUNDRED FIFTY THOUSAND & 00/100 Dollars (\$150,000.00)**. The Loan was evidenced by the Note ("Note") of Borrower, dated **NOVEMBER 22, 1996**, in the principal amount of **ONE HUNDRED FIFTY THOUSAND & 00/100 Dollars (\$150,000.00)**.

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P-7  
N-N  
M-7  
JH

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- B The Note was secured by a mortgage ("Mortgage"), dated **NOVEMBER 22, 1996** and recorded as document number **96-936356** with the Recorder of Deeds, Cook County, Illinois ("The Recorder") and which created a **SECOND** lien on the real property ("Real Property") **PLEGDED GRANTOR** located at **1941 WRIGHT BLVD, SCHAUMBURG, IL 60193** which is legally described on Exhibit A attached hereto and made a part hereof
- C The Note was further secured by an Assignment of Rents ("Assignment of Rents"), **NOVEMBER 22, 1996**, and recorded as Document No **96-936357** with the Recorder of Deeds, Cook County, Illinois ("The Recorder") on the Property described in Exhibit A, which was executed by **GRANTOR** in favor of the Lender.
- D The Note was further secured by a Security Agreement ("Security Agreement") which was dated **NOVEMBER 6, 1995**, and recorded as document number **3475927** with the Illinois Secretary of State ("The Secretary of State") and which created a **SECURITY INTEREST** on the personal property ("Personal Property") of **BORROWER** described in Exhibit B attached hereto and made a part hereof.
- E The Note was further secured by the Guaranty of Payment ("Guaranty") of **ROBERT J. BENEDETTO** and **JANIS L. BENEDETTO** (collectively, "Guarantor"), dated **NOVEMBER 22, 1996**
- F The Note was further secured by the Subordination of Debt ("Subordination") between Borrower and Creditor dated **NOVEMBER 22, 1996**
- G The Note was further secured by the Loan Agreement ("Loan Agreement") between Borrower and Lender dated **NOVEMBER 22, 1996**.
- H Borrower wishes to (i) increase the amount of the Loan to **TWO HUNDRED THOUSAND AND xx/100 Dollars (\$200,000.00)**; and (ii) extend to: **MATURITY** of the Loan to **November 22, 1998**. Lender has agreed to (i) **INCREASE THE AMOUNT OF THE LOAN** and (ii) **EXTEND THE MATURITY OF THE LOAN AND NOTE** 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.

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2. **Loan Amount.** The amount of the Loan and Note shall be increased to **TWO HUNDRED THOUSAND AND xx/100 Dollars (\$200,000.00)**.
3. **Maturity Date.** The maturity date of the loan shall be extended to **NOVEMBER 22, 1998**.
4. **Notices to Lender.** All notices shall be given to Lender at the following address:  

Eric Missil, AVP  
First Eagle National Bank  
1040 W. Lake Street  
Hanover Park, IL 60103  
630/893-3803 fax
5. **Modification of Documents.** The Note, Mortgage, Assignment of Rents, Security Agreement, Guaranty, and Subordination Agreement, and other loan documents shall be deemed to be modified to reflect the modifications and amendments set forth in **PARAGRAPHS II, 2, and 3**.
6. **Extension Fee.** In consideration of Lender's agreement to (i) **INCREASE THE AMOUNT OF THE LOAN** and (ii) **EXTEND THE MATURITY DATE OF THE LOAN**, as aforesaid, Borrower has agreed and shall pay Lender upon Borrower's execution hereof, an extension fee in the amount of **ONE & 00/100 DOLLAR (\$1.00)**.
7. **Restatement of Representations and Warranties.** The undersigned hereby restate and reaffirm each and every representation, warranty, covenant and agreement made by them in Note, Mortgage, Assignment of Rents, Security Agreement, Guaranty, and Subordination Agreement and other loan documents.
8. **Defined Terms.** All capitalized terms which are not defined herein shall have the definitions ascribed to them in the Note, Mortgage, Assignment of Rents, Security Agreement, Guaranty, and Subordination Agreement, and other loan documents.
9. **Guarantor Not Released.** Guarantor acknowledges and consents to the foregoing amendments, and agree that the Guaranty will be amended to reflect (i) **INCREASE THE AMOUNT OF THE LOAN** and (ii) **EXTEND THE MATURITY DATE OF THE LOAN**.
10. **Documents Unmodified.** Except as modified hereby, Note, Mortgage, Assignment of Rents, Security Agreement, Guaranty, and Subordination Agreement, and other loan documents shall remain unmodified and in full force and effect.

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**BORROWER, GUARANTOR, GRANTORS, AND CREDITOR EACH** ratify and confirm their obligations and liabilities under the Note, Mortgage, Assignment of Rents, Security Agreement, Guaranty, and Subordination Agreement, and other loan documents.

**THEY ACKNOWLEDGE** no defenses claims, setoffs against the enforcement by Lender.

**BORROWER, GUARANTOR, GRANTORS, AND CREDITOR EACH** consent to the modifications contained in this **FIRST** Amendment to Loan documents

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

**BORROWER:**

Enterprise Electric Corporation

By: *Robert J. Benedetto*  
Robert J. Benedetto, Superintendent

By: *Janis L. Benedetto*  
Janis L. Benedetto, President

**GUARANTORS:**

*Robert J. Benedetto*  
Robert J. Benedetto

*Janis L. Benedetto*  
Janis L. Benedetto

**GRANTORS:**

*Robert J. Benedetto*  
Robert J. Benedetto

*Janis L. Benedetto*  
Janis L. Benedetto

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**CREDITOR:**

*Robert J. Benedetto*

Robert J. Benedetto

*Janis L. Benedetto*

Janis L. Benedetto

**LENDER:**

FIRST EAGLE NATIONAL BANK

*Eric Missil*

By

Eric Missil, AVP

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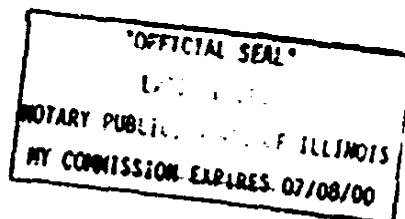
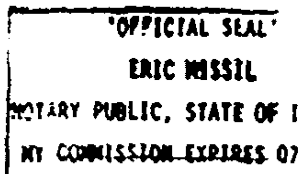
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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that ROBERT J. BENEDETTO AND JANIS L. BENEDETTO 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 for the uses and purposes therein set forth.

Given under my hand and Official Seal this 13 day of Nov 1997

[Signature]  
Notary Public

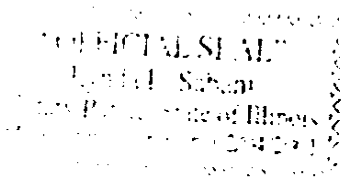


STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that ERIC MISSIL 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 \_\_\_ day of \_\_\_ 1997

[Signature]  
Notary Public



County Clerk's Office

**UNOFFICIAL COPY** 97714654**EXHIBIT A**

Address of Property: 1941 Wright Boulevard, Unit B, Schaumburg Cook County

Permanent Real Estate Index Number: 07-33-303-011-1002

Legal Description: Unit B in Wright Commons Condominium as delineated on a survey of the following described property. Lot 1 in Spectrum Business Park Unit No. 5, being a Subdivision in the S 1/2 of Section 33, Township 41 North, Range 10, East of the Third Principal Meridian, which survey is attached as Exhibit A to the Declaration of Condominium recorded August 26, 1993 as Document 93677190 as amended from time to time, together with its undivided percentage interest in the common elements, in Cook County, Illinois.

**EXHIBIT B**

Collateral. The word "Collateral" means the following described property of Grantor, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

All inventory, chattel paper, accounts, equipment, general intangibles and fixtures

In addition, the word "Collateral" includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (a) All attachments, accessories, accessions, tools, parts, supplies, increases, and accessories to and all replacements of and substitutions for any property described above.
- (b) All products and produce of any of the property described in this Collateral section.
- (c) All accounts, contract rights, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, or other disposition of any of the property described in this Collateral section.
- (d) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section.
- (e) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.