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COOK COUNTY ILLINOIS

1991 FEB 27 AM 10 40 7 91088786

LOAN MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT is made and entered into as of the 1st day of November, 1990, by and between FIRST OF AMERICA BANK - GOLF MILL, an Illinois Corporation ("BANK"), and Pete Tsagalis ("BORROWER").

*\$20.00*

A. The BORROWER has heretofore executed a Commercial Instalment Note dated October 29, 1987 in the principal amount of One Hundred Seventy Three Thousand and no/100 (\$173,000.00) ("NOTE") of which the BANK is presently the holder.

B. The NOTE is secured by a Mortgage dated October 29, 1987 and recorded in the Recorders Office of Cook County, Illinois as Document Number 87591309 conveying to certain real estate described in "Exhibit A" attached hereto and by this reference incorporated herein ("REAL ESTATE"); An Assignment of \$100,000 Life Insurance Policy on Pete Tsagalis, a Collateralized Guaranty of Chiggy's, Inc. d/b/a Chiggy's Gyros dated October 29, 1987;

C. The NOTE is further secured by an Assignment of Rents bearing even date therewith and recorded in the Recorder's Office of Cook County, Illinois as Document Number 87591310 ("ASSIGNMENT OF RENTS") assigning all the rents and profits from the REAL ESTATE;

*Call*

ACCOMMODATION

CENTENNIAL TITLE INCORPORATED

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D. The BANK has disbursed to BORROWER the full principal sum evidenced by the NOTE and has received payments of principal and interest from the lien of the hereinabove described Mortgage and Assignment of Rents;

E. BORROWER has requested BANK to amend rate and repayment schedule required for the payment of the hereinabove described NOTE, MORTGAGE, and ASSIGNMENT OF RENTS;

F. BANK has agreed to amend the rate and repayment schedule for the payment of the NOTE provided BORROWER agrees to the following terms and conditions;

NOW THEREFORE, in consideration of the mutual covenants, premises and conditions herein contained and the payment of the sum of TEN AND NO/100 DOLLARS (\$10.00) the receipt of which is hereby acknowledged, THE PARTIES HERETO AGREES AS FOLLOWS:

1. The maturity date for the payment of the NOTE is extended from November 1, 1990 to November 1, 1993.

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2. It is agreed, as of the date hereof, the unpaid principal balance evidenced by the NOTE is One Hundred Sixty Four Thousand Four Hundred Forty Nine and 11/100 (\$164,449.11) DOLLARS.

3. In consideration of BANK extending the due date to November 1, 1993, BORROWER agrees that the new interest rate will be 11.50% and monthly payment of principal and interest on the principal sum outstanding from time to time will be One Thousand Eight Hundred Thirty Eight and 70/100 DOLLARS (\$1,838.70).

The repayment of the indebtedness shall be in 35 equal, consecutive installments of \$1,838.70 each, beginning on the 1st day of December, 1990 and continuing on the same day of every month thereafter, with a final payment of all remaining principal and interest due on November 1, 1993.

3. In the event a payment is 10 (10) or more days past due, a late charge of Five Percent (5%) of the total payment amount shall be due and payable.

4. The lien of the MORTGAGE and ASSIGNMENT OF RENTS is hereby modified and extended as security for the payment of the NOTE.

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5. Except as modified herein, the terms, covenants, and conditions of the NOTE, MORTGAGE and ASSIGNMENT OF RENTS shall remain unchanged and otherwise in full force and effect. In the event of any inconsistency between the terms of this Agreement and the terms of the NOTE and/or MORTGAGE and ASSIGNMENT OF RENTS the terms herein shall control.

6. This Loan Modification and Extension Agreement shall in no way be construed as a release or satisfaction of the BANK'S original Mortgage, Assignment of Rents and/or Note and shall in no way prejudice its rights in connection therewith.

7. This Agreement shall be governed by and construed under the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

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STATE OF ILLINOIS  
COUNTY OF COOK ) SS

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Pete Tsagalis personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18th day of December 1990

Beverly White  
Notary Public  
BEVERLY WHITE  
Notary Public State of Illinois  
My Commission Expires 12/9/93

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Christopher D. Pizzi personally known to me to be the Vice President of the FIRST OF AMERICA BANK - GOLF MILL, a Corporation, and Patrick F. Stallone, personally known to me to be the PRESIDENT AND CEO of said Corporation, and 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 severally acknowledged that as such Vice President and President and CEO, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of Dec 1990

Gloria A. Cocks  
Notary Public

OFFICIAL SEAL  
GLORIA A COCKS  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. APR. 18, 1993

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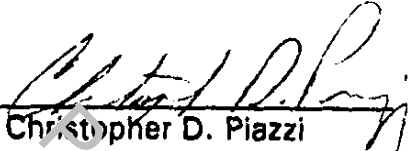
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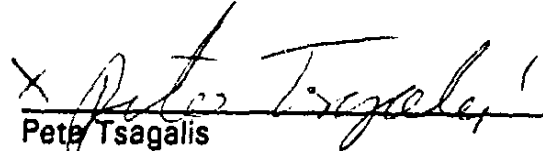
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BANK:

BORROWER:

By:

  
Christopher D. Piazza  
Vice President

X   
Peter Tsagalis

Attest:

  
Patrick F. Stalona  
President and CEO

CDP/tm

Office of Cook County Clerk's Office

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## "EXHIBIT A"

THAT PART OF BLOCK 16 IN UNIT 4 IN HANOVER GARDENS FIRST ADDITION, BEING A PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 AND PART OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EAST CORNER OF EAST AVENUE AND BRIARWOOD, AS SHOWN ON SAID SUBDIVISION PLAT; THENCE EASTERLY ON THE NORTHERLY LINE OF SAID BRIARWOOD AVENUE, A DISTANCE OF 200.0 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE CONTINUING EASTERLY ON THE NORTH LINE OF SAID BRIARWOOD AVENUE, A DISTANCE OF 150.0 FEET; THENCE NORTHERLY AT RIGHT ANGLES, A DISTANCE OF 140.0 FEET TO THE SOUTHERLY LINE OF IRVING PARK ROAD; THENCE WESTERLY ON SAID IRVING PARK ROAD, A DISTANCE OF 150.0 FEET; THENCE SOUTHERLY A DISTANCE OF 140.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NO. 06-25-420-009-0000

COMMONLY KNOWN AS: 1921 Irving Park Road, Hanover Park, Illinois 60103

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