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04037388

COOK COUNTY ILLINOIS
FILED FOR RECORD

Prepared by:
Steven J. Colompos
17130 Torrence Av.
Lansing, Il 60438
RETURN TO: Box 342

DEC 12 PM 2:35

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MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 12th day of September, 1994, between U.S. BANK, an Illinois Banking Corporation, f/k/a The Steel City Bank of Chicago, an Illinois Banking Corporation, f/k/a The Steel City National Bank of Chicago, hereinafter called First Party, and U.S. BANK, an Illinois Banking Corporation, f/k/a The Steel City Bank of Chicago, an Illinois Banking Corporation, f/k/a The Steel City National Bank of Chicago, as Trustee under Trusts No. 2439 and No. 2663, HERITAGE TRUST COMPANY, Successor Trustee to Heritage County Bank and Trust Company, as Trustee under Trusts No. 2761 and No. 2884, LAKESIDE BANK, as Successor Trustee to Hyde Park Bank and Trust Company, as Trustee under Trust No. 602, BEST IN THE WEST FOODS, INC., KOSMOS FOODS NO. 2, INC., DIMITRIOS KAMETAS, CRISTOS STEFOS, and MAKINOS MAKRIS, the present owners of the subject property and/or obligors under the Note, hereinafter called Second Party, WITNESSETH:

THAT, WHEREAS, First Party is the owner of that certain Note dated March 26, 1991, in the amount of THREE HUNDRED SEVENTY THOUSAND AND NO/100 (\$370,000.00) DOLLARS, secured by, among other things, three (3) recorded Mortgages of even date and recorded in the Cook County Recorder's Office on May 2, 1991 as Document No. Documents No. 91204694, No. 91204695, and No. 91204696, respectively, encumbering the real estate described as follows:

- See attached Exhibit "A" (Document No. 91204694)
- See attached Exhibit "B" (Document No. 91204695)
- See attached Exhibit "C" (Document No. 91204696)

~~AND, WHEREAS, the property set forth in Exhibit "A" shall be encumbered by a Mortgage recorded with this document.~~

AND, WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgages by changing the rate of interest charged under the Note, by modifying the schedule of repayment under said Note, by modifying the collateral held as security for the loan, by extending the maturity thereof, and by correcting a scrivener's error in the legal description of Document No. 91204694.

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

1. The current outstanding balance due under the Note is \$170,000.00.

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Handwritten initials

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2. The rate of interest charged under the Note shall be decreased from 11% per annum to 9 1/4% per annum.

3. The schedule of repayment under said Note shall be changed from the current schedule of monthly payments of \$7,000.00, including interest plus principal, to monthly installments of principal and interest, based on an 8-year amortization, in the amount of \$2,512.65, beginning October 12, 1994 and continuing on the 12th day of each month thereafter until the entire amount due is paid, except that all sums due, if not sooner paid, shall be due and payable on September 12, 1999.

4. The maturity date of the Note and Mortgages hereinbefore described is hereby extended from March 1, 1996 to September 12, 1999.

5. The Note shall be modified as to reflect the following:

a) The Assignment of Beneficial Interest in that certain trust agreement dated July 7, 1986 and known as Heritage Trust Company, Successor Trustee to Heritage County Bank and Trust Company, Trust No. 2884 and Mortgage covering the real estate contained therein are hereby deleted;

b) By agreement of the parties, Marinos Makris will not be a party to this Agreement but he will continue to be bound by the terms of the original Note.

6. Dimitrios Kametas agrees to pledge as additional collateral the sum of \$50,000 to be deposited with First Party no later than December 31, 1994. Failure to deposit said collateral shall be an Event of Default under the loan documents.

7. A security interest in and to a 1971 Chevrolet Corvette, Vehicle Identification No. 194371S110147.

8. The legal description in Exhibit "A" is hereby changed to reflect (except the West 9 feet and 11 inches of Lot 5) instead of the East 9 feet 11 inches of Lot 5.

9. In all other respects, the Note and Mortgages hereinbefore described shall remain unchanged and in full force and effect.

10. Second Party warrants and certifies that the indebtedness evidenced by the Note is a valid and subsisting debt of the Second Party that is in all respects free from all defenses, both in law and equity.

11. Notwithstanding the foregoing, Second Party expressly waives any defenses which it now has or may have or assert. Furthermore, in order to induce First Party to enter into this

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of and from any and all claims, demands, causes, causes of action, suits and/or judgments which it now has against First Party.

IN WITNESS WHEREOF, First Party has caused this instrument to be executed in its proper corporate name by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed, and Second Party have hereunto set their hands and seals, all on the day and year first aforesaid.

FIRST PARTY:

U.S. BANK

BY Thomas J. [Signature] V.P.

ATTEST [Signature] A.V.P.

SECOND PARTY:

TRUSTEE'S EXCULPATION: This Agreement is executed by U.S. BANK, an Illinois Banking Corporation, T/A/a The Steel City Bank of Chicago, an Illinois Banking Corporation, S/k/a The Steel City National Bank of Chicago, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 9, 1981 AND KNOWN AS TRUST NO. 2439, and AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 30, 1983 AND KNOWN AS TRUST NO. 2663, and 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 such Trustee 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.

(continued on next page)

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U.S. BANK, an Illinois Banking Corporation, f/k/a The Steel City Bank of Chicago, an Illinois Banking Corporation, f/k/a The Steel City National Bank of Chicago, NOT PERSONALLY BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 9, 1981 AND KNOWN AS TRUST NO. 2439

U.S. BANK, an Illinois Banking Corporation, f/k/a The Steel City Bank of Chicago, an Illinois Banking Corporation, f/k/a The Steel City National Bank of Chicago, NOT PERSONALLY BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 30, 1983 AND KNOWN AS TRUST NO. 2663

BY *Harold J. Diemer*
VICE PRESIDENT

BY *Harold J. Diemer*
VICE PRESIDENT

~~HERITAGE TRUST COMPANY, Successor Trustee to Heritage County Bank and Trust Company, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 25, 1985 AND KNOWN AS TRUST NO. 2761~~

LAKESIDE BANK, as Successor Trustee to Hyde Park Bank and Trust Company, NOT PERSONALLY BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 14, 1981 AND KNOWN AS TRUST NO. 602

BY _____
*

BY *Thomas J. Steeos*
VICE - PRESIDENT & TRUST OFFICER

BEST IN THE WEST FOODS, INC.

KOSMOS FOODS NO. 2, INC.

BY *Dimitrios Kametas*
ATTEST *Thomas J. Steeos*

BY *Dimitrios Kametas*
ATTEST _____

Dimitrios Kametas
DIMITRIOS KAMETAS

Thomas J. Steeos
CRISTOS STEEOS

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 *Brad Pittiere and Thomas Muncy*

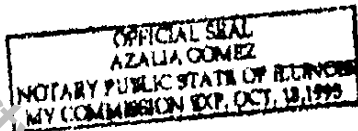
* Heritage Bank has refused to consent to the mortgage set forth herein contrary to the instructions of its beneficiary.

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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 Bank and caused the seal of said Bank to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of September, 1994.



Azalia Gomez
Notary Public

STATE OF ILLINOIS]
] SS
COUNTY OF COOK]

I, the undersigned, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named Burton L. Messick, VP + Trust Officer 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 Bank and caused the seal of said Bank to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Bank as the Trustee aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 23rd day of Sept., 1994.



Michele M. Larson
Notary Public

STATE OF ILLINOIS]
] SS
COUNTY OF COOK]

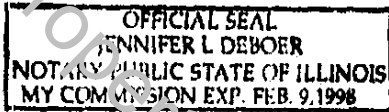
I, the undersigned, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named Marilyn G. Duvigne VP + Trust Officer personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day

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in person and severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Bank as the Trustee aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 24th day of September, 1994.

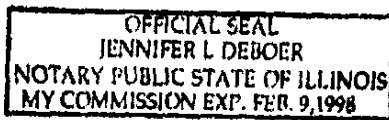


Jennifer L. DeBoer
Notary Public

STATE OF ILLINOIS]
] SS
COUNTY OF COOK]

I, the undersigned, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named Marilyn J. Quinn VP of [unclear] 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 Bank and caused the seal of said Bank to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Bank as the Trustee aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 24th day of September, 1994.



Jennifer L. DeBoer
Notary Public

STATE OF ILLINOIS]
] SS
COUNTY OF COOK]

I, _____, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named _____ 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 Bank and caused the

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seal of said Bank to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Bank as the Trustee aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this _____ day of _____, 1994.

Notary Public

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 Demetrius Kamata and Christa Lopez 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 corporation to be thereunto affixed as their free and voluntary act and as the 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 12th day of September, 1994.



Azalia Gomez
Notary Public

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 Demetrius Kamata 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 corporation to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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GIVEN under my hand and notarial seal this 17th day of September, 1994.



Azalia Gomez
Notary Public

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 DIMITRIOS KAMETAS and CRISTOS STEFOS, 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 their free and voluntary act, for the purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of September, 1994.



Azalia Gomez
Notary Public

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EXHIBIT "A"

Lots 1, 2, 3, 4 and 5 (except the West 9 feet and 11 inches of Lot 5), in Block 2 in B. F. George's Subdivision of the North West 1/4 of the North West 1/4 of the North East 1/4 of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 20-36-200-055

Common Address: 2017-25 E. 79th Street
Chicago, Illinois

EXHIBIT "B"

Lot 18 and the South 10 feet of Lot 19 in Wiegel and Kilgallen's Crawford Gardens Unit No. 1, a Subdivision of part of the East 1/2 of the North 1/2 of the South East 1/4 of Section 3, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 24-03-406-045

Common Address: 9257 Karlov Avenue
Oak Lawn, Illinois

EXHIBIT "C"

Lot 6 in Palos Meadows Unit Number 2, a Subdivision of the North 10 acres of the West 16 acres of the West 48 1/2 acres of the East 63 1/2 acres of that part of the South East 1/4 of Section 14, Township 37 North, Range 12, East of the Third Principal Meridian lying North of the centerline of the Calumet Feeder in Cook County Illinois.

PIN: 23-14-404-006

Common Address: 10721 South Palos Drive
Palos Hills, Illinois

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