

THIS DOCUMENT PREPARED BY:

Foster Bank
5225 N. Kedzie Avneue
Chicago, IL 60625



AFTER RECORDING MAIL TO:

FOSTER BANK
LOAN DEPARTMENT
5225 N. KEDZIE AVENUE
CHICAGO, ILLINOIS 60625

3 all

EXTENSION AGREEMENT

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76-67-866 JLD CTI

This Indenture, made this 10th day of October, 1998, by and between **FOSTER BANK**, an Illinois Banking Corporation, 5225 North Kedzie Avenue, Chicago, Illinois 60625, the owner of the mortgage hereinafter described, and **Chardel Enterprises Partnership**, representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"),

W I T N E S S E T H:

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal promissory note or notes of Chardel Enterprises Partnership dated June 27, 1997 secured by a mortgage recorded July 7, 1997, in the office of the Recorder of Cook, County, Illinois, as document number 97485980 conveying to Foster Bank certain real estate in Cook County, Illinois described as follows:

LOT 18 IN HINDIMANS SUBDIVISION OF THE CHICAGO RIVER OF BLOCK 4 IN JACKSON'S SUBDIVISION OF THE SOUTHEAST ¼ OF SECTION 11, AND THE SOUTHWEST ¼ OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly Known As: 5144 North Troy, Chicago, IL

Permanent Index Number(s): 13-12-300-015-0000

2. The amount remaining unpaid on the indebtedness is Six Hundred Twenty One Thousand Three Hundred Seventy and Thirty Three Cents UNITED STATES DOLLARS (\$621,370.33).

BOX 333-CTI

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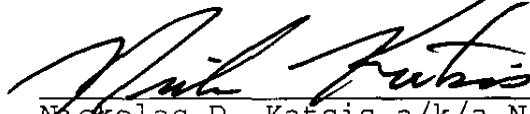
3. Said remaining indebtedness of \$621,370.33 shall be paid on or before July 1st, 2004 as provided in the promissory note or notes, copies of which are attached hereto as **Exhibit A**.

4. If any part of said indebtedness or interest thereon be not paid at the maturity thereof as provided in the promissory note or notes, or if default in the performance of any other covenant of the Owner shall continue after written notice thereof, the entire principal sum secured by said mortgage, together with the then accrued interest thereon, shall, without notice, at the option of the holder or holders of said principal note or notes, become due and payable, in the same manner as if said extension had not been granted.

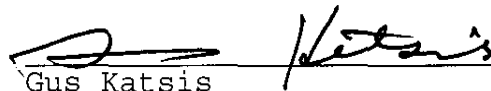
5. This Extension Agreement is supplementary to said mortgage. All the provisions thereof and of the principal note or notes, including the right to declare principal and accrued interest due for any cause specified in said mortgage or notes, but not including any prepayment privileges unless herein expressly provided for, shall remain in full force and effect except as herein expressly modified. The Owner agrees to perform all the covenants of the grantor or grantors in said mortgage. The provisions of this indenture shall inure to the benefit of any holder of said principal note or notes and interest notes and shall bind the heirs, personal representatives and assigns of the Owner. The Owner hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois with respect to said real estate. If the Owner consists of two or more persons, their liability hereunder shall be joint and several.

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year first above written.

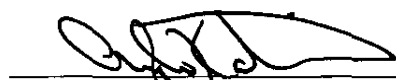
Chardel Enterprise, A Partnership
By all of its partners:




Nickolas D. Katsis a/k/a Nicholas Katsis
A/k/a Nickolaos Katsis a/k/a Nick Katsis



Gus Katsis



Angelo Katsis



Tom Vassiliou

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

08099234

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Nickolas D. Katsis a/k/a Nicholas Katsis a/k/a Nickolas Katsis a/k/a Nick Katsis , Gus Katsis, Angelo Katsis, and Tom Vassiliou, who is(are) 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 acknowledged that (s)he(they) signed, sealed and delivered the said instrument as his(her)(their) free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of October, 1998.

SEAL

Katrin Ganjani
Notary Public

My Commission Expires:



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FOSTER BANK
5225 North Kedzie Avenue
Chicago, Illinois 60625
(773) 588-3355 "LENDER"
American National Bank and
Trust Company of Chicago,
As Successor Trustee to:
Associated Bank Chicago

BORROWER
Gladstone-Norwood Trust and Savings Bank,
as Trustee, under Trust Agreement
No. 1035 dated MARCH 3, 1986
Chardel Enterprises Partnership
Glandstone-Norwood Trust and Savings Bank,
as Trustee, under Trust Agreement No.
1035 dated April 18, 1986.
ADDRESS
5200 N. Central Avenue
Chicago, IL 60630
TELEPHONE NO. IDENTIFICATION NO.

EXTENSION AND
AMENDMENT TO
COMMERCIAL/
AGRICULTURAL
PROMISSORY NOTE

Table with 6 columns: EXISTING NOTE INFORMATION, INTEREST RATE, PRINCIPAL AMOUNT/CREDIT LIMIT, FUNDING/AGREEMENT DATE, MATURITY DATE, CUSTOMER NUMBER, LOAN NUMBER. Values include 8.500%, \$650,000.00, 06/27/97, 07/01/04, 0666602, 9001.

EXTENSION AND AMENDMENT TO NOTE

Effective 10/01/98, Borrower and Lender mutually agree that the Note identified above is amended as follows:

- EXTENSION: The term of the Note is extended to...
INTEREST RATE: The interest rate on the Note identified above shall be changed to:
A fixed rate of SEVEN AND 875/1000 percent (7.875%) per annum or the maximum interest rate Lender is permitted to charge by law, whichever is less.

The Index Rate used for this Note shall be:

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The current Independent Index Rate is... percent... Therefore, the Initial interest rate on this extended/amended Note shall be... percent...

MINIMUM RATE/MAXIMUM RATE: The minimum interest rate on this Note shall be... percent... The maximum interest rate on this Note shall not exceed... percent...

- PAYMENT SCHEDULE: Borrower shall pay the principal and interest on the Note according to the following schedule:
ON DEMAND, BUT IF NO DEMAND IS MADE, THEN
68 PAYMENTS OF \$934.63 BEGINNING NOVEMBER 1, 1998 AND CONTINUING AT MONTHLY TIME INTERVALS THEREAFTER. A FINAL PAYMENT OF THE UNPAID PRINCIPAL BALANCE PLUS ACCRUED INTEREST IS DUE AND PAYABLE ON JULY 1, 2004.

This Instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it, and by the capacity as Trustee and not personally, its personal liability or personal responsibility is assumed by or that at any time be assessed or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

ADDITIONAL TERMS:

INSURANCE: If Borrower has purchased credit life or credit accident and health insurance, this insurance may only cover payments made under the existing Note. The insurance policies or certificates may need to be rewritten to cover the term of the Note as extended/amended by this Agreement.

ADDITIONAL DOCUMENTS: Borrower agrees to execute any additional documents that Lender may request in connection with this extension/amendment of the existing Note.

INCORPORATION: The terms, definitions, and conditions of the existing Note are incorporated by this reference, and shall remain in full force and effect except as specifically extended/amended by this Agreement.

RESERVATION OF RIGHTS: If a Borrower under the existing Note does not sign this Agreement, such Borrower will remain liable under the terms and conditions contained in the existing Note if not released from those obligations in a writing signed by Lender.

Table with 6 columns: AMENDED NOTE INFORMATION, INTEREST RATE, PRINCIPAL AMOUNT/CREDIT LIMIT, FUNDING/AGREEMENT DATE, MATURITY DATE, CUSTOMER NUMBER, LOAN NUMBER. Values include 7.875%, \$621,370.33, 10/01/98, 07/01/04, 0666602, 9001.

THE UNDERSIGNED WAIVE ALL KNOWN AND UNKNOWN, ABSOLUTE AND CONTINGENT, CLAIMS, DEFENSES, SETOFFS OR COUNTERCLAIMS AGAINST LENDER OR ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS AS OF THE DATE OF THIS AGREEMENT.

EXTENSION/AMENDMENT DATE: OCTOBER 1, 1998

American National Bank and Trust Company of Chicago, As Successor Trustee to: Associated Bank Chicago
BORROWER: Gladstone-Norwood Trust and Savings Bank, as Trustee under Trust Agreement No. 1028
By: Gus Katsis, Partner
BORROWER: Chardel Enterprises Partnership
By: Gus Katsis, Partner
BORROWER: Chardel Enterprises Partnership
By: Tom Vassiliou, Partner
BORROWER:

LENDER: FOSTER BANK
Mark S. Craig, Senior Vice President
BORROWER: Chardel Enterprises Partnership
By: Nickolas P. Katsis a/k/a Nicholas Katsis a/k/a Nickolas Katsis a/k/a Nick Katsis, Partner
BORROWER: Chardel Enterprises Partnership
By: Angelo Katsis, Partner
BORROWER: Gladstone-Norwood Trust and Savings Bank as Trustee under Trust Agreement No 1035 dated April 18, 1986.
By: Gus Katsis, Partner
not personally, but as Trustee

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COMMERCIAL MORTGAGE BALLOON NOTE

08099234

\$650,000.00

Chicago, Illinois
June 27, 1997

FOR VALUE RECEIVED, CHARDEL ENTERPRISES PARTNERSHIP, GLADSTONE-NORWOOD TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 31, 1986 AND KNOWN AS TRUST NUMBER 1028 and GLADSTONE-NORWOOD TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 18, 1986 AND KNOWN AS TRUST NUMBER 1035, jointly and severally (whether one or more, herein called the "Mortgagor"), promises to pay to the order of the FOSTER BANK, an Illinois banking corporation (the "Lender") at its office at 5225 North Kedzie Avenue, Chicago, Illinois 60625, the principal sum of SIX HUNDRED FIFTY THOUSAND UNITED STATES DOLLARS (\$650,000.00).

Each payment of principal and interest shall be due on the first day of each month of each year and will be applied to interest and charges before principal. The loan evidenced by this Commercial Mortgage Balloon Note (the "Note") shall be amortized over 180 consecutive monthly installments of both principal and interest. Each installment of principal and interest shall be \$6,481.00. The first installment shall be due on AUGUST 1, 1997. All amounts owed under this Note shall be paid in full on JULY 1, 2004.

The unpaid principal amount from time to time outstanding hereunder shall bear interest at the rate of EIGHT AND ONE-HALF PERCENT (8 1/2%) per year.

If the Lender has not received the full amount of any, monthly payment by the end of 15 calendar days after the date it is due, a late charge equal to 5% of the overdue payment of principal and interest shall be charged.

After default the unpaid principal amount outstanding shall bear interest at a rate equal to 13.5%.

Interest shall be computed for the actual number of days elapsed on the basis of a year consisting of 360 days.

Payments of both principal and interest are to be made in immediately available funds in lawful money of the United States of America.

THIS NOTE IS SECURED BY COMMERCIAL MORTGAGES

This Note evidences indebtedness secured by a Commercial Mortgage ("Mortgage") of even date herewith (and, if amended, all amendments thereto) between the undersigned or a trustee for a beneficiary of the undersigned and the Lender. This Note is subject to the terms and conditions of the Mortgage and all the terms, covenants, and conditions of the Mortgage are incorporated herein and made a part hereof by this reference, including those under which this Note may have its due date accelerated. In addition to all other events of default and provisions under which this Note may have its due date accelerated, Paragraph 19 of the Mortgage, incorporated herein, provides:

"19. Restrictions on Transfer. It shall be an Event of Default hereunder and the Indebtedness Hereby Secured shall be immediately due and payable (to the extent permitted by law) if, without the prior written consent of the Mortgagee, any one or more of the following shall occur:

(a) If the Mortgagor shall create, effect or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Premises or any part thereof or interest therein, excepting only sales or other dispositions of Collateral (herein called "Obsolete Collateral") no longer useful in connection with the operation of the Premises, provided that prior to the sale or other disposition thereof, such Obsolete Collateral has been replaced by new Collateral, subject to the first and prior lien hereof, of at least equal value and utility;

(b) If the Mortgagor is a trustee, then if any beneficiary of the Mortgagor shall create, effect, or consent to, or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest, or other encumbrance or alienation of all or any portion of such beneficiary's beneficial interest in the Mortgagor;

(c) If the Mortgagor is a corporation, or if any corporation is a beneficiary of a trustee mortgagor, then if any shareholder of such corporation shall create, effect or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of any such shareholder's shares in such corporation; provided that if such corporation is a corporation whose stock is publicly traded on a national securities exchange or on the "Over The Counter" market, then this subparagraph 19(c) shall be inapplicable;

(d) If the Mortgagor is a partnership or joint venture, or if any beneficiary of a trustee mortgagor is a partnership or joint venture, then if any partner or joint venturer in such partnership or joint venture shall create, effect, or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest, or other encumbrance or alienation of all or any part of the partnership interest or joint venture interest, as the case may be, of such partner or joint venturer (provided that the Mortgagee shall not unreasonably withhold its consent to any of the foregoing with respect to any limited partnership interest);

in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided that the foregoing provisions of this Paragraph 19 shall not apply to (i) liens securing the Indebtedness Hereby Secured, (ii) the lien of current taxes and assessments not in default, and (iii) any transfers of the Premises, or part thereof, or interest therein, or any beneficial interests, or shares of stock or partnership or joint venture interests as the case may be, in the Mortgagor or any beneficiary of a trustee mortgagor by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate, personal representatives, or committee, the provisions of this Paragraph 19 shall be operative with respect to, and shall be binding upon, any persons who, in accordance with the terms hereof or otherwise shall acquire any part of or interest in or encumbrance upon the Premises, or such beneficial interest in, shares of stock of, or partnership or joint venture interest in, the Mortgagor or any beneficiary of a trustee mortgagor."

The undersigned agrees to pay all expenses, including reasonable attorneys' fees and legal expenses, incurred by the holder of this Note in attempting to collect any amounts payable hereunder. The undersigned irrevocably waives presentment, protest, demand and notice of any kind in connection herewith.

A prepayment penalty of Three Percent (3%) of the loan balance will be assessed on all partial or full payments during the first year, unless excused by operation of law.

This Note is made under and governed by the internal laws of the State of Illinois, and shall be deemed to have been executed in the State of Illinois.

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GLADSTONE-NORWOOD TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 31, 1986 AND KNOWN AS TRUST NUMBER 1028

This Document is signed by Associated Bank, Gladstone-Norwood not individually but solely as Trustee under a certain Trust Agreement known as Trust No. 1028. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any trust property which may be held thereunder, and said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of Associated Bank, Gladstone-Norwood is hereby expressly waived by the parties hereto and their respective successors and assigns.

BY: *Severdie Stark*
ITS: Assistant Trust Officer

ATTEST: *Raymond A. Clancy*
ITS: Assistant Vice President

"The Trustee in executing this document SPECIFICALLY EXCLUDES all representation of any environmental condition of the premises whether under the ILLINOIS ENVIRONMENTAL PROTECTION ACT or otherwise. The beneficiary of this Trust, has management and control of the premises and as such, has the authority on its/their own behalf to execute as environmental representative but not as agent for or on behalf of the Trustee."

GLADSTONE-NORWOOD TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 18, 1986 AND KNOWN AS TRUST NUMBER 1035

This Document is signed by Associated Bank, Gladstone-Norwood not individually but solely as Trustee under a certain Trust Agreement known as Trust No. 1035. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any trust property which may be held thereunder, and said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of Associated Bank, Gladstone-Norwood is hereby expressly waived by the parties hereto and their respective successors and assigns.

BY: *Severdie Stark*
ITS: Assistant Trust Officer

ATTEST: *Raymond A. Clancy*
ITS: Assistant Vice President

CHARDEL ENTERPRISES PARTNERSHIP, AN ILLINOIS PARTNERSHIP

BY ALL OF THE PARTNERS:


Nickolas D. Katsis
NICKOLAS D. KATSIS a/k/a NICHOLAS KATSIS a/k/a NICKOLAOS KATSIS a/k/a NICK KATSIS

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08099234


GUS KATSIS


ANGELO KATSIS


TOM VASSILIOU

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