

# UNOFFICIAL COPY

## LOAN MODIFICATION AGREEMENT AND AMENDMENT TO NOTE AND MORTGAGE AND ASSIGNMENT OF RENTS AND LINE OF CREDIT LOAN AGREEMENT

DEPT-01 RECORDING \$31.50  
T#0000 TRAN 5727 12/23/93 11:53:00  
#9385 # \*-03-058099  
Loan NO. COOK COUNTY RECORDER

**03058099**

51384497

This Loan Modification Agreement and Amendment To the Note and Mortgage and Assignment of Rents and Line of Credit Loan Agreement is entered into this 16 day of December, 1993, by and between The National Bank of Greece, S.A., CHICAGO BRANCH as Lender, and Standard Bank and Trust Company as Trustee U/T/A dtd 5/7/92 a/k/a Tr. No. 13236 and Leo Yannopoulos, Dimitrios Karamagiannis and Athenian Body Shop and Sales, Inc. d/b/a Hellas Auto Sales as Successor in interest to Hellas Auto Sales, Inc, as Borrower.

WHEREAS, the Lender and Borrower have entered into a Line of Credit and Loan Agreement by terms of which Lender has extended One Hundred Sixty Thousand (\$160,000.00) Dollars secured by a Mortgage and Assignment of Rents dated October 19, 1992 and recorded October 26, 1992 as Document No. 92793018/19; and

WHEREAS, the Lender has extended a Line of Credit in the amount of One Hundred Sixty Thousand (\$160,000.00) Dollars (Maximum) and enabling Standard Bank and Trust Company as Trustee, not personally, and Leo Yannopoulos, Dimitrios Karamagiannis and Athenian Body Shop and Sales, Inc. d/b/a Hellas Auto Sales as Successor in interest to Hellas Auto Sales, Inc. to borrow monies from Lender, and

WHEREAS, the parties desire to extend the Line of Credit for an additional period of one (1) year to be secured by the same collateral as the original line of credit was secured by.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, it is agreed as follows:

1. Amendment to the Note and Mortgage and Assignment of Rents and Line of Credit Loan Agreement The Note and Mortgage and Assignment of Rents and Line of Credit Loan Agreement is hereby amended as follows:

(a) A monthly payment of interest only will be payable at the rate specified therein each and every month for 12 consecutive months commencing on January 16, 1994, monthly with a final payment of the entire outstanding principal balance plus any accrued interest due if not sooner paid, shall be due and payable on December 16, 1994.

(b) The Maturity Date of the Note and Mortgage and Assignment of Rents and Line of Credit Loan Agreement is extended to December 16, 1994.

3150  
Ⓢ

03058099

UNOFFICIAL COPY

88722520

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

-2-

## 2. Continued Effectiveness of Documents


In all other respects the Note and Mortgage and Assignment of Rents and Line of Credit Loan Agreements shall remain unchanged and in full force and effect and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Loan Modification Agreement and Amendment to Note and Mortgage and Assignment of Rents and Line of Credit Loan Agreement to be executed on the date hereof, Standard Bank and Trust Company not personally, but as Trustee as aforesaid has caused these presents to be signed by its Vice President-Trust Officer, and its corporate seal to be hereto affixed and attested by its Assistant-trust Officer the day and year first written above. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding only that portion of the trust properly specifically described herein, and this instrument is executed and delivered by said trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Standard Bank and Trust Company on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

NATIONAL BANK OF GREECE, S.A.

BY:   
J. Psarianos, Deputy Manager

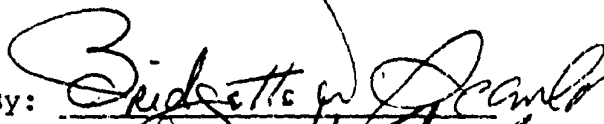
  
Leo Yannopoulos

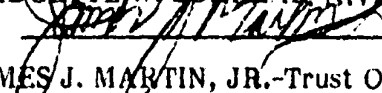
BY:   
B. Baum, Sr. Loan Officer

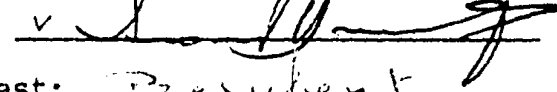
  
Dimitrios Karamagiannis

Standard Bank and Trust Co.  
as Trustee as aforesaid

Athenian Body Shop and Sales, Inc.  
d/b/a Hellas Auto Sales as  
Successor in interest to Hellas  
Auto Sales, Inc.

BY:   
BRIDGETTE W. SCHMITT, S.E., V.P. & T.O.

Attest:   
JAMES J. MARTIN, JR.-Trust Officer

By:   
Attest: President

680157030

UNOFFICIAL COPY

Property of Cook County Clerk's Office

03055699

UNOFFICIAL COPY

STATE OF ILLINOIS]
COUNTY OF COOK ] SS

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO A.V.P.&T.O. HEREBY CERTIFY, that BRIDGETTE W. SCANLAN Vice-President-Trust Officer of Standard Bank and Trust Company and JAMES J. MARTIN, JR. Trust Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such A.V.P.&T.O. Vice-President-Trust Officer, and -Trust Officer, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant-Trust Officer then and there acknowledged that said Assistant-Trust Officer, as custodian of the corporate seal of said bank to said instrument as said -Trust Officers own free and voluntary act of said bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal, this 17th day of December, 1993.

Notary Public signature: Kathleen Jurasek

(SEAL)

My Commission Expires:



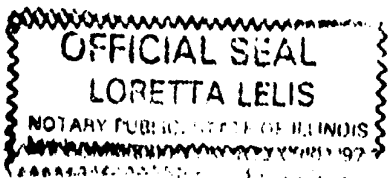
STATE OF ILLINOIS]
COUNTY OF COOK ] SS

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above named John Psarianos and Brent Baum, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument appeared before me this day in person and personally acknowledged that he/she/they signed and delivered the said instrument as their full and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal, this 16 day of December, 1993.

Notary Public signature: Loretta Lelis

(SEAL)



My Commission Expires:

9-1-97

03068669

UNOFFICIAL COPY

Property of Cook County Clerk's Office

03055059

# UNOFFICIAL COPY

-4-

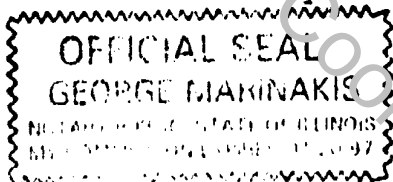
STATE OF ILLINOIS ]  
                               ] SS  
 COUNTY OF COOK ]

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid DO HEREBY CERTIFY, that the above named LEO YANNOPOULOS 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 severally acknowledged that they signed and delivered the said instrument as such Officers of said CORPORATION and caused the seal of said \_\_\_\_\_ to be thereunto affixed as their free and voluntary act and deed of said CORPORATION, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 16th day of December, 1992.

  
 \_\_\_\_\_  
 Notary Public

(SEAL)



My Commission Expires: \_\_\_\_\_

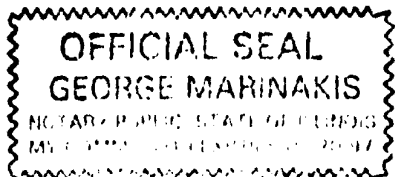
STATE OF ILLINOIS ]  
                               ] SS  
 COUNTY OF COOK ]

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above named Leo Yannopoulos personally known to me to be the same person (s) is/are subscribed to the foregoing instrument, appeared before me this day in person and personally acknowledged that he/she/they signed and delivered the said instrument as their full and voiluntary act, for the uses and purposes set forth.

GIVEN under my hand and Notarial Seal, this day of Dec. 16, 1992.

  
 \_\_\_\_\_  
 Notary Public

(SEAL)



My Commission Expires: \_\_\_\_\_

03052033

UNOFFICIAL COPY

Property of Cook County Clerk's Office

68055009





UNOFFICIAL COPY

Property of Cook County Clerk's Office

03055089

# UNOFFICIAL COPY

-6-

This Rider Hereto Attached and made a part of  
LOAN MODIFICATION AGREEMENT AND AMENDMENT TO NOTE  
MORTGAGE AND ASSIGNMENT OF RENTS  
AND LINE OF CREDIT AGREEMENT  
Dated DECEMBER 16, 1993 between  
STANDARD BANK and TRUST CO. as Trustee U/T/A dated May 7, 1992  
known as Trust No. 13236 et al  
and NATIONAL BANK OF GREECE, S.A., CHICAGO BRANCH

## LEGAL DESCRIPTION:

Lots 8 and 9 and the North  $\frac{1}{2}$  of the vacated private road adjoining the South Line of aforesaid Lots in James Industrial Trail Subdivision of that part of the South  $\frac{1}{2}$  of the South West  $\frac{1}{4}$  of Section 8, Township 37 North, Range 13 East of the Third Principal Meridian, which lies West of the Northwest Property Line of the Wabash Railroad and North of the North Line of the Southwest drainage district feeder in all Cook County, Illinois.

P.I.N. 24-08-317-001 and 24-08-317-002

## COMMON ADDRESS:

10101 S. Ridgeland Avenue  
Chicago Ridge, Illinois 60415

## THIS INSTRUMENT WAS PREPARED BY:

L. LELIS  
NATIONAL BANK OF GREECE, S.A.  
168 N. Michigan Avenue- 2nd flr.  
Chicago, Illinois 60601

## RECORD AND RETURN TO:

NATIONAL BANK OF GREECE, S.A.  
Chicago Branch  
168 N. Michigan Avenue  
Chicago, Illinois 60601

Attn: Loan Dept.

63055039

UNOFFICIAL COPY

Property of Cook County Clerk's Office

05054999