

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

FIRST SUBURBAN NATIONAL BANK,)	Case No. 1: 09-cv-08024
)	
Plaintiff,)	Judge Kennelly
)	
v.)	
)	
KEITH C. FORSGREN and)	Amount Claimed:
JANET M. FORSGREN,)	\$78,836.10 plus
)	interest, costs and
Defendants.)	attorneys fees

AFFIDAVIT OF THOMAS A. GEHRKE, JR.

I, Thomas A. Gehrke, Jr., being first duly sworn, depose and upon my oath state that if called to testify in these proceedings, I would testify as follows:

1. I am the President and Chief Executive Officer and duly authorized representative of First Suburban National Bank ("FSNB"), the plaintiff in the above-captioned cause, and I am duly authorized to make this affidavit on behalf of FSNB.

2. Pursuant to my duties as President and Chief Executive Officer of FSNB, I have personal knowledge of the matters related to the loan transaction between FSNB and the defendants, Keith C. Forsgren and Janet M. Forsgren ("Defendants"), and the documents maintained in the ordinary course of business of FSNB relative to the transaction as further set forth in this Affidavit. I have reviewed the allegations of the First Amended Complaint filed on behalf of FSNB in the above-captioned cause and they are true.

3. Attached hereto as Exhibit 1 is a true and correct copy of the Promissory Note dated April 7, 2009 in the original principal amount of \$200,000.00 executed by defendants, individually and jointly and severally, in favor of FSNB (the "Note").

4. Notwithstanding Defendants' obligations arising out of the Note Defendants have defaulted and failed and refused to pay FSNB pursuant to the terms and provisions of the Note.

5. As a result of the aforesaid breach by Defendants of their obligations to FSNB under the Note, as of December 28, 2009, there is due and owing to FSNB from Defendants on the Note the following amounts:

Principal:	\$	78,836.10
Interest:		<u>5,728.94</u>
TOTAL AMOUNT DUE:	\$	84,565.04

Interest will continue to accrue at the per diem rate of \$55.44.

A true and correct copy of FSNB's payoff (the "Payoff") for the Note prepared in the regular course of business of FSNB is attached hereto and made a part hereof as Exhibit 2.

6. In addition to the foregoing, Defendants agreed to reimburse FSNB for attorneys' fees and related costs incurred by FSNB in enforcing its rights arising out of the Note. See, Exhibit 1, Note, Page 2, heading "ATTORNEYS' FEES; EXPENSES". As of the filing of this Affidavit FSNB has incurred attorneys fees in

connection with this matter in the amount of \$1,500.00 and court costs in the amount of \$350.00.

7. The matters set forth in this affidavit are true in substance and in fact and are based upon my own personal knowledge thereof and upon my review and reliance upon of the relevant business records of FSNB which are attached hereto as exhibits. If called as a witness I could and would testify competently thereto.

FURTHER AFFIANT SAYETH NOT.

Thomas A. Gehrke, Jr.,
President and Chief Executive
Officer, First Suburban
National Bank

Subscribed and sworn to
before me this ____ day
of _____, 2009

Notary Public