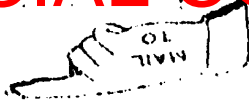


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Prepared by and return to:  
Deborah J. Kramer, Esq  
Heinrich & Kramer, P.C.  
205 West Randolph Street, Suite 1720  
Chicago, Illinois 60606



92115015

## MORTGAGE LOAN MODIFICATION AGREEMENT

This Agreement entered into as of this 31st day of January, 1992, by and between PETER PAPAGIANNIS and ALEXANDRA PAPAGIANNIS, his wife (collectively "BORROWER"); and AFFILIATED BANK, an Illinois Corporation, successor by merger to First State Bank & Trust Company of Franklin Park ("BANK");

FILED FOR RECORDING 433.50

### WITNESSETH:

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WHEREAS, to evidence a \$95,000.00 loan from BANK to BORROWER (the "Loan"), BORROWER has executed and delivered to BANK a certain Promissory Note (the "Note") dated November 10, 1986 as Maker, payable to the order of BANK in the stated principal sum of Ninety Five Thousand and No/100ths Dollars (\$95,000.00), which Note is secured by a Mortgage (the "Mortgage") of even date with the Note and executed by BORROWER to BANK as holder of the Note, encumbering the real estate legally described on Exhibit "A" attached hereto and made a part hereof (the "Real Estate"), which was recorded in the office of the Recorder of Deeds, Cook County, Illinois on November 20, 1986 as Document No. 86554007 and which was registered in the office of the Registrar of Titles of Cook County, Illinois on November 20, 1986 as Document No. LR 3562359; and

WHEREAS, as further security for the Loan, BORROWER has executed and delivered to BANK certain other documents evidencing or securing the Note (collectively referred to as the "Other Loan Documents"); and

WHEREAS, BORROWER has requested that BANK reduce the interest rate under the Loan to nine percent (9.0%) per annum and to extend the maturity date of the Loan to January 1, 1997, and BANK is agreeable to same, upon the terms and conditions hereinafter set forth; and

WHEREAS, to evidence the reduced interest rate and different monthly payments under the Loan, BORROWER shall at the time of execution and delivery of this Agreement, deliver to BANK an "Amended and Restated Promissory Note" dated as of the date hereof (the "Restated Note"), payable to the order of BANK in the stated principal amount of the "New Loan Amount" (as hereinafter defined) with interest, payments and final maturity as set forth therein;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, it is hereby agreed as follows:

1. The preamble hereof is incorporated by this reference into the main body of this Agreement.
2. The "New Loan Amount" is Fifty Thousand and No/100ths Dollars (\$50,000.00) and is predicated upon the pay down of principal of \$9,430.59 under the Loan leaving the remaining outstanding principal balance of \$50,000.00.
3. The Restated Note is in the New Loan Amount and the Restated Note shall replace and supersede the Note. The indebtedness formerly evidenced by the Note is now evidenced by the Restated Note. All references to the Note, the indebtedness evidenced thereby, which are contained in the Mortgage, and

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Other Loan Documents shall hereafter be construed to be references to the Restated Note, or the loan evidenced thereby. All references to the Mortgage contained in the Note, the Mortgage, or any of the Other Loan Documents shall be construed to be references to the Mortgage as modified herein and hereby.

4. The maturity date is hereby extended from December 1, 1996 to January 1, 1997.

5. In consideration of reducing the interest rate and extending the maturity date under the Loan, the following paragraphs are hereby incorporated in the Mortgage as if originally set forth therein:

Hazardous Substances. For purposes hereof, "Hazardous Substances" shall mean waste, asbestos, polychlorinated biphenyl compounds, petroleum products, pesticides or toxic or hazardous substances or materials of any kind, including, without limitation, substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 1802, or the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.

Mortgagor represents and warrants that: the premises and the use and operation thereof are currently in compliance and will remain in compliance with all applicable environmental, health and safety laws, rules and regulations; that there are no environmental, health or safety hazards on the premises; that the premises have never been used for a sanitary land fill, dump or for the disposal, generation or storage of any Hazardous Substances deposited or located in, under or upon the premises, or any parcels adjacent thereto, or on or affecting any part of the premises or the business or operations conducted thereon, including, without limitation with respect to the disposal of Hazardous Substances; that no underground storage tanks are or have been located on the premises; that no portion of the premises is presently contaminated by any Hazardous Substances, and no storage, treatment or disposal of any Hazardous Substance has occurred on or in the premises; that there are no pending or threatened actions or proceedings (or notices of potential actions or proceedings) from any governmental agency or any other entity regarding the condition or use of the premises or regarding any environmental, health or safety law; that neither the Mortgagor nor any Guarantor has received any notice of any Hazardous Substance in, under or upon the premises or of any violation of any environmental protection laws or regulations with respect to the premises or has any knowledge which would provide a basis for any such violation with respect to the premises. Mortgagor agrees to promptly notify Mortgagee of any notices and any pending or threatened action or proceeding in the future, and Mortgagor will promptly cure and have dismissed with prejudice any such actions and proceedings to the satisfaction of Mortgagee.

Mortgagor covenants and agrees that, throughout the term of the Loan, no Hazardous Substances will be used by any person for any purpose upon the premises or stored thereon in violation of applicable statute, rule or regulation. Mortgagor hereby indemnifies and holds Mortgagee harmless of and from all loss, cost (including reasonable attorney fees), liability and damage whatsoever incurred by Mortgagee by reason of any violation of any applicable statute or regulation for the protection of the environment which occurs or has occurred with respect to the premises, or by reason of the imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of such violation. Mortgagor's

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obligation to Mortgagee under the foregoing indemnity shall be without regard to fault on the part of Mortgagor with respect to the violation of law which results in liability to Mortgagee. The release of this Mortgage and/or repayment of the Note shall in no event terminate or otherwise affect the indemnity given by Mortgagor to Mortgagee hereunder concerning Hazardous Substances.

Waiver. Mortgagor does hereby expressly waive any and all rights of redemption from sale under any order or judgment of foreclosure of the lien of the Mortgage on behalf of the Mortgagor, the trust estate and all persons beneficially interested therein and each and every person, except judgment creditors of the Mortgagor in its representative capacity and of the trust estate acquiring any interest in or title to the premises subsequent to the date of this Mortgage.

6. Notwithstanding anything in the Mortgage to the contrary, the default rate of interest and late charge under the Mortgage shall be the rate and charge set forth in the Restated Note.

7. This Agreement shall be of no force and effect unless and until:

(a) BORROWER shall have executed and delivered to BANK the Restated Note; and

(b) BORROWER shall have made a principal payment of the Loan in the amount of \$9,430.59 to BANK reducing the principal balance of the Loan to the New Loan Amount; and

(c) This Agreement shall have been recorded in the office of the Recorder of Deeds of Cook County, Illinois; and

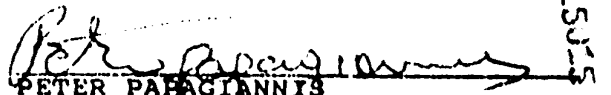
(d) BORROWER shall have paid a loan fee in the amount of \$1,000.00 to BANK.

8. Once BORROWER has fulfilled or otherwise satisfied its obligations hereunder, BANK shall deliver to BORROWER an executed Partial Release Deed, releasing Parcel 2 of the Real Estate from the lien of the Mortgage.

9. Except as modified herein, nothing herein contained shall alter, waive, annul, vary or affect the Mortgage or any of the Other Loan Documents, it being the intent of the parties hereto that the provisions, conditions and covenants of the documents evidencing and securing the Restated Note shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

BORROWER:

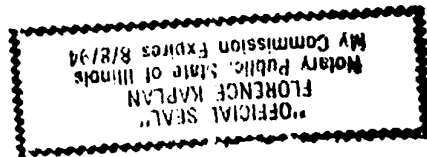
  
PETER PAPAGIANNIS

  
ALEXANDRA PAPAGIANNIS

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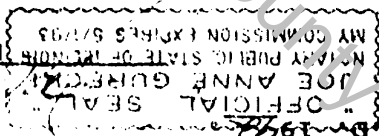
My Commission Expires:

Notary Public

GIVEN under my hand and Notarial Seal this 27th day of February A.D. 1992.

I, Florence Kaplan, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the Assistant Secretary of said corporation, whose names are subscribed to the within instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument of writing as such officers of said corporation and caused the corporate seal of said corporation to be thereunto affixed, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS )



My Commission Expires:

Notary Public

GIVEN under my hand and Notarial Seal this 17th day of February A.D. 1992.

I, Joe Anne Gurecki, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that PETER PAPAGIANNIS and ALEXANDRA PAPAGIANNIS who are 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 they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS )

By: [Signature]  
Ira: [Signature]

ATTEST: [Signature]  
By: [Signature]  
Ira: [Signature]

BANK: AFFILIATED BANK

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### EXHIBIT "A" LEGAL DESCRIPTION

#### Parcel 1:

Lot 20 in Block 1 in First Addition to Franklin Park, being a subdivision of the East 1/2 of the Northeast 1/4 of Section 28, Township 40 North, Range 12 (except the Right of Way of the Chicago and Pacific Railroad and except that part of said East 1/2 of the Northeast 1/4 lying South of the center of Grand Avenue) East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 12-28-206-014

ADDRESS OF PROPERTY:

9620 Franklin Avenue  
Franklin Park, Illinois

#### Parcel 2:

Lots 22, 23, and 24 in part of Chicago Plaines, a subdivision of the South 243.86 feet lying West of the right of way of the Wisconsin Central Railroad of the Southwest 1/4 of Section 17, Township 41 North, Range 12, also that part of said Southwest 1/4 of Section 17 lying South of the C. & N. W. Railroad and North of the South 243.86 feet and East of the West 1670.86 feet, East of the Third Principal Meridian, according to the Plat thereof recorded July 25, 1895 as document 2254027, in Cook County, Illinois.

P.I.N. 09-17-323-002

09-17-323-001

ADDRESS OF PROPERTY:

803 Rose Avenue  
Des Plaines, Illinois

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