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MODIFICATION AGREEMENT OF TRUST DEED, ASSIGNMENT OF RENTS, ASSIGNMENT UNDER LAND TRUST & SECURITY AGREEMENT and PROMISSORY NOTE

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901.0851.2

THIS AGREEMENT is by and between BROADWAY BANK ("Lender"), holder of a certain Promissory Note dated October 27, 1988, executed by THE FIRST NATIONAL BANK OF DES PLAINES as Trustee under Trust Agreement dated October 26, 1978 and known as Land Trust No. 90-51-24-36 ("IST NATIONAL"); and NICK POGGAS, STAVROULA POGGAS and JOHN POGGAS (collectively Debtors); and

WHEREAS, in order to secure performance of said Promissory Note, one (1) Trust Deed was executed, by "IST NATIONAL" in favor of "Lender", said Trust Deed having been dated October 27, 1988, and recorded on November 14, 1988 as Document No. 88523413 with the Recorder of Deeds of Cook County; and

WHEREAS, the property securing said Promissory Note is legally described as follows:

LOTS 12 AND 13 IN BLOCK 4 IN EDISON PARK SUBDIVISION OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N. 09-36-304-008-0000 Commonly known as:6728 No. N.W. Highway, Chicago, IL

WHEREAS, said Note is also secured by an Assignment under Land Trust dated
October 27, 1988 in favor of "lender" and executed by NICK POGGAS, STAVROULA 1944
POGGAS and JOHN POGGAS; and

WHEREAS, said Note is also secured by an Assignment of Rents dated October 27, 1988 in favor of "Lender" and executed by "1ST NATIONAL" and recorded with the Recorder of Deeds of Cook County, as becament No. 88523414; and

WHEREAS, it is the intention of "Lender" and "Debtors" to modify the provisions of said Promissory Note, and it is further intended that the Trust Deed and Assignment of Rents, shall be modified so as to continue the lien; and

WHEREAS, the parties are executing this Agreement in order to comply with Illinois Revised Statutes, 1981, Ch. 83, Section 11b;

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, IT IS HEREBY AGREED AS FOLLOWS:

- 1. The accrued and unpaid interest of TWO HUNDRED TWENTY AND 42/100 (\$220.42) DOLLARS shall be paid on March 09, , 1990.
- 2. The principal shall be increased to TWO HUNDRED THOUSAND AND 00/100 (\$200,000.00) DOLLARS.
 - 3. The maturity date shall be extended to March 09, 1995 .

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- The principal sum of TWO HUNDRED THOUSAND AND 00/100 (\$200,000,00) DOLLARS shall be paid in equal consecutive monthly installments of TWO THOUSAND ONE HUNDRED SIXTY SEVEN AND 42/100 (\$2,167.42) DOLLARS for Fifty Nine (59) consecutive months on the 9th day of each and every month, commencing on the 9th day of April , 19 90 , and One (1) final balloon payment of the Said installments shall include interest 9th day of <u>March</u> , 19 95 . to be computed on the principal balance remaining unpaid at the rate per annum equal to ELEVEN & THREE FOURTH'S (-11.75-) per cent per annum, and after payment is due, then, at the rate per annum equal to SIXTEEN & THREE FOURTH'S (-16.75-) per cent per annum, and shall be computed on a 360-day year basis.
- Conditions to Effectiveness of Amendments. This Amendment to Promissory Note and Trust Deed shall be of no force or effect until:
- After the recordation hereof in the office of the Recorder of Cook County, Illings, INTERCOUNTY TITLE COMPANY OF ILLINOIS shall issue an endorsement to its Loan Policy No. S1186051, by which said title insurance company insures Legger that the Mortgage, as amended hereby, constitutes a valid first and prior lie; on the real estate described, subject only to those exceptions contained in Lender's current Loan Policy pertaining to said real estate, dated November 14, 1988.
- All other terms and conditions remain unchanged and in full force and effect.

Nick Poggas Exoneration provision restricting any Hability of First National Bank of Des Plaines, either affixed on this or on the reverse side hereof or attached hereto, John Joggan is expressly made a part hereof/

STATE OF ILLINOIS) COUNTY OF (OOK)

FIRST NATIONAL BANK OF DES PLAINES, AS TRUSTEE AND NOT PERSONALLY U/A/D 10/26/78 AND NOWN AS TRUST NUMBER 90512436

BY Audi Tatture ATTEST:

Trust Officer I, MANIE A. LACO, a Notary Public in and for the County and State aforesaid, do hereby certify that NICK POGGAS, STAVROULA POGGAS and JOHN POGGAS 4000 personally known to me to be the same person(s) whose name(s) is/re subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he/she/they signed and deliverd said instrument as his/her/their own free and voluntary act, for the uses and purposes therein set forth.

Land Trust Officer

GIVEN under my hand and Notarial Seal this 814 day of

DANIEL A. RITACCO NOTARY PUBLIC

NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. AUG. 5, 1991

OPHICIAL SEAL

My commission expires on: Executed and delivered by First National Bank of Des Plaines, not in its individual capacity, but solely in the capacity herein described, for the purpose of bloding the herein described property, and it is expressly understood and agreed by the parties hereto, anything haroin to the contrary notwithstanding, that each and all of the undertakings and agreements herein made, are made and intended not as personal. undertakings and agreements of the Trustee, or for the purpose of binding the Trustee personally, but executed and delivered by the trustee solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, or shall at any time he asserted or enforced against t hald Trustee on account hereof or on account of any undertaking or . agreement herein contained, either expressed or implied, all such personal liability if any being hereby expressly waived and released . by all other parties hereto, and those claiming by, through, or under them.

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ACCEPTANCE:

THE FOREGOING Instrument has been acknowledged and consented to by BROADWAY BANK.

Accepted By: BROADWAY BANK

By: George K. Kostis, President/CBO

By: Gallo Bullo

Angela Baldas, V.P. Loan Officer

STATE OF ILLINOIS) SS:

I. A. R. C. A. R. A. R.

GIVEN under my hand and Notes; Seal this 8 day of March, 1990

NOTARY PUBLIC

DE CLOPTS

UANIEL A. RITACCO
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. AUG. 5, 1991

My commission expires on:

Accepted By:
THE FIRST NATIONAL BANK of DES PLAINES
as Trustee under Trust Agreement dated
October 26, 1978 and known as Land Trust

No. 90-51-24-36

By:

Attest:

STATE OF ILLINOIS) SS:

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Louydes Martines Land Tros Office and Harold L. Siota. Teust Officer of THE FIRST NATIONAL BANK OF DIS PLAINES, personally known to me to be the same persons whose names are subcrited to the foregoing instrument as such LandTrust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth; and the said Trust Office hen and there acknowledged that said Trust Officer as custodian of the Corporate Seal of said company, caused the Corporate Seal of said company to be affixed to said instrument as said their own free and voluntary act and as the free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 9th day of March, 1990.

Helly & Movak

My commission expires on:

MAIL TO: BROADWAY BANK 5960 N. Broadway Chicago, IL 60660

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"OFFICIAL SEAL"
Keltey A. Novak
Notary Public, State of Illinois
My Commission Expires 9/18/93

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