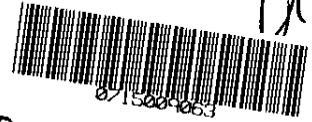


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Prepared By:
JAMES A. HASIER
MARTIN & KARCAZES, LTD.
161 N.Clark - #550
Chicago, Illinois 60601

Doc#: 0715009063 Fee: \$34.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/30/2007 11:18 AM Pg: 1 of 6

Mail to:
NORTH COMMUNITY BANK
3639 N. Broadway
Chicago, Illinois 60613

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made as of this 9th day of May 2007, by and between CHRISTOS LIAKOURAS (hereinafter the "Borrower") and CHICAGO TITLE LAND TRUST COMPANY, Successor to LASALLE BANK NATIONAL ASSOCIATION, Successor Trustee to Exchange National Bank of Chicago, as Trustee under a Trust Agreement dated June 18, 1969 and known as Trust No.10-22878-09 (the "Mortgagor") and NORTH COMMUNITY BANK, an Illinois banking corporation, with an office at 3639 N. Broadway, Chicago, Illinois 60613 (hereinafter called "Lender").

WITNESSETH:

This Agreement is based upon the following recitals:

A. On August 9, 2006, for full value Received, Christos Liakouras executed and delivered to Lender a Promissory Note in the principal amount of TWO MILLION ONE HUNDRED THOUSAND (\$2,100,000.00) DOLLARS (hereinafter called the "Note").

B. The Note is secured by a Junior Mortgage executed and delivered by LASALLE BANK NATIONAL ASSOCIATION, Successor Trustee to Exchange National Bank of Chicago, as Trustee under a Trust Agreement dated June 18, 1969 and known as Trust No.10-22878-09(the "Land Trust") in favor of Lender upon the real estate commonly known as 314-16 S. Halsted, Chicago, Illinois (the "Property"), recorded on September 15, 2006 as Document No. 0625842047 with the Cook County Recorder of Deeds (the "Mortgage") covering the property described below (hereinafter called the "Mortgaged Premises"):

THE NORTH 1/2 OF LOT 4 IN BLOCK 20 IN DUNCAN'S ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PIN: 17-17-228-013-0000

C. The Note is further secured by a first mortgage and assignment of leases and rents on the real estate commonly known as 310 S. Halsted Street, Chicago, Illinois, a pledge of 50 shares of Parthenon Restaurant, Inc., a pledge of 2,100 shares of Metropolitan Bank Group, Inc., and a security interest in the assets of Parthenon Restaurant, Inc.

D. Borrower has requested that certain modifications be made in the above-mentioned Note and Mortgage.

E. The outstanding principal balance of said Note as of 9th day of May 2007, is \$ 2,082,744.41.

F. Borrower and Mortgagor represents to Mortgagee that, other than the liens of Lender and of real estate taxes not yet due and payable and the lien of the existing mortgage of Metropolitan Bank and Trust Company, there exists no other prior liens and there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises (unless disclosed to Mortgagee, and such subsequent lienholder has agreed to consent to this Modification Agreement and subordinate its lien to the lien of the Mortgage, as herein modified, which Consent and Subordination is attached hereto as Exhibit "A"), and that the lien of the Mortgage, as herein modified, is a valid, junior subsisting lien of said Mortgaged Premises.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto do hereby mutually agree that the Note and Mortgage are hereby modified as follows:

1. Borrower will receive an additional advance of \$135,000.00 and the Note amount will be increased from \$2,100,000.00 to \$2,235,000.00 and the outstanding principal balance of the Note shall be increased from \$2,082,744.41 to \$2,217,744.41.
2. The unpaid principal balance, including the new funds advanced, shall continue to accrue at the fixed rate of EIGHT AND ONE QUARTER PER CENT PER ANNUM, computed daily on the basis of a three hundred sixty (360) day year for each day all or any part of the principal balance hereof shall remain outstanding. Installment payments of principal and interest in the amount **SEVENTEEN THOUSAND SIXTY NINE AND 18/100THS (\$ 17,069.18) DOLLARS** shall be payable each month on the 9th day of the month commencing June 9, 2007. The unpaid principal balance, along with any accrued unpaid interest, shall be payable on August 9, 2011.
3. As a condition to entering into this loan modification the undersigned has agreed to a loan modification fee of \$1,500.00 (the "Modification Fee") and to be responsible for any and all costs and fees incurred by Lender associated with the preparation and recordation of this Modification Agreement including title costs and attorney's fees. Further, it is understood

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and agreed that the foregoing charges are earned and due and payable upon execution of this Modification Agreement and shall be construed as additional indebtedness under the Consolidation Note.

4. All other terms and conditions of the Note and Mortgage shall remain in full force and effect.

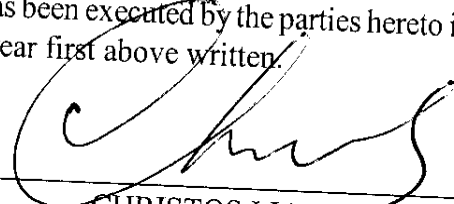
In consideration of the modification of the terms of the Note and Mortgage by Lender, as hereinabove set forth, Mortgagor and Borrower do hereby covenant and agree to pay the balance of the indebtedness evidenced by the Note and secured by the Mortgage as herein modified, and to perform the covenants contained in the Mortgage, and Mortgagor and Borrower represent to Lender that there is no senior or junior mortgage, or other subsequent or prior lien now outstanding against the Mortgaged Premises, except as otherwise disclosed herein, and that the lien of the Mortgage is a valid, second subsisting lien interest on said Mortgaged Premises.

Nothing herein contained shall in any manner whatsoever impair the Note and the Mortgage as modified hereby, or the lien created thereby or any other documents executed by Mortgagor or Borrower in connection therewith, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above-mentioned documents, except as herein expressly modified, nor affect or impair any rights, powers, or remedies of Mortgagee under any of the above-mentioned documents. Except as hereinabove otherwise provided, all terms and provisions of the Note, Mortgage and other instruments and documents executed in connection with the subject mortgage loan, shall remain in full force and effect and shall be binding upon the parties hereto, their successors and assigns.


This instrument is executed by CHICAGO TITLE LAND TRUST COMPANY, not personally, but as Trustee under a deed or deeds in trust delivered pursuant to the aforementioned Trust Agreement, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and CHICAGO TITLE LAND TRUST COMPANY hereby warrants that it possesses full power and authority to execute this instrument); and no personal liability shall exist or be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY generally or in any capacity other than as Trustee as aforesaid, because or in respect of this instrument, the Note so modified or the Mortgage securing the Note, and its liability as Trustee shall be limited to and enforceable only out of the Mortgaged Premises, by enforcement of the lien of the Mortgage, and no duty shall rest upon CHICAGO TITLE LAND TRUST COMPANY to sequester, hold or maintain as a continuing trust asset, any property now or hereafter held by it as Trustee as aforesaid, nor any of the income therefrom nor proceeds or avails of any sale or other disposition thereof.

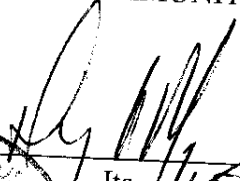
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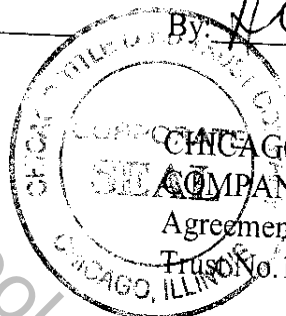
IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.


CHRISTOS LIAKOURAS

NORTH COMMUNITY BANK

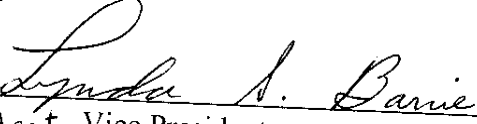
Attest: 
Its ASST. VICE PRESIDENT

By: 
Its Senior Vice President



CHICAGO TITLE LAND TRUST COMPANY as Trustee under a Trust Agreement dated June 18, 1969 and known as Trust No. 10-22878-09

Attest: Attestation not required pursuant to corporate by-laws.
Secretary

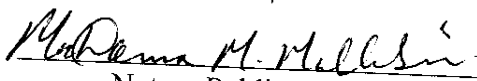
By: 
Asst. Vice President

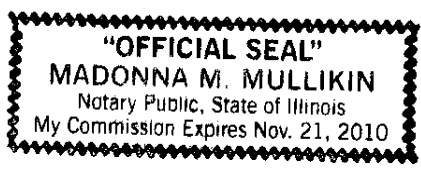
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

ATTACHED EXEMPTION RIDER IS INCORPORATED HEREIN

I, MADONNA M. MULLIKIN, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, DIEGO A. MANGAWAN, personally known to me to be the same person whose name is subscribed to the foregoing instrument and personally known to me to be the SR. VICE PRESIDENT for NORTH COMMUNITY BANK and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act and deed, for the uses and purposes therein set forth, and the said instrument was signed, sealed and delivered in the name and in behalf of said corporation as the free and voluntary act of said corporation for the uses and purposes set forth.

Given under my hand and notarial seal this 9TH day of MAY, 2007.


Notary Public



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It is expressly understood and agreed by and between the parties hereto, anything 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 CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant 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.

County Clerk's Office

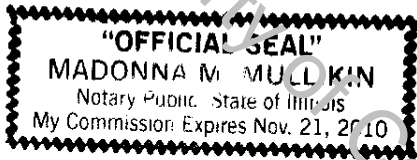
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said county, in the aforesaid State, do hereby certify that CHRISTOS LIAKOURAS, known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of MAY, 2007.

Madonna M. Mullikin
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 on this day personally appeared before me, LINDA S. BARRIE and _____, personally known to me to be the same persons whose names are subscribed to the foregoing instrument and personally known to me to be the Asst Vice President and _____ Secretary of CHICAGO TITLE LAND TRUST COMPANY, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth, and that the seal affixed to the foregoing instrument is the corporate seal and the said instrument was signed, sealed and delivered in the name and in behalf of said corporation as the free and voluntary act of said corporation for the uses and purposes set forth.

Given under my hand and notarial seal this 25th day of May, 2007

Sherrithe Pearson
Notary Public

