

PREPARED BY AND SENT TO:

2993/0051 18 001 Page 1 of 7
2002-11-06 08:41:56
Cook County Recorder 36.00

CoVest Banc, National Association
Attn: Marina Reznik
770 W. Dundee Rd
Arlington Heights, IL 60004



W I T N E S S E T H:

MODIFICATION TO MORTGAGE AND NOTE

This Modification to Mortgage and Note entered into this 24th day of August, 2002, by and between, Petros Papadatos, Agatha Kominos Papadatos, Gerasimos Kominos and Leonidas Kominos ("Borrower") and CoVest Banc, National Association ("Mortgagee").

WHEREAS, Borrower made, executed and delivered that certain Note dated August 25, 2000 in the principal amount of **Five Hundred Seventy Thousand and 00/100 Dollars** (\$ 570,000.00) which Note is secured by a Mortgage dated August 25, 2000, which was recorded on September 12, 2000 as Document Number 00707978 in the Office of the Recorder of Deeds, Cook County, Illinois, and also an Assignment of Rents dated August 25, 2000, which was recorded on September 12, 2000 as Document Number 00707979 in the Office of the Recorder of Deeds, Cook County, Illinois (see Exhibit "A" attached for legal description); and

WHEREAS, the principal amount of \$559,984.02 remains unpaid on the Note as of the date hereof; and

WHEREAS, Borrower has requested Mortgagee to modify the loan ("Loan") evidenced by the Mortgage and Note; and

WHEREAS, Borrower has requested and Mortgagee has agreed to modify the Mortgage and Note on the terms and conditions set forth herein; and

WHEREAS, Borrower recognizes and affirms that the lien of the aforesaid Mortgage held by Mortgagee is a valid and existing lien on the real property located in Cook County, State of Illinois, legally described in Exhibit "A" attached hereto and incorporated by reference herein ("Premises").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. The foregoing recitals are incorporated by this reference as if fully set forth herein.

2. Borrower hereby covenants, promises and agrees to perform each and all of the covenants, agreements and obligations contained in the Mortgage and Note to be performed by Borrower therein at such time and in such manner in all respects as provided therein and to be bound by all the terms and provisions of said Mortgage and Note as modified hereby.

BOX 333-CT

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3. The Mortgage and Note shall be modified to provide as follows:

- (i) The Principal amount of the Note shall be 574,057.04.
- (ii) The Interest rate shall be 6.5%.
- (iii) Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following payment schedule:

Borrower will pay this loan in accordance with the following payment schedule: 36 monthly consecutive principal and interest payments in the initial amount of \$ 3,749.56 each, beginning September 24, 2002, with interest calculated on the unpaid principal balance at an initial interest rate of 6.500% per annum; 59 monthly consecutive principal and interest payments in the initial amount of \$ 3,467.39 each, beginning September 24, 2005, with interest calculated on the unpaid principal balance at an interest rate based on the Weekly Average Yield on U.S. Treasury Securities to a Constant Maturity of (5) Five Year (currently 2.930%), plus a margin of 2.750%, resulting in an initial interest rate of 5.680%; and one principal and interest payment of \$ 496,805.73 on August 24, 2010, with interest calculated on the unpaid principal balance at an interest rate based on the Weekly Average Yield on U.S. Treasury Securities Adjusted to a Constant Maturity of (5) Five Year (currently 2.930%), plus a margin of 2.750%, resulting in an initial interest rate of 5.680%. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

- (iii) Under no circumstances will the interest rate on this Note be less than 5.500% per annum or more than the maximum rate allowed by applicable law.
- (iv) The Modification fee shall be \$14,073.02.

4. Borrower agrees that all references in the Note and in this document to the "Mortgage", "Trust Deed" or "Security Instrument" shall be deemed to be reference to the Mortgage as modified hereby, and Borrower further agrees, recognizes and affirms that the Mortgage is hereby supplemented and modified to secure the Note as modified hereby.

5. Borrower agrees that all references in the Mortgage to the "Note" shall be deemed to be references to the Note as modified hereby.

6. Except as herein modified, the terms and covenants of the Mortgage and Note shall remain in full force and effect.

7. Borrower represents and warrants to Mortgagee that there are no mortgages or subsequent liens presently outstanding against the Premises other than the aforementioned Mortgage.

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8. The Premises shall remain in all respects subject to the lien, charge and encumbrance of the Mortgage and nothing done pursuant hereto shall affect or hinder the conveyance affected by the Mortgage except as expressly provided herein; provided, further, that the parties hereto expressly agree that the lien of the Mortgage is a valid and existing lien on the Premises, and execute this Agreement on the express condition that the execution of this Modification to Mortgage and Note will not impair the lien of said Mortgage, and that upon a breach of said condition, that this Agreement will not take effect and shall be void.

9. This Modification to Mortgage and Note, together with the original Mortgage and Note, shall constitute the terms and conditions of the Mortgage and the Note and shall be binding upon Borrower and its successors and assigns.

10. This Modification and the terms contained herein shall become effective on August 24, 2002.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first written above.

BORROWER(S):



Petros Papadatos



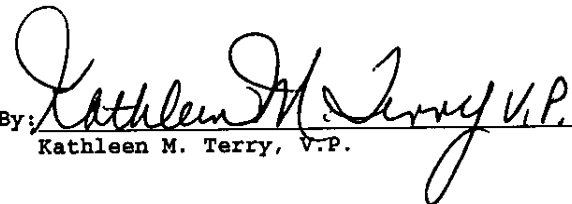
Agatha Kominos Papadatos

Gerasimos Kominos



Leonidas Kominos

COVEST BANC

By: 

Kathleen M. Terry, V.P.

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public and for said County, in the State aforesaid, do hereby certify that **Petros Papadatos** personally known to me to be the same persons who subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 23rd day of September, 2002.

Liliana Klos
Notary Public
My Commission Expires:

OFFICIAL SEAL
LILIANA KLOS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 09/23/05

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public and for said County, in the State aforesaid, do hereby certify that **Agatha Kominos Papadatos**, personally known to me to be the same persons who subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 23rd day of September, 2002.

Liliana Klos
Notary Public
My Commission Expires:

OFFICIAL SEAL
LILIANA KLOS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 09/23/05

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public and for said County, in the State aforesaid, do hereby certify that **Gerasimos Kominos**, personally known to me to be the same persons who subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 23rd day of September, 2002.

Liliana Klos
Notary Public
My Commission Expires:

OFFICIAL SEAL
LILIANA KLOS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 09/23/05

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public and for said County, in the State aforesaid, do hereby certify that Leonidos Kominos, personally known to me to be the same persons who subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 23rd day of September, 2002.

Liliana Klos
Notary Public
My Commission Expires:

UNOFFICIAL SEAL
LILIANA KLOS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 09/15/05

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public and for said County, in the State aforesaid, do hereby certify that Kathleen M. Terry, personally known to me to be the same persons who subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 23rd day of September, 2002.

Liliana Klos
Notary Public
My Commissions Expires:

UNOFFICIAL SEAL
LILIANA KLOS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 09/15/05

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8. The Premises shall remain in all respects subject to the lien, charge and encumbrance of the Mortgage and nothing done pursuant hereto shall affect or hinder the conveyance affected by the Mortgage except as expressly provided herein; provided, further, that the parties hereto expressly agree that the lien of the Mortgage is a valid and existing lien on the Premises, and execute this Agreement on the express condition that the execution of this Modification to Mortgage and Note will not impair the lien of said Mortgage, and that upon a breach of said condition, that this Agreement will not take effect and shall be void.

9. This Modification to Mortgage and Note, together with the original Mortgage and Note, shall constitute the terms and conditions of the Mortgage and the Note and shall be binding upon Borrower and its successors and assigns.

10. This Modification and the terms contained herein shall become effective on August 24, 2002.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first written above.

BORROWER(S):

Petros Papadatos

Agatha Konina Papadatos

Gerassimos Koninos

Leonidos Koninos

COVEST BANC

By: Kathleen M. Terry, V.P.

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EXHIBIT "A"

LEGAL DESCRIPTION:

LOTS 27 AND 28 IN BLOCK 1 IN LYFORD AND MANN'S ADDITION TO CRAGIN
IN THE SOUTHEAST $\frac{1}{4}$ OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER

13-33-403-024-0000

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