

# UNOFFICIAL COPY

LOAN MODIFICATION AGREEMENT

14<sup>00</sup>

86171620

This Amendment to Note and Mortgage (Trust Deed) is entered into on April 28, 1986.

Demetrios L. Kozonis and Chrisoula Kozonis, His Wife, ("Borrower"), have made and delivered to NATIONAL BANK OF GREECE, S.A., Chicago Branch ("Lender"), its promissory note dated March 21, 1986 (the "Note") in the principal amount of One Hundred Thousand and 00/100 (\$100,000.00) Dollars, which has a current balance of One Hundred Thousand and 00/100 (\$100,000.00) Dollars.

The note is secured by a Mortgage (Trust Deed) dated March 21, 1986 and recorded April 2, 1986, and Assignment of Rents, dated March 21, 1986 and recorded April 2, 1986 with the Recorder of Deeds of Cook County, Illinois as Document Nos. 86125368 and 86125369 (the "Mortgage") which mortgages to Lender real estate in Cook County, Illinois legally described as:

Lot 18 in Block 40 in Norwood Park, a Subdivision of Part of Section 6 & 7 Township 40 North, Range 13, East of the Third Principal Meridian, and Part of Section 31, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Tax I.D. #13-06-401-034

Common Address: 5970 Northwest Highway  
Chicago, Illinois 60646

WHEREAS, Borrower has requested Lender to reduce the interest rate of the Note, which Lender has agreed to do, subject to certain terms and conditions;

THEREFORE, in consideration of the foregoing, and in further consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Amendments to Note and Mortgage:

- (a) Said principal sum of One Hundred Thousand and 00/100 (\$100,000.00) Dollars with interest on the unpaid principal balance from March 31, 1986 until paid, at the rate per annum equal to One (1%) percent above the Bank's prime rate, and, after payment is due, then, at the rate per annum equal to Two (2%) percent above the Bank's prime rate, provided that in no event (before or after payment is due) shall the interest rate be less than Ten (10%) percent per annum. The interest rate shall change when the Bank changes the prime rate, and shall be computed on a 360-day year basis for the actual number of days elapsed. The term "prime rate" means the rate of interest publicly announced by the Bank from time to time as its prime rate, which prime rate is not necessarily the lowest rate charged by the Bank to any of its customers. The Bank is not obligated to give notice of fluctuations in the prime rate, except as herein provided.

Principal and interest shall be payable at 168 North Michigan Avenue, Chicago, Illinois, or such other place as the Note holder may designate, in consecutive monthly installments of \$1,400.00 on the 30th day of each and every month beginning April 30, 1986. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not paid sooner shall be due and payable on March 30, 1990.

(The term "Bank" refers to the National Bank of Greece, S.A. Chicago Branch)

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1-565015 #

REC-FILED COOK COUNTY CLERK'S OFFICE

# UNOFFICIAL COPY

EXHIBIT

Faint, mostly illegible text, likely a legal document or report. The text is mirrored across the page, suggesting a bleed-through from the reverse side. A large, diagonal watermark is overlaid across the center of the page.

Property of Cook County Clerk's Office

1-202012#

EXHIBIT

EXHIBIT

2.. Conditions to Effectiveness of Amendments. This Amendment to Note and Mortgage shall be of no force or effect until:

(a) After the recordation hereof in the office of the Recorder of Deeds of Cook County, Illinois, Land Title Company of America shall issue an endorsement to its Loan Policy No. L-46768-C3, by which said title insurance company insures Lender that the Mortgage, as amended hereby, constitutes a valid first and prior lien on the real estate described, subject only to those exceptions contained in Lender's current Loan Policy pertaining to said real estate, dated April 2nd, 1986.

3. Continued Effectiveness of Documents. In all other respects the Note and Mortgage shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF. the parties hereto have caused this Amendment to be executed on the date appearing on the first page hereof.

1986 MAR -1 PM 2:28  
CLERK OF COOK COUNTY  
ILLINOIS

86171620

NATIONAL BANK OF GREECE, S.A.  
CHICAGO BRANCH

By: A. Daskalakis  
A. Daskalakis, Manager

Angela Baltas  
Angela Baltas, Comm'l Loan Officer

INDIVIDUALLY

Demetrios L. Kozonis  
Demetrios L. Kozonis

Chrisoula Kozonis  
Chrisoula Kozonis

DEVON BANK, NOT PERSONALLY BUT SOLELY AS TRUSTEE, UNDER LAND TRUST AGREEMENT DATED MARCH 1, 1986 AND NUMBERED 5160

EXCULPATORY RIDER ATTACHED  
DEVON BANK

By: Trust Officer

ACCEPTANCE, ACKNOWLEDGEMENT AND CONSENT OF TRUSTEE

CHICAGO TITLE AND TRUST COMPANY as Trustee under Trust Deed dated March 21, 1986, hereby accepts, acknowledges and consents to the Modification Agreement of Trust Deed and Principal Note as provided herein.

CHICAGO TITLE AND TRUST COMPANY

By: Joseph J. Martini  
ASST. VICE PRESIDENT

AB/md

BOX 333 - TH

MAIL TO AND  
PREPARED BY: NATIONAL BANK OF GREECE, S.A. Chicago Branch  
168 N. MICHIGAN AVENUE, CHICAGO, IL  
Attn. Angela Baltas

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# UNOFFICIAL COPY

THIS INSTRUMENT IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE TRUST AGREEMENT DATED...

...and the undersigned hereby certifies that the above described property is the property of the Trust...

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, warranties, and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings, warranties, and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings, warranties, 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 DEVON BANK in CHICAGO or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking, warranty, 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. The Trustee makes no personal representations as to nor shall it be responsible for the existence, location or maintenance of the chattels herein described, if any.

DEVON BANK  
CHICAGO, ILL.  
RECORDED  
INDEXED  
1920

THIS INSTRUMENT IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE TRUST AGREEMENT DATED...

*[Handwritten signature]*

Property Clerk's Office

RECORDED BY: NATIONAL BANK OF CHICAGO  
INDEXED BY: NATIONAL BANK OF CHICAGO  
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