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## LOAN MODIFICATION AGREEMENT AND AMENDMENT TO NOTE AND COMMERCIAL MORTGAGE SECURITY AGREEMENT AND ASSIGNMENT OF RENTS

Loan No. 60027-01

This Loan Modification Agreement and Amendment To the Note \* is entered into this 9th day of SEPT., 1993, by and between The National Bank of Greece, S.A., CHICAGO BRANCH as Lender, and Chicago Title and Trust Co., as Trustee under Trust Agreement dtd 9-18-89, A/K/A Trust No.1093595, Borrower.

WHEREAS, the Lender has extended ONE HUNDRED THOUSAND and no/100 (\$100,000.00) DOLLARS which has a principal balance remaining of SEVENTY FOUR THOUSAND FIVE HUNDRED EIGHTY TWO AND 62/100 (\$74,582.62) DOLLARS enabling Chicago Title and Trust Co. as Trustee aforesaid to borrow monies from Lender, and

WHEREAS, the Lender will extend an additional 00.00 /100 (00.00) DOLLARS to Borrowers which is secured by the same 00.00 and,

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WHEREAS, the parties hereto are desirous of renewing said loan on the terms and conditions contained herein; and,

WHEREAS, the parties are hereby entering into this Loan Modification Agreement and Amendment to Note and \* because Borrower desires to extend payment of the balance due of principal of SEVENTY FOUR THOUSAND FIVE HUNDRED EIGHTY TWO and 62/100 (\$74,582.62) DOLLARS, and to extend the maturity of the Note for THIRTY SIX (36) months from the date hereof and,

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 \* The Note and \* is hereby amended as follows:

(a) The principal amount wherever said amount is expressed therein, is hereby amended to provide: SEVENTY FOUR THOUSAND FIVE HUNDRED EIGHTY TWO and 62/100 (\$74,582.62) DOLLARS.

(b) The interest rate of the Note wherever said amount is expressed therein, is hereby amended to provide: TWO AND ONE HALF (2 1/2%) percent above the Prime Commercial Rate of Interest charged from time to time by the Bank except that the rate shall be FOUR AND ONE HALF percent (4 1/2%) above the Prime Commercial Rate of Interest charged from time to time by the Bank after maturity.

BOX 333 - TL

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\*Commercial Mortgage, Security Agreement and Assignment of Rents as document No. 89592113

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- (c) A monthly payment of ONE THOUSAND THREE HUNDRED and no/100. (\$1,300.00) Dollars principal and interest due will be payable at the rate specified each and every month for THIRTY FIVE (35) consecutive months commencing Nov. 15 1993 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 Oct. 15, 1996. In the event that the actual interest charge in any month, when added to the principal due for such month, would exceed the fixed monthly payment of ONE THOUSAND THREE HUNDRED and 00/100 (\$1,300.00) DOLLARS, Borrower shall be charged an additional amount equal to such excess. Interest shall be computed on a 360-day year and shall be charged for the actual number of days elapsed. In no event shall the charge in any month be less than 8.5%.
- (d) The Maturity Date of the Note and \_\_\_\_\_ \* is extended to Oct. 15 1996.
- (e) If any payment of the principal and interest of the unpaid principal balance due under this note becomes overdue for a period of three (3) days, the maker shall pay FIVE (5) per cent of the amount of the the payments due or \$15.00, whichever is higher, and payments of principal and interest past due for thirty (30) days shall bear an interest at the rate of prime plus FOUR AND A HALF per cent ( 4 1/2/) per annum until paid. This change will defray part of the increased costs of collection resulting from such late payment. Such late charges shall be in addition to and separate from any increase in interest due the Lender as a result of the calculation of the interest due under this note at the default rate.

## 2. Continued Effectiveness of Documents

In all other respects the note and \_\_\_\_\_ \* 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 \_\_\_\_\_ \* to be executed on the date appearing on the first page hereof.

NATIONAL BANK OF GREECE, S.A.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

JOHN PSARIANOS  
DEPUTY MANAGER

DENNIS B. XENOS

JIM KONTOS

\* Commercial Mortgage, Security Agreement and Assignment of Rents as document  
NO. 89592113

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Attached exoneration rider is incorporated herein

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 of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property 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 Chicago Title 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.

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused this instrument to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY, as Trustee as aforesaid and not personally,

By [Signature] ASSISTANT VICE-PRESIDENT

Attest: [Signature] ASSISTANT SECRETARY

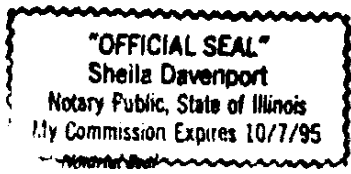
Corporate Seal

STATE OF ILLINOIS,

SS.

COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, 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 Company for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.



Given under my hand and Notarial Seal this NOV 16 1993 day of NOV 16 1993  
[Signature]  
Notary Public

NF86-1

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 Dennis B. Xenos 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 severally acknowledged that he/she/they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

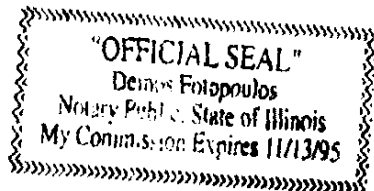
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GIVEN under my hand and Notarial Seal, this 9th day of SEPT, 1993.

[Signature]  
Notary Public

(SEAL)

My Commission Expires:



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STATE OF ILL )  
COUNTY OF Cook ) SS

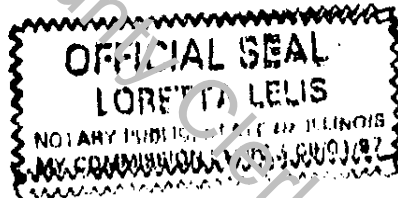
I, the undersigned, a Notary Public, in and for said County, in the State aforesaid DO HEREBY CERTIFY, that the above named JIM KONTOS personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged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

GIVEN under my hand and Notarial Seal, this 10<sup>th</sup> day of Nov, 1993.

Loretta Kelis  
Notary Public

(SEAL)

My Commission Expires: 9-1-97



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## EXHIBIT A

This Rider Hereto Attached and made a part of the  
LOAN MODIFICATION AGREEMENT  
dated SEPT. 9, 1993 between Chicago Title and Trust Co.,  
as Trustee U/T/A dated 9-18-89 A/R/A Trust No. 1093595  
and NATIONAL BANK OF GREECE, S.A., CHICAGO BRANCH

### PARCEL 1

Lot 122 in Cochran's subdivision of part of the block 21 in Canal trustees subdivision of section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

P.I.N.# 17-07-128-004-0000

### PARCEL 2

Lot 123 in Block 21 in Canal trustees subdivision of Section 7, Township 30 North, Range 14 East of the third Principal Meridian, in Cook County, Illinois

P.I.N. # 17-07-128-003-0000

### PARCEL 3

Lots 1 and 2 in the subdivision of Lots 23 to 25 inclusive in Cochran's and Bakers subdivision of block 28 in Canal trustees' subdivision of Section 7, Township 39 North, Range 14 East of the third Principal Meridian, in Cook County, Illinois

P.I.N. # 17-07-131-001 (Lot 1)

P.I.N. # 17-07-131-002 (Lot 2)

THIS INSTRUMENT WAS PREPARED BY:

PROPERTY ADDRESS:

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

Parcels 1 & 2 Commonly Known as:  
2051-55 W. Grand Ave., Chicago, Illinois 60612

Parcel 3 commonly known as:  
455-57 N. Hoyne, Chicago, Illinois

RECORD AND RETURN TO:  
NATIONAL BANK OF GREECE, S.A.  
Chicago Branch  
168 N. Michigan Avenue  
Chicago, Illinois 60601

Attn: Loan Dept.

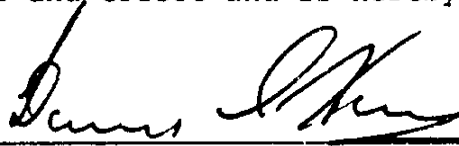
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## CONSENT OF GUARANTORS

The undersigned having entered into a Guaranty of Note, \_\_\_\_\_\*  
and Additional Collateral Documents hereby consents to the  
provisions of the foregoing Loan Modification Agreement and Amendment  
to Note and \_\_\_\_\_\* agree that their guaranty shall apply  
to the new loan amount of SEVENTY FOUR THOUSAND FIVE HUNDRED EIGHTY  
TWO THOUSAND and 62/100 (\$74,582.62) DOLLARS as provided therein, but  
shall otherwise in no way be altered or impaired thereby, and such  
Guaranty shall remain in full force and effect and is hereby  
reaffirmed by the undersigned.



\_\_\_\_\_  
DENNIS B. XENOS



\_\_\_\_\_  
JIM KONTOS

\*Commercial Mortgage, Security Agreement and Assignment of Rents as document

No. 89592113

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