

Prepared By:
ALLEN C. WESOLOWSKI
MARTIN & KARCAZES, LTD.
30 N. LaSalle St. - Suite 4020
Chicago, Illinois 60602



Mail To:
NORTH COMMUNITY BANK
3639 N. Broadway
Chicago, IL 60613

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made as of this 3rd day of June, 2000, by and between MIDWEST BANK AND TRUST COMPANY, as Trustee under Trust Agreement dated May 4, 1990 and known as Trust Number 90-5986 (hereinafter called "Mortgagor"), CALIFORNIA FLOOR COVERINGS, INC., an Illinois corporation (hereinafter called "Assumptor") and NORTH COMMUNITY BANK, an Illinois banking corporation, with an office at 3639 N. Broadway, Chicago, Illinois 60613 (hereinafter called "Lender").

WITNESSETH:

This Agreement is based upon the following recitals:

A. On June 3, 1996, for full value received, MIDWEST TRUST SERVICES, INC. , Successor to Midwest Bank and Trust Company, Not Personally but as Trustee under a Trust Agreement dated May 4, 1990 and known as Trust No. 90-5986, PIONEER BANK AND TRUST COMPANY, Not Personally but as Trustee under a Trust Agreement dated April 16, 1987 and known as Trust No. 24822, and OLYMPIC DISCOUNT CARPET SALES, INC., an Illinois corporation, (collectively hereinafter called "Borrower") executed and delivered to Lender a Promissory Note in the principal amount of ONE MILLION ONE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$1, 100, 000. 00) (hereinafter called "Note No. 1") and a Promissory Note in the principal amount of FIVE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$500,000.00) (hereinafter called "Note No. 2") (collectively, called the "Notes").

B. Mortgagor secured the obligations under the Notes by granting to Lender a certain Mortgage (hereinafter called "Mortgage No. 1") , of even date with said Notes, covering certain improved real property in the County of Cook, State of Illinois, which Mortgage No. 1 was recorded on June 7, 1996 as Document No. 96434743 with the Recorder of Deeds of Cook County, Illinois, covering the property described as Parcels 1 and 11 on Exhibit A attached hereto.

C. Olympic Discount Carpet Sales, Inc. secured the obligations under the Notes by granting to Lender a certain Mortgage (hereinafter called "Mortgage No. 2") , of even date with said Notes,

UNOFFICIAL COPY

covering certain improved real property in the County of Cook, State of Illinois, which Mortgage No. 2 was recorded on June 7, 1996 as Document No. 96434745 with the Recorder of Deeds of Cook County, Illinois, covering, the property described as Parcels 2, 3, 4 and 7 on Exhibit A attached hereto (as well as certain property subsequently released).

D. Joseph Panigirakis secured the obligations under the Notes by granting to Lender a certain Mortgage (hereinafter called "Mortgage No. 3"), of even date with said Notes, covering certain improved real property in the County of Cook, State of Illinois, which Mortgage No. 3 was recorded on June 7, 1996 as Document No. 96434747 with the Recorder of Deeds of Cook County, Illinois, covering, the property described as Parcels 5 and 6 on Exhibit A attached hereto.

E. Pioneer Bank and Trust Company, as Trustee under Trust Agreement dated April 16, 1987 and known as Trust No. 24822 secured the obligations under the Notes by granting to Lender a certain Mortgage (hereinafter called "Mortgage No. 4"), of even date with said Notes, covering certain improved real property in the County of Cook, State of Illinois, which Mortgage No. 4 was recorded on June 7, 1996 as Document No. 96434749 with the Recorder of Deeds of Cook County, Illinois, covering, the property described as Parcel 8 on Exhibit A attached hereto.

F. Emmanuel Panigirakis a/k/a Mike Panigirakis secured the obligations under the Notes by granting to Lender a certain Mortgage (hereinafter called "Mortgage No. 5"), of even date with said Notes, covering certain improved real property in the County of Cook, State of Illinois, which Mortgage No. 5 was recorded on June 7, 1996 as Document No. 96434751 with the Recorder of Deeds of Cook County, Illinois, covering, the property described as Parcels 9, 10 and 12 on Exhibit A attached hereto.

G. The Notes are further secured by certain Absolute and Unconditional Assignments of Leases and Rents (hereinafter called the "Assignments of Rents"), of even date with said Notes, which Assignments of Rents were recorded on June 7, 1996 as Document Nos. 964347441, 96434746, 96434748, 96434750, and 96434752 with the Recorder of Deeds of Cook County, Illinois.

H. All of the parcels identified on Exhibit A attached hereto have subsequently been transferred to Mortgagor and are hereinafter referred to as the "Mortgaged Premises".

I. The mortgages identified in paragraphs B, C, D, E, and F above are hereinafter called the "Mortgages".

J. Olympic Discount Carpet Sales, Inc. was voluntarily dissolved and Assumptor is its successor in interest and assume the obligations under the Notes as evidenced by Modification Agreement recorded on January 13, 1998 as Document No. 98033166 with the Cook County Recorder of Deeds.

K. Note No. 2 was replaced by a Promissory Note dated December 30, 1997 in the

UNOFFICIAL COPY

principal amount of \$500,000.00 executed and delivered by Assumptor to Lender in accordance with the terms of a Revolving Credit Loan Agreement of even date between Assumptor and Lender (hereinafter called "Note No. 3").

L. The term of the Revolving Credit Loan Agreement was extended to June 3, 1999 pursuant to a Modification Agreement dated June 3, 1998 and recorded with the Cook County Recorder of Deeds as Document No. 98716510 and to June 3, 2000 pursuant to a Modification Agreement dated June 3, 1999 and recorded with the Cook County Recorder of Deeds as Document No. 99644547.

M. Mortgagor, Assumptor and Lender have agreed to extend the Revolving Credit Loan Agreement and the maturity date of Note No. 3 to June 3, 2001.

N. The outstanding principal balance of Note No. 3 as of June 3, 2000 is \$400,000.00.

O. The undersigned represent to Lender that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises (unless disclosed to Lender, and such subsequent lienholder has agreed to consent to this Modification Agreement and subordinate its lien to the lien of the Mortgages, as herein modified, which Consent and Subordination is attached hereto as Exhibit "A"), and that the lien of the Mortgages, as herein modified, are valid, first and subsisting liens on said Mortgaged Premises.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto do hereby mutually agree that Note No. 3, secured by the Mortgages and Assignments of Rents, is hereby modified as follows:

1. The Revolving Credit Loan Agreement dated December 30, 1997 is modified to extend the term of the agreement to June 3, 2001. And Note No. 3, accordingly, is modified to extend the maturity date of the Note to June 3, 2001.

2. All other terms and conditions of the Revolving Credit Loan Agreement and Note No. 3 (and the Mortgages and Assignments of Rents securing the same) shall remain in full force and effect.

In consideration of the modification of the terms of Note No. 3, and the other loan documents identified above by Lender, as hereinabove set forth, the undersigned do hereby covenant and agree to pay the balance of the indebtedness evidenced by Note No. 1 and Note No. 3, both secured by the Mortgages and Assignments of Rents as herein modified, and to perform the covenants contained in the aforementioned documents, and the undersigned represent to Lender that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises, except as otherwise disclosed herein, and that the liens of the Mortgages are valid, first and subsisting liens on the Mortgaged Premises.

UNOFFICIAL COPY

Nothing herein contained shall in any manner whatsoever impair Note No. 1 and Note No. 3 and other loan documents as modified hereby, or the lien created thereby or any other documents executed by the undersigned in connection therewith, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above-mentioned documents, except as herein expressly modified, nor affect or impair any rights, powers, or remedies of Mortgagee under any of the above-mentioned documents. Except as hereinabove otherwise provided, all terms and provisions of Note No. 1 and Note No. 3 and the other instruments and documents executed in connection with the subject loans, shall remain in full force and effect and shall be binding upon the parties hereto, their successors and assigns. The undersigned hereby authorizes North Community Bank to place a legend on any such instrument giving effect to the aforementioned modification or to attach this agreement or any executed counterpart thereof to said instrument as a part thereof.

This instrument is executed by Mortgagor, not personally, but as Trustee under a deed or deeds in trust delivered pursuant to the aforementioned Trust Agreement, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Mortgagor hereby warrants that it possesses full power and authority to execute this instrument); and no personal liability shall exist or be asserted or enforceable against Mortgagor generally or in any capacity other than as Trustee as aforesaid, because or in respect of this instrument, Note No. 1 and Note No. 3 so modified or the Mortgages securing Note No. 1 and Note No. 3, and its liability as Trustee shall be limited to and enforceable only out of the Mortgaged Premises, by enforcement of the lien of the Mortgages, and no duty shall rest upon Mortgagor to sequester, hold or maintain as a continuing trust asset, any property now or hereafter held by it as Trustee as aforesaid, nor any of the income therefrom nor proceeds or avails of any sale or other disposition thereof.

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

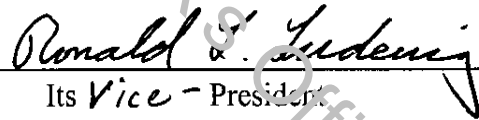
Attest:



Its ~~Secretary~~ AUP.

NORTH COMMUNITY BANK, Lender:

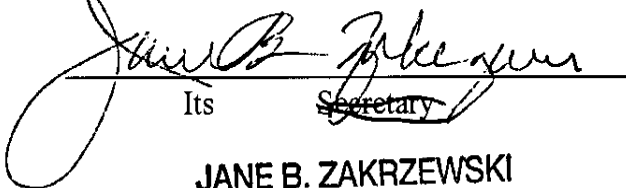
By:



Its Vice - President

MIDWEST BANK AND TRUST COMPANY, Not Personally but as Trustee under Trust Agreement dated May, 4, 1990 and known as Trust No. 90 - 5986

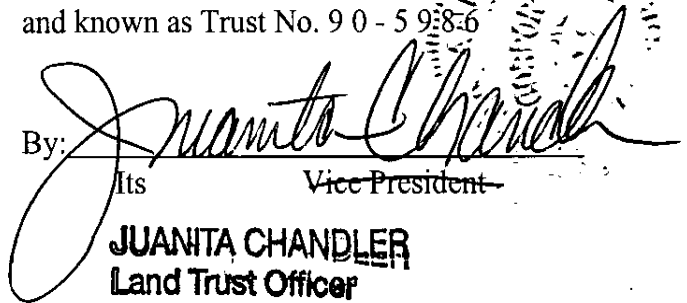
Attest:



Its ~~Secretary~~

JANE B. ZAKRZEWSKI
LAND TRUST OFFICER

By:



Its Vice President

JUANITA CHANDLER
Land Trust Officer

UNOFFICIAL COPY

CALIFORNIA FLOOR COVERINGS, INC.

Attest:

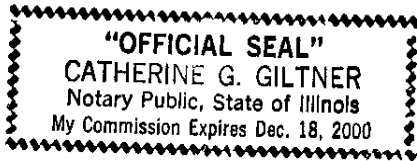
[Signature]
Its Secretary

By: [Signature]
Its President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Catherine G. Giltner, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Ronald L. Ludewig and Sandra M. Kessler, personally known to me to be the same persons whose names are subscribed to the foregoing instrument and personally known to me to be the Vice - President and Asst. V. P. Secretary of NORTH COMMUNITY BANK and acknowledged that they signed and delivered the said instrument as their free and voluntary act and deed, and in the name and in behalf of said corporation as the free and voluntary act of said corporation for the uses and purposes set forth.

Given under my hand and notarial seal this 27th day of June, 2000.

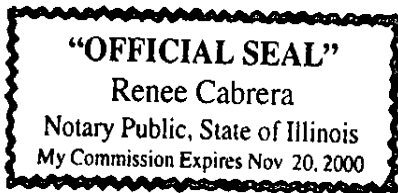


[Signature]
Notary Public

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Renee Cabrera, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Suzette Chandler and Jane Zakrzewski, personally known to me to be the same persons whose names are subscribed to the foregoing instrument and personally known to me to be the Trust Officer, President and Trust Officer Secretary of MIDWEST BANK AND TRUST COMPANY and acknowledged that they signed and delivered the said instrument as their free and voluntary act and deed, and in the name and in behalf of said corporation as the free and voluntary act of said corporation for the uses and purposes set forth.

Given under my hand and notarial seal this 29th day of June, 2000.



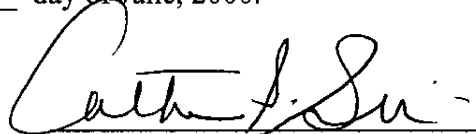
[Signature]
Notary Public

UNOFFICIAL COPY

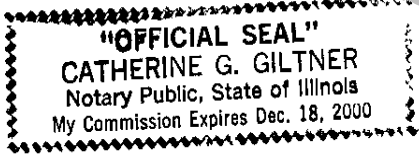
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, CATHERINE G. GILTNER, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, EMMANUEL PANIGIRAKIS and EMMANUEL PANIGIRAKIS, personally known to me to be the same persons whose names are subscribed to the foregoing instrument and personally known to me to be the _____ President and _____ Secretary of CALIFORNIA FLOOR COVERINGS, INC. and acknowledged that they signed and delivered the said instrument as their free and voluntary act and deed, and in the name and in behalf of said corporation as the free and voluntary act of said corporation for the uses and purposes set forth.

Given under my hand and notarial seal this 27th day of June, 2000.



Notary Public



Property of Cook County Clerk's Office

00505425

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 17, 18 AND 19 IN SUBDIVISION OF LOTS 1 AND 2 IN SUPERIOR COURT PARTITION OF LOT 3 IN BARRON, HEALD AND OTHER'S SUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 13-25-307-066

ADDRESS: 2614 16 N. CALIFORNIA, CHICAGO, ILLINOIS

PARCEL 2:

LOT 43 IN BLOCK 1 IN HARRIET FARLIN'S SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-25-400-002

ADDRESS: 2743 N. CALIFORNIA, CHICAGO, ILLINOIS

PARCEL 3:

LOTS 39, 40 AND 41 IN BLOCK 1 IN HARRIET FARLIN'S SUBDIVISION OF THE WEST THREE QUARTERS OF THE NORTH HALF (EXCEPT THE PART THEREOF OCCUPIED BY THE CHICAGO AND NORTH WESTERN RAILWAY) AND THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-25-400-004, 13-25-400-005, 13-25-400-006

ADDRESS: 2739 N. CALIFORNIA, CHICAGO, ILLINOIS

PARCEL 4:

LOT 42 IN BLOCK 1 IN HARRIET FARLIN'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-25-400-003

ADDRESS: 2741 N. CALIFORNIA, CHICAGO, ILLINOIS

00505425

UNOFFICIAL COPY

PARCEL 5:

LOT 38 IN BLOCK 1 IN HARRIET FARLIN'S SUBDIVISION OF THE WEST THREE QUARTERS OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (EXCEPT THAT PART THEREOF OCCUPIED BY THE CHICAGO AND NORTHWESTERN RAILROAD) AND THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-25-400-007

ADDRESS: 2731 N. CALIFORNIA, CHICAGO, ILLINOIS

PARCEL 6:

LOTS 36 AND 37 IN BLOCK 1 IN HARRIET FARLIN'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-25-400-008 AND 13-25-400-009

ADDRESS: 2727-29 N. CALIFORNIA, CHICAGO, ILLINOIS

PARCEL 7:

LOT 35 IN BLOCK 1 IN HARRIET FARLIN'S SUBDIVISION 0-7 THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 10 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-25-400-010

ADDRESS: 2725 N. CALIFORNIA, CHICAGO, ILLINOIS

PARCEL 8:

LOTS 32, 33 AND 34 IN BLOCK 1 IN KARRIET FARLIN'S SUBDIVISION OF THE WEST THREE QUARTERS OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (EXCEPT WHERE OCCUPIED BY THE CENTRAL AND NORTHWESTERN RAILROAD) AND THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-2-7-1-00-011

ADDRESS: 2719-2721-2723 N. CALIFORNIA, CHICAGO, ILLINOIS

00505425

UNOFFICIAL COPY

PARCEL 9:

LOT 31 IN BLOCK 1 IN HARRIET FARLIN'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 13-25-400-012

ADDRESS: 2715 N. CALIFORNIA, CHICAGO, ILLINOIS.

PARCEL 10:

LOT 30 IN BLOCK 1 IN HARRIET FARLIN'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-25-400-013

ADDRESS: 2713 N. CALIFORNIA, CHICAGO, ILLINOIS

PARCEL 11:

LOT 26 IN BLOCK 1 IN @ RIET FARLIN'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-25-400-017

ADDRESS: 2703 N. CALIFORNIA, CHICAGO, ILLINOIS

PARCEL 12:

LOT 25 IN BLOCK 1 IN HARRIET FARLIN'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-25-400-018

ADDRESS: 2701 N. CALIFORNIA, CHICAGO, ILLINOIS

00505425