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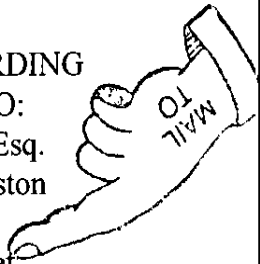
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Cook County Recorder 49.50

THIS INSTRUMENT WAS
PREPARED BY
AND AFTER RECORDING
PLEASE RETURN TO:
Ronald T. Slewitzke, Esq.
Morgan Lanoff Denniston
& Jackson Ltd.
33 North LaSalle Street
Suite 2030
Chicago, IL 60602



0020822697

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
ROLLING MEADOWS

Space above this Line for Recorder's Office Use Only

OMNIBUS AMENDMENT TO MORTGAGE AND OTHER LOAN DOCUMENTS

THIS OMNIBUS AMENDMENT TO MORTGAGE AND OTHER LOAN DOCUMENTS (this "**Amendment**") is made as of this 15 day of May, 2002 among Kalo Gasoline Company, Inc., an Illinois corporation ("**Kalo**"), Kaloco Oil Company, an Illinois corporation ("**Kaloco**"), Gianaris Real Estate Corporation, an Illinois corporation ("**Gianaris Corporation**"), MB Financial Bank, N.A., as Successor to the Mid City Nat'l Bank, as Trustee U/T/A Dated 8/30/93 and Known as Trust Number 93-135 ("**Trust 93-135**"), MB Financial Bank, N.A., as Successor to the Mid City Nat'l Bank, as Trustee U/T/A Dated 1/10/97 and Known as Trust Number 97000 ("**Trust 97000**"), Panagiotis Gianaris a/k/a Peter Gianaris ("**Panagiotis**"), Nicholas P. Gianaris ("**Nicholas**"), George P. Gianaris ("**George**") and Vasilios P. Gianaris ("**Vasilios**") (Kalo, Kaloco, Gianaris Corporation, Trust 9-135 and Trust 97000 being herein collectively referred to as the "**Borrower**" and Panagiotis, Nicholas, George and Vasilios each being individually referred to as "**Guarantor**" and collectively referred to as the "**Guarantors**") in favor, and with the consent, of **AMCORE BANK, N.A.**, 1933 Meacham Road, Suite 110, Schaumburg, Illinois 60173 ("**Lender**").

RECITALS

WHEREAS, Lender has heretofore made a loan to Borrower in the original principal amount of \$950,000.00 (the "**Loan**"); and

WHEREAS, the Loan is evidenced by a Promissory Note, dated as of March 29, 2002, in the amount of \$950,000 and made by Borrower in favor of Lender (the "**Note**"); and

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WHEREAS, the Note is further evidenced and/or secured by, among other things, a Commercial Loan Agreement, dated March 29, 2002, made by Borrower in favor of Lender (the "**Loan Agreement**"), a Mortgage made by Trust 93-135 and Trust 97000, granting to Lender a first mortgage lien against the parcels of real property legally described on **Exhibit A** hereto, dated March 29, 2002 and recorded in the Office of the Cook County Recorder of Deeds on 6 / 10, 2002 as document number 0020647181 (the "**Mortgage**"), a Security Agreement, dated March 29, 2002, made by Kalo, Kaloco and Gianaris Corporation in favor of Lender (the "**Security Agreement**"), a Guaranty, dated March 29, 2002 made by Panagiotis in favor of Lender (the "**Panagiotis Guaranty**"), a Guaranty, dated March 29, 2002, made by Nicholas in favor of Lender (the "**Nicholas Guaranty**"), a Guaranty, dated March 29, 2002, made by George in favor of Lender (the "**George Guaranty**") and a Guaranty, dated March 29, 2002 made by Vasilios in favor of Lender (the "**Vasilios Guaranty**") (the Note, the Loan Agreement, the Mortgage, the Security Agreement, the Pangiotis Guaranty, the Nicholas Guaranty, the George Guaranty and the Vasilios Guaranty are hereinafter collectively referred to as the "**Loan Documents**"; the foregoing Guaranties being herein individually referred to as a "**Guaranty**" and being collectively referred to as the "**Guaranties**"); and

WHEREAS, the Borrower, Guarantors and Lender had agreed prior to the execution and delivery of the Loan Documents to make certain modifications to the Loan Documents, but, due to certain time constraints, among other reasons, were not able to make such modifications prior to the execution and delivery of the Loan Documents that constituted the closing of the Loan; and

WHEREAS, the Borrower, Guarantors and Lender now desire to memorialize the modifications to the Loan Documents such parties had previously agreed to make;

NOW, THEREFORE, for and in consideration of \$10.00 in hand paid, the mutual covenants and conditions herein contained, as well as those contained in the Loan Documents, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties hereto, the Borrower, Guarantors and Lender hereby agree as follows:

1. **Incorporation of Recitals; Conflict.** The foregoing recitals are hereby incorporated into and made a part of this Amendment. Wherever the terms of this Amendment conflict with the terms of the Loan Documents, the terms of this Amendment shall govern and control.
2. **Modifications to the Note.** The Note is hereby amended as follows:
 - a. The following new language is hereby inserted at the end of paragraph 10 of the Note: "Notwithstanding any provision of this Note to the contrary, including the provisions of this Section 10, I shall not be in default under this Note unless the following shall occur: (i) with respect to monetary defaults other than defaults in the payment of principal or interest due

hereunder, you have given me written notice of the default and I have failed to cure the same within ten days after my receipt of such notice; and (ii) with respect to nonmonetary defaults, you have given me written notice of the default and I have failed to cure the same within thirty days after my receipt of such notice; provided, however, if a nonmonetary default is not reasonably susceptible of being cured within such thirty-day period, then I shall not be deemed to be in default under this Note if I have commenced to cure the default within said thirty-day period and thereafter continuously and diligently prosecute the cure to completion."

b. The following language is hereby added at the end of paragraph 11 of the Note: "Additionally, I may sell or similarly dispose of any item of Property that has a book value of \$35,000 or less provided I immediately substitute for such item of Property, Property that is equal to or greater in value than the item of Property that has been sold or otherwise disposed of."

c. The following language is hereby added at the end of paragraph 16 of the Note: "Notwithstanding any provision of this Note to the contrary, including the provisions of this paragraph 16, provided I am not in default under this Note, you will make available to me the insurance proceeds strictly for use in repairing, replacing or restoring, as applicable, the Property that has been damaged or destroyed and for which you have received the insurance proceeds; provided, however, you may cause the insurance proceeds to be distributed to me through a construction escrow at a title insurance company, its escrow company affiliate, or through another escrow agent of your choosing, in which event, the insurance proceeds will be distributed in accordance with a usual and customary escrow agreement for such purposes containing provisions, among others, that condition any disbursement of funds from such escrow upon satisfaction of the following conditions: (i) your approval of plans and specifications for the subject work, such approval not to be unreasonably withheld or delayed; (ii) your receipt of evidence that I have obtained all necessary governmental approvals and permits for the lawful prosecution of the subject work; (iii) your receipt of title insurance protection over intervening mechanics' liens; (iv) your receipt of a contractor's sworn statement in customary form and approval of the same by an inspecting architect or other person or entity of your choosing; and (iv) if, at the time of my request for a disbursement of escrow funds, the undisbursed amount of the insurance proceeds in the escrow are not sufficient to pay for the cost to complete the subject work, I shall have deposited in the escrow the funds necessary to make up that deficiency."

3. **Modifications to the Mortgage.** The Mortgage is hereby amended as follows:

a. The following language is hereby added at the end of paragraph 14 of the Mortgage: "Notwithstanding any provision of this Mortgage to the contrary, including the provisions of this Section 14, I shall not be in default under this Mortgage unless the following shall occur: (i) with respect to monetary defaults other than defaults in the payment of principal or interest due hereunder, you have given me written notice of the default and I have failed to cure the same within ten days after my receipt of such notice; and (ii) with respect to nonmonetary defaults, you have given me written notice of the default and I have failed to cure

the same within thirty days after my receipt of such notice; provided, however, if a nonmonetary default is not reasonably susceptible of being cured within such thirty-day period, then I shall not be deemed to be in default under this Mortgage if I have commenced to cure the default within said thirty-day period and thereafter continuously and diligently prosecute the cure to completion."

b. The following language is hereby added at the end of paragraph 19 of the Mortgage: "Notwithstanding any provision of this Mortgage to the contrary, including the provisions of this paragraph 19, provided I am not in default under this Mortgage, you will make available to me the insurance proceeds strictly for use in repairing, replacing or restoring, as applicable, the Property that has been damaged or destroyed and for which you have received the insurance proceeds; provided, however, you may cause the insurance proceeds to be distributed to me through a construction escrow at a title insurance company, its escrow company affiliate, or through another escrow agent of your choosing, in which event, the insurance proceeds will be distributed in accordance with a usual and customary escrow agreement for such purposes containing provisions, among others, that condition any disbursement of funds from such escrow upon satisfaction of the following conditions: (i) your approval of plans and specifications for the subject work, such approval not to be unreasonably withheld or delayed; (ii) your receipt of evidence that I have obtained all necessary governmental approvals and permits for the lawful prosecution of the subject work; (iii) your receipt of title insurance protection over intervening mechanics' liens; (iv) your receipt of a contractor's sworn statement in customary form and approval of the same by an inspecting architect or other person or entity of your choosing; and (v) if, at the time of my request for a disbursement of escrow funds, the undisbursed amount of the insurance proceeds in the escrow are not sufficient to pay for the cost to complete the subject work, I shall have deposited in the escrow the funds necessary to make up that deficiency."

c. Paragraph 20 of the Mortgage is hereby deleted and substituted therefor is the following new paragraph 20: "Mortgagor will pay taxes before they become delinquent to the applicable tax collector and will pay insurance premiums directly to the insurer. The Mortgagor agrees to supply Lender proof of payments of taxes and insurance within fifteen (15) days of the due date. Failure to do so shall constitute a default herein."

4. Modifications to the Loan Agreement.

a. The following language is hereby inserted at the end of paragraph 7 of the Loan Agreement: "Notwithstanding any provision of this Agreement to the contrary, including the provisions of this Section 7, I shall not be in default under this Agreement or under any of the other documents evidencing or securing the Loan unless the following shall occur: (i) with respect to monetary defaults other than defaults in the payment of principal or interest due hereunder, you have given me written notice of the default and I have failed to cure the same within ten days after my receipt of such notice; and (ii) with respect to nonmonetary defaults, you have given me written notice of the default and I have failed to cure the same within thirty days after my receipt of such notice; provided, however, if a nonmonetary default is not

reasonably susceptible of being cured within such thirty-day period, then I shall not be deemed to be in default under this Agreement or under any of the other documents evidencing or securing the Loan if I have commenced to cure the default within said thirty-day period and thereafter continuously and diligently prosecute the cure to completion."

5. **Modifications to the Security Agreement.** The Security Agreement is hereby amended as follows:

a. The following language is hereby inserted at the end of paragraph 5 (C) of the Security Agreement: "Notwithstanding any provision of this Agreement to the contrary, including the provisions of this subparagraph (C), I may sell or similarly dispose of any item of Property that has a book value of \$35,000 or less provided I immediately substitute for such item of Property, Property that is equal to or greater in value than the item of Property that has been sold or otherwise disposed of."

b. The following language is hereby inserted at the end of paragraph 5 (D) of the Security Agreement: " Notwithstanding any provision of this Agreement to the contrary, including the provisions of this subparagraph (D), I may settle without your permission any Account for less than its full value provided I do so in accordance with my past practice for settling Accounts."

c. The following language is hereby inserted at the end of paragraph 7 of the Security Agreement: "Notwithstanding any provision of this Agreement to the contrary, including the provisions of this paragraph 7, provided I am not in default under this Agreement, you will make available to me the insurance proceeds strictly for use in repairing, replacing or restoring, as applicable, the Property that has been damaged or destroyed and for which you have received the insurance proceeds; provided, however, you may cause the insurance proceeds to be distributed to me through a construction escrow at a title insurance company, its escrow company affiliate, or through another escrow agent of your choosing, in which event, the insurance proceeds will be distributed in accordance with a usual and customary escrow agreement for such purposes containing provisions, among others, that condition any disbursement of funds from such escrow upon satisfaction of the following conditions: (i) your approval of plans and specifications for the subject work, such approval not to be unreasonably withheld or delayed; (ii) your receipt of evidence that I have obtained all necessary governmental approvals and permits for the lawful prosecution of the subject work; (iii) your receipt of title insurance protection over intervening mechanics' liens; (iv) your receipt of a contractor's sworn statement in customary form and approval of the same by an inspecting architect or other person or entity of your choosing; and (iv) if, at the time of my request for a disbursement of escrow funds, the undisbursed amount of the insurance proceeds in the escrow are not sufficient to pay for the cost to complete the subject work, I shall have deposited in the escrow the funds necessary to make up that deficiency."

d. The following language is hereby inserted at the end of paragraph 9 of the

Security Agreement: "Notwithstanding any provision of this Agreement to the contrary, including the provisions of this Section 9, I shall not be in default under this Agreement unless the following shall occur: (i) with respect to monetary defaults other than defaults in the payment of principal or interest due hereunder, you have given me written notice of the default and I have failed to cure the same within ten days after my receipt of such notice; and (ii) with respect to nonmonetary defaults, you have given me written notice of the default and I have failed to cure the same within thirty days after my receipt of such notice; provided, however, if a nonmonetary default is not reasonably susceptible of being cured within such thirty-day period, then I shall not be deemed to be in default under this Agreement if I have commenced to cure the default within said thirty-day period and thereafter continuously and diligently prosecute the cure to completion."

6. **Modifications to the Guaranties.** Each Guaranty is hereby amended by inserting at the end of paragraph 9 of each Guaranty the following language: "Notwithstanding any provision of this Guaranty to the contrary, including the provisions of this Section 9, I shall not be in default under this Guaranty unless the following shall occur: (i) with respect to monetary defaults other than defaults in the payment of principal or interest due hereunder, you have given me written notice of the default and I have failed to cure the same within ten days after my receipt of such notice; and (ii) with respect to nonmonetary defaults, you have given me written notice of the default and I have failed to cure the same within thirty days after my receipt of such notice; provided, however, if a nonmonetary default is not reasonably susceptible of being cured within such thirty-day period, then I shall not be deemed to be in default under this Guaranty if I have commenced to cure the default within said thirty-day period and thereafter continuously and diligently prosecute the cure to completion."

7. **Reaffirmation of Liability.** Borrower and Guarantors each hereby reaffirm and acknowledge their respective liability to Lender under the Loan Documents to which each is a party, as such Loan Documents have been amended by this Amendment.

8. **Reaffirmation of Representations and Warranties, Full Force and Effect.** Borrower and Guarantors hereby further reaffirm and acknowledge:

a. that the representations and warranties made by each such party in those of the Loan Documents executed and delivered by such party are true and correct in all material respects as of the date hereof; and

b. that the Loan Documents which each such party has executed and delivered remain in full force and effect in accordance with their respective terms, as such terms have been amended by this Amendment.

9. **Laws of Illinois.** This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, Borrower and Guarantors have caused this Amendment to be executed and delivered as of the date first above written.

BORROWER

Kalo Gasoline Company, Inc., and Illinois corporation

By: [Signature]
Name: Nicholas Gianaris
Title: VICE PRESIDENT

Kaloco Oil Company, an Illinois corporation

By: [Signature]
Name: PRESIDENT Nicholas Gianaris
Title: PRESIDENT

Gianaris Real Estate Corporation, an Illinois corporation

By: [Signature]
Name: Nicholas P. Gianaris
Title: PRESIDENT

This document is executed by MB Financial Bank, N.A. as successor to The Mid-City Nat'l Bank under Illinois Corp. Fiduciary Act Sec. 205 ILCS 620/3-3.

MB Financial Bank, N.A., as Successor to the Mid City Nat'l Bank, as Trustee U/T/A Dated 8/30/93 and Known as Trust Number 93-135

This document is executed by the Mid-City Nat'l Bank as transferee/successor to First Nat'l Bank of Morton Grove under Illinois Corp. Fiduciary Act Sec. 205 ILCS 620/3-3.

By: [Signature]
Name: INTREK E. PANAGIAN
Title: TRUST OFFICER

This document is executed by MB Financial Bank, N.A. as successor to The Mid-City Nat'l Bank under Illinois Corp. Fiduciary Act Sec. 205 ILCS 620/3-3.

MB Financial Bank, N.A., as Successor to the Mid City Nat'l Bank, as Trustee U/T/A Dated 1/10/97 and Known as Trust Number 97000

This document is executed by The Mid-City Nat'l Bank as transferee/successor to First Nat'l Bank of Morton Grove under Illinois Corp. Fiduciary Act Sec. 205 ILCS 620/3-3.

By: PATRIK F. PANGAHEBAN
Name: PATRIK F. PANGAHEBAN
Title: TRUST OFFICER

GUARANTORS

Peter N. Gianaris
Panagiotis Gianaris (a/k/a Peter Gianaris)

Nicholas P. Gianaris
Nicholas P. Gianaris

George P. Gianaris
George P. Gianaris

Vasilios P. Gianaris
Vasilios P. Gianaris

CONSENT OF LENDER

The undersigned Lender hereby consents to and approves, as of the date first written above, the foregoing Omnibus Amendment to Mortgage and Other Loan Documents.

AMCORE BANK, N.A.

By: Timothy S. Hanson
Name: TIMOTHY S. HANSON
Title: A.V.P.

Property of Cook County Clerk's Office

EXHIBIT A**LEGAL DESCRIPTION****PARCEL 1**

THE SOUTH 130 FEET OF LOT 22 IN BLOCK 16 IN A.T. MCINTOSH AND COMPANY'S ADDITION OF DES PLAINES HEIGHTS, BEING A SUBDIVISION OF THE PART EACH OF RAILROAD OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART WEST OF DES PLAINES ROAD OF THE SOUTH ½ OF THE SOUTHWEST ¼ (EXCEPT 4 ACRES IN THE NORTHEAST CORNER THEREOF) OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Property Address: 1490 E. OAKTON STREET, DES PLAINES, IL 60016
PIN: 09-20-417-033-0000

PARCEL 2

LOTS 1, 2, 3, 4 AND 5 IN BLOCK 10 OF HARLEM PARK SUBDIVISION NUMBER 1, BEING A SUBDIVISION OF THE SOUTHWEST FRACTIONAL ¼ OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Property Address: 242 WAUKEGAN ROAD, GLENVIEW, IL 60025
PIN: 10-07-311-037 and 10-07-311-038

NOTARY ACKNOWLEDGMENTSSTATE OF ILLINOIS
COUNTY OF Cook

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Nicholas P. Gianaris, the Vice President of **KALO GASOLINE COMPANY, INC.**, an Illinois corporation, personally known to me to be the person holding such office in such company and whose name is subscribed to the foregoing Omnibus Amendment to Mortgage and Other Loan Documents, appeared before me this day in person and acknowledged that he signed and delivered said Amendment as his free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

Patty Stathopoulos
Notary Public



GIVEN under my hand and notarial seal this 5th day of May, 2002

STATE OF ILLINOIS
COUNTY OF Cook

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Nicholas P. Gianaris, the President of **KALO-OIL KALO OIL COMPANY**, an Illinois corporation, personally known to me to be the person holding such office in such company and whose name is subscribed to the foregoing Omnibus Amendment to Mortgage and Other Loan Documents, appeared before me this day in person and acknowledged that he signed and delivered said Amendment as his free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

Patty Stathopoulos
Notary Public



GIVEN under my hand and notarial seal this 5th day of May, 2002

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Nicholas P. GIANARIS, the PRESIDENT of GIANARIS REAL ESTATE CORPORATION, an Illinois corporation, personally known to me to be the person holding such office in such company and whose name is subscribed to the foregoing Omnibus Amendment to Mortgage and Other Loan Documents, appeared before me this day in person and acknowledged that he signed and delivered said Amendment as his free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

Patty Stathopoulos
Notary Public

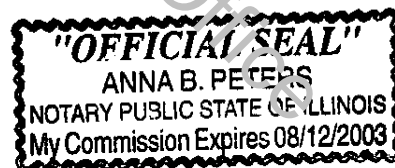


GIVEN under my hand and notarial seal this 15th day of May, 2002

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Patrick Ranganiban, the Asst. V.P. of MB FINANCIAL BANK, N.A., as Successor to the Mid City National Bank, as Trustee U/T/A Dated 8/30/93 and Known as Trust Number 93-135, a national banking association, personally known to me to be the person holding such office in such company and whose name is subscribed to the foregoing Omnibus Amendment to Mortgage and Other Loan Documents, appeared before me this day in person and acknowledged that he signed and delivered said Amendment as his free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

Anna B. Peters
Notary Public



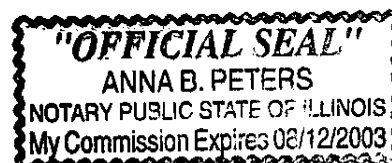
GIVEN under my hand and notarial seal this 16th day of May, 2002

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Patrick Paganini, the Asst. V.P. of MB FINANCIAL BANK, N.A., as Successor to the Mid City National Bank, as Trustee U/T/A Dated 1/10/97 and Known as Trust Number 97000, a national banking association, personally known to me to be the person holding such office in such company and whose name is subscribed to the foregoing Omnibus Amendment to Mortgage and Other Loan Documents, appeared before me this day in person and acknowledged that he signed and delivered said Amendment as his free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

Anna B. Peters

Notary Public



GIVEN under my hand and notarial seal this 16th day of May, 2002

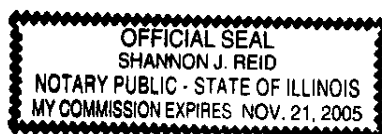
STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Timothy S. Hansen, the AVP of AMCORE BANK, N.A., a national banking association, personally known to me to be the person holding such office in such company and whose name is subscribed to the foregoing Omnibus Amendment to Mortgage and Other Loan Documents, appeared before me this day in person and acknowledged that he signed and delivered said Amendment as his free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

Shannon J. Reid

Notary Public

GIVEN under my hand and notarial seal this 22nd day of May, 2002



STATE OF ILLINOIS
COUNTY OF Cook

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Panagiotis Gianaris (a/k/a a Peter Gianaris)** personally known to me to be the person whose name is subscribed to the foregoing Omnibus Amendment to Mortgage and Other Loan Documents, appeared before me this day in person and acknowledged that he signed and delivered said Amendment as his free and voluntary act for the uses and purposes therein set forth.

Patty Stathopoulos
Notary Public



GIVEN under my hand and notarial seal this 15th day of May, 2002

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Nicholas P. Gianaris** personally known to me to be the person whose name is subscribed to the foregoing Omnibus Amendment to Mortgage and Other Loan Documents, appeared before me this day in person and acknowledged that he signed and delivered said Amendment as his free and voluntary act for the uses and purposes therein set forth.

Patty Stathopoulos
Notary Public



GIVEN under my hand and notarial seal this 15th day of May, 2002

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **George P. Gianaris** personally known to me to be the person whose name is subscribed to the foregoing Omnibus Amendment to Mortgage and Other Loan Documents, appeared before me this day in person and acknowledged that he signed and delivered said Amendment as his free and voluntary act for the uses and purposes therein set forth.

Patty Stathopoulos
Notary Public



GIVEN under my hand and notarial seal this 15th day of May, 2002

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Vasilios P. Gianaris** personally known to me to be the person whose name is subscribed to the foregoing Omnibus Amendment to Mortgage and Other Loan Documents, appeared before me this day in person and acknowledged that he signed and delivered said Amendment as his free and voluntary act for the uses and purposes therein set forth.

Patty Stathopoulos
Notary Public



GIVEN under my hand and notarial seal this 15th day of May, 2002

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