This Loan Modification Agreement and Amendment To the Note and Mortgages is entered into this oday of October, 1992, by and between the Mational Bank of Greece, S.A., Chicago Branch as Lender and G & S FURS, LTD., d/b/a COSMOS FURS, STAVROS STERGIOU and KLEOMIKI STERGIOU, his wife, (As to Parcel 1) and GEORGE ANDRONIKIDIS and ANN AMDROMIKIDIS, his wife (As to an undivided 37 1/2 Percent Interest (As to Parcel 2) and MICHOLAS MUSURLIAN as to an undivided 62 1/2 Percent Interest (As to Parcel 2), as Borrowers.

WHEREAS, the parties hereto have previously entered into various agreements enabling Stoyros Storgious and Kleoniki Stargiou, his wife, George Andronikidis and Ann Andronikidis, his wife, and Micholas Musurlian, as Aforesaid to borrow monies from Lander, and;

WKEREAS, the Landor has extended SEVENTY FIVE THOUSAND (\$75,000.00) DOLLARS, under the provisions of a Trust Deed dated June 23, 1939 and recorded September 12, 1989 as Document No. 89-427238 in the principal amount of SEVENTY-FIVE THOUSAND (975,000:00) DOLLARS executed by Stavras Stergiou and Kleoniki Stergiou, his wife, and George Andronikidis and Ann Andronikidis, his wife, and Nicholas Musurlian, which has a principal balance remaining of FORTY NIME THOUSAND EIGHT HUMORED THIRTY SEVEN and 27/100 (\$49,837,27) DOLLARS and;

WHEREAS, the parties hereto are desirous of renswing said loan on the terms and conditions contained herein; and;

WHEREAS, the parties are hereby entering into this Loan Modification Agreement and Amendment to Note and Martgages because barrower desires to extend the maturity of the Note for Thirty Six (36) months from the date hereof.

WHEREAS, the rargies desire to make other revisions to the terms of the Note and Mortgage, all of which the Lender has agreed to do subject to certain terms and conditions including, but not limited to, a Modification in the interest rate of the Note.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the recalct and sufficiency of which is hereby acknowledged by the parties, it is agreed as follows:

- 1. Amendment to the Note and Mortgage. The Note and Mortgage is hereby amended as follows:
  - (a) The principal amount answer said amount is expressed therein, is hereby pmended to provide: FIFTY THOUSAND and 00/100 (\$50,000.00) DOLLARS.
  - (b) The interest rate of the Note wherever said amount is expressed therein is hereby brended to provide: THREE (3%) percent per annua above the prime rate of interest charged from time to time by the Bank and FIVE (5%) percent, bove the prime rate to interest charged by the bank after default or maturity with a minimum interest rate of Nine (9%) Percent.
  - (c) A monthly payment of ONE THOUSAND SIX NUM DEED and 80/100 (\$1,600.00) or more DOLLARS including interest at the rate specified herein each and every month for 36 consecutive months , 1992 with a final payment of the entire outstanding principal balance commencing November plus any accrued interest due if not sooner pand, she's he due and payable on October 1995.
  - (d) If any payment of principal and interest of the unpaid crincipal balance due under this Note becomes overdue for a period in excess of three (3) days, he Maker shall pay five (5%) percent of the amount of the payments due or fifteen (\$15.00) Do are whichever is higher, and payments of principal and interest past due for more than thirty [30] days shall bear interest at the rate of prime plus five (5%) percent per annum until paid. This charge will defray part of the increased cost of collection resulting from such late payment, Fuch late charges will be in addition to and separate from any increase in interest due the Lerder's a result of the calculation of the interest due under this Note at the default rate. Interest shall accrue after maturity (whether by acceleration or otherwise) at five (5%) Percent per prinum above the Prime Rate of Interest charged from time to time by the National Bank of Greens, S.A. until the principal balance is fully paid.
- (5) 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 Loan Modification Agreement and Agencient to Note and Trust Doed to be executed on the date appearing on the first page health? OI RECORDING TRAN 1923 11/20/92 10:07:00 -92-873549

National Bank of Greece, S.A., Chicago Branch.

Gr ANKAB

Ltd. d/b/a Cosmos Furs

Stavrog Stergiou, as President

COUNTY

REGORDER

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The undersigned having entered into a Guaranty of Note, Mortgage and Additional Collateral Documents hereby consents to the provisions of the foregoing Loan Modification Agreement and Amendment to Note and Mortgages and agree that their guaranty shall apply to the new loan amount of FIFTY THOUSAND and 00/100 (\$50,000.00) DOLLARS as provided therein, but shall otherwise in no way be altered or impaired thereby, and such Guaranty shall remain in full force and effect and is hereby reaffirmed by the undersigned.

G & S Furs, Ltd. d/b/a Cosmos Furs

Stavros Stergieu

Klegniki Stergieu

Gerge indichtidis

Klegniki Stergieu

Klegniki Stergieu

And Additional Collateral Documents

hereby consents and Additional Collateral Documents

hereby consents to the provisions of the foregoing Loan Modification Agreement and Amendment to Note and

Mortgages and agree that their guaranty shall apply to the new loan amount of FIFTY THOUSAND and 00/100

(\$50,000.00) DOLLARS as provided therein, but shall otherwise in no way be altered or impaired thereby, and such Guaranty shall remain in full force and effect and is hereby reaffirmed by the undersigned.

By:

Mortgages and Additional Collateral Documents

Klegniki Stergieu

Klegniki Stergieu

Klegniki Stergieu

STATE OF ILLINOIS

COUNTY OF COOK

a Notary Public in and for said County in the State aforesaid, do hereby certify that Stavros Stergiou, Individually, and as President of G & S Furs, d/b/a Cosmos Furs, Kleoniki Stergiou, his wife, George Andronikidis, Ann Andronikidis, his wife, and Nicholas Musurlian who are personally known to me to be the same persons there names is subscribed to the foregoing instrument and 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 for the use and purposes therein set forth.

Commission Expires:

NOTARY PUBL

"OFFICIAL SEAL"

SUSAN E. GERBER

Notary Public, State of Illinois
My Contraits on Expires 6/17/95

92-73549

EXHIBITA

LOAN MODIFICATION AGREEMENT AND AMENDMENT TO THE ") MOTE AND TRUST DEED dated October , , 1992, between 0 & S Furm, d/b/a Common Furm, Stavron Starginu and Kleuniki, George Andronikidis, Ann Andronikidis, Nicholas Musurlian, and NATIONAL BANK OF GREECE, S.A. CHICAGO BRANCH

PARCEL 1: Lot 25 and the West 8 1/3 Feet of Lot 25 in the Resubdivision of Block 21 in the Resubdivision of the Village of Jefferson in the Southeast 1/4 of Section 9, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PROPERTY COMMONLY KNOWN AS: 5058 West Argyle, Chicago, Illinois

PIN # 13-09-/13-019 Volume 329

PARCEL 2: Lat 7 in Block 2 in Gliver Salinger and Company's 71H Kimball Portional Addition to North Edgewater being a Subdivision in the Northeast Fractional 1/4 and in the Northwest Fractional 1/4 of Section 2, Township 40 North, Lange 13, East of the Third Principal Maridian Lying North and South of the Junion Boundary Line in Cook County, Illinois.

PROPERTY COMMONLY KNOWN AS: 6237 K. Monticello, Chicago, Illinois

PIN # 13-02-114-007 Volume 318



THIS INSTRUMENT WAS PREPARED BY: PERRY G. CALLAS Bishop, Callas & Wagner 550 Woodstock Street. Crystal Lake, Illinois 60014 (815) 455-0255 2321 Nag

## **UNOFFICIAL COPY**

Property of Cook County Clerk's Office

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