UNOFFICIAL CQ47/0129 33 001 Page 1 of

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Conk County Recorder

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After Recording Please Mail To:
Michelle E. Anderson
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 <u>17</u>th day of <u>August</u>, 19 99, by <u>Enterprise</u>

<u>Electric Corporation</u>, an Illinois Corporation ("<u>Borrower</u>");

<u>Janis L. Benedetto and Robert J. Benedetto</u> ("Guarantor"); <u>Janis L. Benedetto and Robert J. Benedetto</u> ("Grantors"); and First

Eagle National Bank, a national banking association ("Lender").

- A. On <u>January 18, 1999</u> Lender made a loan (the "Loan") to Borrower in the amount of <u>Three Hundred Thousand and no/100</u> (\$300,000.00). The Loan was evidenced by the note ("Note") of Borrower, dated <u>January 18, 1999</u>, in the principal amount of <u>Three Hundred Thousand and no/100</u> (\$300,000.00).
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- B. The Note was secured by a mortgage ("Mortgage"), dated January 18, 1999, and recorded as Document No. 99109190 with the Recorder of Deeds of Cook County, Illinois which was executed by "Grantor" in favor of Lender and which created a second lien on the property ("Property") located at 1941 Wright Boulevard, Unit B, Schaumburg, IL. which is legally described on Exhibit "A" attached hereto and made a part hereof; and by an Assignment of Rents dated January 18, 1999 and recorded as Document No. 99109191 which was executed by "Grantor" in favor of Lender with the Recorder of Deeds of Cook County, Illinois on the property described above.
- C. The Note was further secured by a mortgage ("Mortgage") dated <u>January 18, 1999</u> and recorded as Document No. <u>R99-021747</u> with the Recorder of Deeds, <u>DuPage</u> County, IL which was executed by "Grantor" in favor of Lender, and which created a second lien on the property ("Property") located at <u>1352</u> <u>Prestwick Lane. Itasca, IL. 60143</u> which is legally described on Exhibit "B" attached hereto and made a part hereof.

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- D. The Note was further secured by a Security Agreement dated <u>January 18, 1999</u> and recorded as document number 3978018 with the Illinois Secretary of State ("Secretary of State") which created a lien on personal property pledged by <u>Borrower</u>.
- E. The Note was further secured by the Guaranty of Payment ("Guaranty") of <u>Janis L. Benedetto and Robert J. Benedetto</u> ("Guarantor") dated <u>January 18, 1999</u>.
- F. Borrower wishes to increase the Loan Amount to <u>Three Hundred Fifty Thousand and no/00</u> (\$350,000.00). Lender has agreed to increase the Loan Amount as aforesaid, subject to the following covenants, agreements, representations and warranties.

NOW THEREFORF, for and in consideration of the covenants, agreements, representations and warranties set forth herein, the parties hereto agree as follows:

- 1. Recitals. The cecitals set forth above shall be incorporated herein, as if set forth in their entirety.
- 2. <u>Loan Amount</u>. The Loan Amount of the Loan shall be increased to <u>Three Hundred Fifty Thousand and no/100</u> (\$350,000.00).
- 3. <u>Modification of Documents</u>. The Note, Mortgage, Guaranty, and other Loan Documents shall be deemed to be modified to reflect the amendment set forth in paragraph 2.
- 4. <u>Guarantor Not Released</u>. Guarantor acknowledges and consents to the foregoing amendment, and agrees that the Guaranty will be amended to reflect the increased Loan Amount of <u>Three</u> <u>Hundred Fifty Thousand and no/100</u> (\$350,000.00).
- 5. <u>Restatement of Representations</u>. 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. <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.
- 7. <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. Borrower and Guarantor

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radify and confirm their obligations and liabilities under the note 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 one and no/100 Dollar (\$1.00).

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

County Clark's Office

BORROWER:

EMTERPRISE FLECTRIC CORPORATION

By:

Janis L. Benedetto, President

Robert J. Benedetto, Vice President

**GUARANTOR:** 

Janis L. Benedetto

Robert J Renedetto

**GRANTOR:** 

Janie L. Benedetto

Pohort I Ponodotto

LENDER:

First Eagle National Bank

Rose Wageman, Genior Vice President

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Prepared by Michelle E. Anderson Return to First Eagle National Bank	
1040 W. Lake Street Hanover Park, IL 60103	
STATE OF ILLINOIS )	
COUNTY OF KANE ) SS	
I, the undersigned, a Notary Public in and for sai aforesaid, DO HEREBY CERTIFY that Janis L. Benedetto, Problemedetto Vice President of Enterprise Electric Corporation, personally known to me to be the same person subscribed to the foregoing instrument, appeared before acknowledged that he signed, sealed and delivered said in and voluntary act for the uses and purposes therein set	esident and Robert J. ion., an Illinois ns whose names are me this day in person and nstrument as their free forth.  day of
HUU UST 19 77.	"OFFICIAL SEAL"
Notary Public	MICHELLE E. ANDERSON Notary Public, State of Illinois My Commission Expires 09/10/2002
STATE OF ILLINOIS )	Sissississississississississississississ
COUNTY OF KONQ ) SS	
I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Janis L. Penedetto and Robert J. 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 is their free and voluntary act, for the uses and purposes therein set forth.  Given under my hand and Official Seal this	
August , 19 99.	OFFICIAL SEAL"
Notary Public	MICHELLE F. ANDERSON Notary Put ic, S ate of Illinois
STATE OF ILLINOIS )	My Commission Expires 09/10/2002
COUNTY OF Kane) ss	0
I, the undersigned, a Notary Public in and for sai aforesaid, DO HEREBY CERTIFY that Rose Wageman, Senior V EAGLE NATIONAL BANK, a national banking association, app in person and acknowledged that she signed, sealed and d as her free and voluntary act, for the uses and purposes	ice President of FIRST eared before me this day elivered said instrument therein set forth.
Given under my hand and Official Seal this 19th.	day of
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Notary Public	"OFFICIAL SEAL" MICHELLE E. ANDERSON Notary Public, State of Illinois My Commission Expires 09/10/2002
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EXHIBIT "A"

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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 SOUTH 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.

The Real Property is commonly known as 1941 Wright Boulevard, Unit B, Schaumburg, IL. 60193 13-30 COOP COUNTY CLOTH'S OFFICE

The P.I.N. is & -33-303-011-1002

#### EXHIBIT "B"

LOT 44 IN MEDINAH WOODS CLUB AMENDED SUBDIVISION, BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 6, 1991 AS DOCUMENT R91-013414, IN DUPAGE COUNTY, ILLINOIS.

The Real Property is commonly known as 1352 Prestwick Lane, is Cook County Clerk's Office Itasca, IL. 60143.

The P.I.N is 02\*12-406-042.

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