



**NOTE AND MORTGAGE
MODIFICATION AGREEMENT**

**THIS NOTE AND MORTGAGE
MODIFICATION AGREEMENT** dated this
15th day of September, 1998, by and between
Eugene A. DiMonte, not individually, but as
Trustee of the John A. Maniatis Irrevocable
Trust dated 7/21/89, as Assignee of American
National Bank, successor to Lake Shore Bank,
f/k/a Lake Shore National Bank, a National
Banking Association ("Lender") and La Salle
National Trust, N.A., Successor Trustee to La
Salle National Bank and Trust Co., under trust
agreement dated June 19, 1985, and known as
Trust No. 109875 ("Borrower"), the Estate of John Maniatis and John Galanos (collectively referred
to as "Guarantors"), ~~LaSALLE NATIONAL BANK, Successor Trustee To~~

WITNESSETH:

WHEREAS, Borrower has executed and delivered to Lender that certain Note dated July
10, 1985, in the principal sum of \$1,600,000 (the "Note"), which Note is secured by:

- (i) a Mortgage/Trust Deed ("Mortgage"), recorded in the Office of the Recorder of
Deeds of Cook County, Illinois, as Document No. 85097281, as modified by certain
Modification and Extension Agreements recorded in the Office of the Recorder of
Deeds of Cook County, Illinois, as Documents No. 91564843 and 94311813 on
property commonly known as 159-167 East Ohio Street, Chicago, Illinois 60611, and
legally described as follows:

LOT A IN MARTIN'S CONSOLIDATION OF PART OF BLOCK 21 IN
KINZIE'S ADDITION TO CHICAGO, A SUBDIVISION OF NORTH
FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

P.I.N. 17-10-122-019;

- (ii) an Assignment of Rents recorded in the Office of the Recorder of Deeds of Cook
County, Illinois as Document No. 85097282 (the "Assignment") and as further
modified by certain Modification and Extension Agreements recorded in the Office

of the Recorder of Deeds of Cook County, Illinois, as Document Nos. 87361592, 91564843, and 94311813.

WHEREAS, the Note is jointly and severally guaranteed by the Guarantors pursuant to a Guaranty Agreement dated December 28, 1993, and the Note, Mortgage, Personal Guaranties, Assignment of Rents, and all other documents previously executed by the parties regarding this transaction are hereinafter collectively referred to as the "Loan Documents".

WHEREAS, the Borrower and Guarantors are desirous of extending the maturity date (as defined in the Note Mortgage as modified) from January 1, 1999 to January 1, 2000, with interest payable pursuant to the Note at eight percent (8%) per annum without any additional fee relative to such extension, and

WHEREAS, Lender is willing to consent to such changes subject to the terms and provisions hereinafter provided,

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and upon the express conditions that the lien of the Mortgage held by Lender is a valid, first and subsisting lien on the Premises and that the execution of this Modification Agreement will not impair the lien of said Mortgage and that there is no existing second mortgage or other liens subsequent to the lien of the Mortgage held by Lender that will not be paid in full and released concurrently herewith (for breach of which conditions, or either of them, this Modification Agreement shall not take effect and shall be void), **IT IS AGREED AS FOLLOWS:**

1. The parties represent and agree that the foregoing recitals are true and correct.
2. The Note is hereby modified as follows: The date, "January 1, 1999" as it appears in the Note is hereby amended to read, "January 1, 2000."
3. The interest rate payable pursuant to the Note as hereinabove modified, shall continue to be eight percent (8%) per annum. However, commencing with the payment due on October 1, 1998 and continuing on the first of each month thereafter until the maturity date of January 1, 2000, no further principal payment shall be required; interest only shall be due and payable.
4. The Mortgage is hereby modified to provide that references to the Note contained in the Mortgage are modified and amended to reflect the modifications and amendments set forth in this Agreement.
5. The Loan Documents are hereby amended to reflect the obligations and liabilities as hereby modified and amended.
6. Except for the modifications stated herein, the Loan Documents are not otherwise changed, modified or amended.

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7. The Premises described in the Mortgage shall remain in all events subject to the first lien, charge or encumbrance of the Mortgage, and nothing herein contained, and nothing done pursuant hereto, shall affect or be construed to effect the lien, charge or encumbrance of, or warranty of title in, or conveyance effected by the Mortgage, or the priority thereof over liens, charges, encumbrances or conveyances, or, except as expressly provided herein, to release or affect the liability of any party or parties whomsoever may now or hereafter be liable under or on account of the Loan Documents, nor shall anything herein contained or done in pursuance thereof affect or be construed to affect any other security or instrument, if any, held by Lender as security for or evidence of the aforesaid indebtedness.

8. This Agreement shall extend to and be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

9. The Borrower and Guarantors hereby ratify and confirms their obligations and liabilities under the Loan Documents, as hereby amended, and the liens and security interests created thereby, and acknowledges that it has no defenses, claims or set-offs against the enforcement by Lender of the obligations and liabilities of the Borrower under the Note and Mortgage, as so amended.

10. This Modification Agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of Illinois, including all matters of construction, validity and performance.

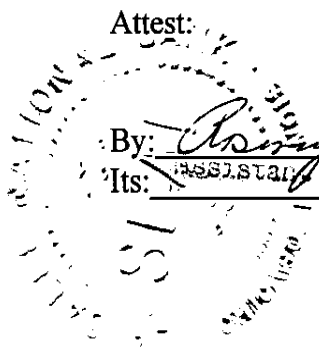
11. This Modification Agreement constitutes the entire agreement between the parties with respect to the aforesaid Modification and shall not be amended or modified in any way except by a document in writing executed by all of the parties thereto.

12. This Modification Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be one agreement.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date first above written.

LASALLE NATIONAL BANK, Successor Trustee to
 LA SALLE NATIONAL TRUST, N.A., Successor
 Trustee to LA SALLE NATIONAL BANK AND
 TRUST CO., not individually, but solely as Trustee
 Under Trust Agreement Dated June 19, 1985, and
 Known as Trust Agreement 109875.

Attest:
 By: *Christina Callan*
 Its: Assistant Secretary



By: *Joseph M. [Signature]*
 Its: SR VICE PRESIDENT

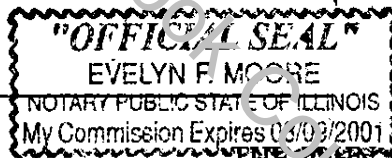
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOSEPH W. LANG, personally known to me as SR. VICE PRESIDENT of La Salle National Trust, N.A., a national banking association, and Rosemary Collins, its ~~assistant secretary~~, 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 acknowledged that as such SR. VICE PRESIDENT and ~~assistant Sec~~ of said bank, subscribed their names as their own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2nd day of Oct, 1998.

Evelyn F. Moore
Notary Public



My Commission Expires:

THE JOHN A. MANIATIS IRREVOCABLE TRUST DATED JULY 21, 1989

By: Eugene A. Di Monte
EUGENE A. DI MONTE, not individually, but solely as Trustee of the John A. Maniatis Irrevocable Trust Dated July 21, 1989

THE ESTATE OF JOHN A. MANIATIS

By: Eugene A. Di Monte
EUGENE A. DI MONTE, Executor

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 Eugene A. DiMonte, as Trustee and as Executor, as aforesaid, personally known to me to be the same person whose name is subscribed to the foregoing instrument, personally appeared

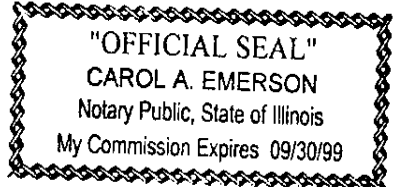
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before me this day and of his own free will, subscribed his name to the foregoing instrument for the uses and purposes therein contained.

Given under my hand and notarial seal this ^{15 CE} 14 day of September, 1998.

Carol A. Emerson
Notary Public

My Commission Expires: 9-30-99



Property of Cook County Clerk's Office

John Galanos
JOHN GALANOS

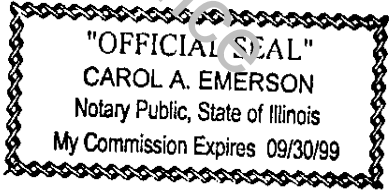
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT John Galanos, personally known to me to be the same person whose name is subscribed to the foregoing instrument, personally appeared before me this day and of his own free will, subscribed his name to the foregoing instrument for the uses and purposes therein contained.

Given under my hand and notarial seal this ^{15 CE} 14 day of September, 1998.

Carol A. Emerson
Notary Public

My Commission Expires: 9-30-99



THIS DOCUMENT PREPARED BY
AND AFTER RECORDING, RETURN TO:

RICHARD W. LAUBENSTEIN
DI MONTE & LIZAK
1300 WEST HIGGINS ROAD
SUITE 200
PARK RIDGE, ILLINOIS 60068

