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### MORTGAGE MODIFICATION AGREEMENT

HERITAGE TRUST COMPANY, AS SUCCESSOR TRUSTER

This Modification Agreement is dated as of the 1st day of September, 1990 and is made between Heritage Bank and Trust Company, formerly known as Heritage County Bank and Trust Company, not individually but solely as Trustee under Trust Agreement dated July 7, 1986 and known as Trust No. 2884, located at 12015 South Western Avenue, Blue Island, Illinois ("Mortgagor"); and Hyde Park Bank and Trust Company, located at 1525 E. 53rd Street, Chicago, Illinois 60615 ("Mortgagee").

### **UNDERSTANDINGS**

- A. Mo tgagor executed a Mortgage in favor of Mortgagee dated as of September 1, 1989 and recorder of Deeds as Pocument No. 89467347 (the "Mortgage") encumbering the real estate described on Exhibit A attached hereto and made a part hereof.
- B. The Mortgage secures the indebtedness, obligations and liabilities of Mortgagor pursuant to a Demand Note executed by Mortgagor and others made payable to Bank in the original principal amount of \$104,000.00 ("Demand Note"). The Mortgage also secures the indebtedness, obligations and liabilities of Mortgagor and others pursuant to a Term Note dated as of September 1, 1989 executed by Mortgagor and others made payable to the Bank in the original principal amount of \$150,000.00.
- C. The principal balance of the Demand Note is due and payable on demand. The outstanding principal balance on the Demand Note as of the date of this Mortgage Modification Agreement is \$0.00. Accrued, unpaid interest on the Demand Note as of the date of this Mortgage Modification Agreement is \$0.00
- D. The outstanding principal balance of the Term Note as of the date of this Mortgage Modification Agreement is \$\frac{150,000.00}{2}\$. Alread, unpaid interest on the Term Note as of the date of this Mortgage Modification Agreement is \$\frac{-0-}{2}\$.
- E. Mortgagor wishes to extend the term of the Term Note, and Mortgagee is willing to do so provided that the terms and conditions of the Mortgage are amended accordingly.
- NOW, THEREFORE, in consideration of the Understandings set forth above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Mortgagor and Mortgagee agree as follows:
- 1. The first paragraph immediately following the word "WITNESSETH" on the first page of the Mortgage is hereby deleted in its entirety, and the following is substituted in its place:
  - "Mortgagor and others have executed a Demand Note made payable to the order of Mortgageee (the "Demand Note") in the original principal amount of \$104,000.00. The Demand Note is due and payable on demand, with interest payable monthly on

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the principal balance from time to time outstanding prior to any Demand at the per annum rate of one percent (1%) in excess of Mortgagee's Prime Rate (as defined in the Demand Note). After the date of any Demand, interest on the outstanding principal balance of the Demand Note from time to time unpaid shall accrue at the per annum rate of five percent (5%) in excess of Mortgagee's Prime Rate. The Demand Note evidences the obligations of Dimitrios C. Kametas pursuant to an Application for Irrevocable Letter of Credit.

In addition, Mortgagor and others have executed a Term Note dated as of September 1, 1990 made payable to the order of Mortgagee (the "Term Note") in the original principal amount of \$150,000.00. The principal balance of the Term Note is due and payable on September 1, 1990, with interest prior to Default (as defined in the Term Note) or maturity at the per annum rate of one percent (1%) in excess of Mortgagee's Prime Rate payable monthly commencing October 1, 1990 and on the same day of each month thereafter and a final installment of all outstanding principal and accrued, unpaid interest on September 1, 1990. After any Default (as defined in the Term Note) or maturity of the Term Note, interest on the outstanding principal balance of the Term Note from time to time unpaid shall accrue at the per annum rate of five percent (5%) in excess of Mortgagee's Prime Rate. The Demand Note and the Term Note shall collectively be referred to as the "Notes"."

2. In all other respects, the Mortgage shall remain unchanged and in full force and effect.

#### MORTGAGOR:

HERITAGE TRUST COMPANY, AS SUCCESSOR TRUSTEE HERITAGE BANK AND TRUST COMPANY, formerly known as Heritage County Bank and Trust Company, not individually but solely as Trustee under Trust Agreement dated July 7, 1986 and known as Trust No. 2884

By: Market 12

Its: Alco President

By: Screens

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STATE OF ILLINOIS )	1 .
COUNTY OF COOK	
	:
I, Bonna J. Sedlak , a Notary Public in and County and State aforesaid, do hereby certify that Carol A. Anderson of Hyde Park Bank and Trust Comp	for the
vice President , of Hyde Park Bank and Trust Comp banking corporation, subscribed to the foregoing instrument, appeared before me t in person and acknowledged to me that he, being thereunto duly authorized, sign delivered said instrument as his own free and voluntary act and as the free and vo act of said corporation, for the uses and purposes therein set forth.	his day led and
GIVEN under my hand and notarial seal this <u>lst</u> day of <u>September</u> 19 90.	<del>.</del> )
illing O Sidlak Notary Public	;
My Commission Expires:  "OFFICIAL SEAL"  DONNA J. SEDLAK  NOTARY PUBLIC, 5TATE OF ILLINOIS  My Commission Expires 05/20/91	
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STATE OF ILLINOIS	
COUNTY OF	
Heritage Bank and Trust Company	, a Notary Public in and for said County,  ssolfyr Hustry Funthis T. Sikors of  an Illinois Banking corporation and hearth same
persons whose names are subscribe	ed to the foregoing instrument as such
appeared before me this day in personal said instrument as their own free a said comporation, as Trustee, for the ment. Secretary did also corporate seal of said exporation, a	on and acknowledged that they signed and delivered the nd voluntary acts, and as the free and voluntary act of the uses and purposes therein set forth; and the said then and there acknowledge that he, as custodian of the affixed the said corporate seal of said corporation to said luntary act, and as the free and voluntary act of said
corporation, as Trustee, for the use	es and purposes therein set forth.
Given under my hand and no	Buth O'Halfal)  NOTARY PUBLIC
My Commission Expires:	De'n O'Hagan Notary Public, State of Illinois My Commission Eloires Dec. 7, 1993
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### EXHIBIT A

### Legal Description

LOT I AND THE EASTERLY 101/2 FEET OF LOT 2 IN BLOCK 14 IN ELLSWORTH BEING A SUBDIVISION OF BLOCKS 1 TO 10 INCLUSIVE, 13, 14 AND THE WEST 225 FEET OF BLOCK 12, THE NORTH 350 FEET OF BLOCK 11, THE EAST ¼ OF BLOCK 18 AND THE NORTH 350 FEET OF THE WEST 1/3 OF BLOCK 18 IN CHICAGO HEIGHTS IN THE WEST 14 OF THE SOUTH EAST 14 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLIMOIS.

Commonly known at 7411 West Grand Avenue Elmwood Park, Illinois

12-25-429-015 P.I.N.:

Or Coot County Clarks Office 141111 TRAH 7213 10/02/90 11:16:00 +2025 + A \*-90-479629 COOK COUNTY RECORDER

Prepared By and Mail To:

Rogene V. Tubman, Esq. DeHaan & Richter, P.C. 55 West Monroe Street Suite 1000 Chicago, Illinois 60603 (312) 726-2660

Proberty of Cook County Clerk's Office