

LOAN MODIFICATION AGREEMENT AND AMENDMENT TO THE MORTGAGE
UNOFFICIAL COPY

Loan No. 18713-11

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This Loan Modification Agreement and Amendment to the Mortgage is entered into this 26th day of August 1993, by and between The NATIONAL BANK OF GREECE, S.A., CHICAGO BRANCH as Lender, CHICAGO TITLE AND TRUST COMPANY, as Trustee under the provisions of a Trust Agreement dated July 26, 1985, and known as Trust No. 1087488 (As to Parcel 1) and CHICAGO TITLE AND TRUST COMPANY, as Trustee, under Trust Agreement dated March 9, 1983 and known as Trust No. 1083135 (as to Parcel 2), ANDREW POULOS AND IRENE POULOS, IN JOINT TENANTS (AS TO PARCELS 3 AND 5) AND ANDREW POULOS AND IRENE POULOS, EACH AS TO AN UNDIVIDED 1/2 INTEREST (AS TO PARCEL 4) and POULOS BROTHERS CONSTRUCTION CO. INC. AND MARIA POULOS, as Co-Makers.

WHEREAS, the Lender has extended a Line of Credit in the amount of EIGHT HUNDRED THOUSAND (\$800,000.00) DOLLARS, (Maximum), and enabling CHICAGO TITLE AND TRUST COMPANY, not personally, but as Trustee, under Trust Agreement dated July 26, 1985, and known as Trust No. 1087488, (As to parcel 1), and CHICAGO TITLE AND TRUST COMPANY, not personally, but as Trustee under Trust Agreement dated March 9, 1983, and known as Trust No. 1083135, (As to Parcel 2), to borrow monies from Lender, and amending Loan Modification Agreement and Amendment to the Note and Mortgage dated June 19, 1991 and recorded July 7, 1991 as Document No. 91-339802 Loan Modification Agreement and Amendment to the Notes and Mortgage dated October 19, 1992 and recorded October 28, 1992 as Document No. 92803405 increasing principal amount to NINE HUNDRED SIXTY FIVE THOUSAND and no/100 (\$965,000.00) DOLLARS.

WHEREAS, the borrowers have entered into a Line Of Credit with the National Bank of Greece, S.A., which line of credit is increased to the amount of ONE MILLION THREE HUNDRED SEVENTY EIGHT THOUSAND and no/100 (\$1,378,000.00) DOLLARS (Maximum) dated August 1993, and;

WHEREAS, the parties have entered into a new Line of Credit for an additional period of Ninety (90) days from the date hereof to be secured by the same collateral and the addition of additional Real Estate and an additional CD as the original line of credit was secured by.

WHEREAS, the parties hereto are desirous of modifying the Mortgage on the terms and conditions contained herein; and,

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

1. Amendment to the Trust Deed / Mortgage The Trust Deed is hereby amended as follows:

(a) The principal amount wherever said amount is expressed therein, is hereby amended to provide: ONE MILLION THREE HUNDRED SEVENTY EIGHT THOUSAND and no/100 (\$1,378,000.00) DOLLARS (Maximum).

(b) The interest rate of the Note wherever said amount is expressed therein is hereby amended to provide: TWO (2%) Percent above the Prime Commercial Rate of interest charged from time to time by the bank Principal advances to be paid down during the term of the loan but no later than November 30, 1993 except that the rate shall be FOUR (4%) percent above the Prime Commercial Rate of interest charged from time to time by the bank after default or maturity, provided however that the minimum interest rate on the entire amount outstanding shall not be less than SEVEN and ONE HALF (7.5%) percent per annum.

(c) A monthly payment of interest only will be payable at the rate specified herein each and every month for 3 consecutive months commencing September 1993 monthly with a final payment of the entire outstanding principal balance plus any accrued interest due if not sooner paid, shall be due and payable on November 30, 1993.

(d) The Maturity Date of the Mortgage is extended to November 30, 1993.

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(2) Continued Effectiveness of Documents. In all other respects the Note and Trust Deed shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Loan Modification Agreement and Amendment to the Mortgage to be executed on the date appearing on the first page hereof, Chicago Title and Trust Company as Trustee under Trust Agreement dated July 26, 1985 and known as Trust No. 1087488, (As to Parcel 1), Chicago Title and Trust Company as Trustee under Trust agreement dated March 9, 1983 and known as Trust No. 1083135, (As to Parcel 2) and Andrew Poulos and Irene Poulos in Joint Tenants (As to Parcels 3 and 5) and Andrew Poulos and Irene Poulos each as to an undivided 1/2 interest (As to Parcel 4) Poulos Brothers Construction Co., Inc. and Maria Poulos Co-Makers have caused these presents to be signed by its Vice President-Laura O'Leary, and its corporate seal to be hereto affixed and attested by its Assistant-Treasurer the day and year first above written. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust properly specifically described herein, and this instrument is executed and delivered by said Trustee

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not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Land Trustee or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

UNOFFICIAL COPY

NATIONAL BANK OF GREECE, S.A.

By: [Signature]
By: _____

CHICAGO TITLE AND TRUST COMPANY.
as Trustee as aforesaid and not
Personally, under its Trust No. 1087438 &
10831355.

By: [Signature]
Its Vice President-Trust Officer
1992

POULOS BROTHERS CONSTRUCTION CO., INC.

By: [Signature]
Marie Poulos, President
[Signature]
Marie Poulos, Individually

By: [Signature]
Its Assistant-Trust Officer

[Signature]
Irene Poulos
[Signature]
Andrew Poulos

STATE OF ILLINOIS)
COUNTY OF COOK)

I, MAXIM H. KATSOGRAS, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that V. KATSOGRAS an Officer of the National Bank of Greece, S.A. and J. PARIANOS an Officer of the National Bank of Greece, S.A. are personally known to me to be the same persons whose names are subscribed to the foregoing instrument and as such Officers of the Bank appeared before me in person and acknowledged that they signed the foregoing instrument on October 1992 as their own free and voluntary act and of the free and voluntary act of the National Bank of Greece, S.A.

[Signature]
Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK)

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DOROTHY CATALANO ASST. Vice President-Trust Officer of CHICAGO TITLE AND TRUST COMPANY, and TERRA BARRQUEE Assistant-Trust Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument; as such ASST. Vice-President-Trust Officer, and Assistant Trust 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant-Trust Officer then and there acknowledged that said Assistant-Trust Officer, as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said Assistant-Trust Officer's own free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26th day of August, 1993

"OFFICIAL SEAL"
Marylou Estrada
Notary Public, State of Illinois
My Commission Expires 3/12/95

[Signature]
Notary Public

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UNOFFICIAL COPY

Dated August 1, 1993 between CHICAGO TITLE AND TRUST COMPANY, not personally, but as Trustee under Trust No. 1087488 & 10831355, IRENE POULOS, ANDREW POULOS (As to Parcels 3,4, and 5) POULOS BROTHERS CONSTRUCTION COMPANY, INC. AND MARIA POULOS, Individually and NATIONAL BANK OF GREECE,S.A., CHICAGO BRANCH

PARCEL 1: Lot 36 in Block 7 in W.F. Kalker and Company's Arcadia Terrace, being a Subdivision of the North 1/2 of the Southeast 1/4, (except the West 35 Feet thereof in the Southeast 1/4 of the Southeast 1/4 of Section 1, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN # 13-01-401-024

PROPERTY COMMONLY KNOWN AS: 5942 N. Washburn, Chicago, Il. 60659

PARCEL 2: Lot 62 in Orland on the Green Unit 1, being a Subdivision in the Southeast 1/4 of the Southeast 1/4 of Section 34, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PIN # 23-34-406-006-0006

PROPERTY COMMONLY KNOWN AS: 1332 88th Ave., Orland Park, Il. 60462

PARCEL 3: Lots 8, 9, 10, 11 and 12 in Murray Wolbach's Subdivision of Lots 197 and 203 in School Trustee's Subdivision of the North Part of Section 16, Township 39 North, Range 13, East of the Third Principal Meridian, Cook County, Illinois.

PIN # 16-16-405-002 (Lot 9) 16-16-405-003 (Lot 10) 16-16-405-004 (Lot 11) 16-16-405-005 (Lot 12)

PROPERTY COMMONLY KNOWN AS: 735 S. Laramie, Chicago, Il.

PARCEL 4: The North Half of that part of the West Polk Street lying South of and adjoining the South Line of Lot 26 and the South Line of said Lot 26 produced East 14 feet and lying South of and adjoining the South Line of Lots 31 to 38, both inclusive, all in Maclean and Vandercook's Resubdivision of Lots 1 to 38 in Haas' Subdivision of Lots 198, 199 and 202 in School Trustee's of the North part of Section 16, Township 39 North, Range 13, East of the Third Principal Meridian, lying West of the East Line of said Lot 26 extended South and lying West of the East Line of said Lot 38 extended South, all in Cook County, Illinois.

PARCEL 5: Lots 26 to 38, and the North and South 14 Feet vacated alley lying North of and adjoining the South Line of Lot 26 aforesaid produced East 14 feet and lying South of and adjoining the North Line of said Lot 31 aforesaid produced West 14 Feet in Maclean and Vandercook's Resubdivision of Lots 1 to 38 in Haas Subdivision of Lots 198, 199 and 202 in School Trustee's Subdivision of the North Part of Section 16, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN # 16-16-308-054 & 16-16-308-027

PROPERTY COMMONLY KNOWN AS: 735 S. Laramie, Chicago, Il.



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THIS INSTRUMENT WAS PREPARED BY:
PERRY G. CALLAS
Bishop, Callas & Wagner
550 Woodstock Street.
Crystal Lake, Illinois 60014
(815) 455-0244
2634.mod

RECORD AND RETURN TO:
PERRY G. CALLAS
Bishop, Callas & Wagner
550 Woodstock Street
Crystal Lake, Il. 60014

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Andrew Poulos
Andrew Poulos

Maria Poulos
Maria Poulos, As President of Poulos Brothers Construction Co., Inc., and Individually

Irene Poulos
Irene Poulos

STATE OF ILLINOIS)
COUNTY OF COOK)

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COOK COUNTY REC'D

I, MARIA HRONOPOULOS Notary Public in and for said County, in the State aforesaid, do hereby certify that Maria Poulos, Irene Poulos and Andrew Poulos, who are personally known to me to be the same persons whose names are 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, as President of Poulos Brothers Construction Co. Inc., and individually.

OFFICIAL SEAL
MARIA K. HRONOPOULOS
Notary Public, State of Illinois
My Commission Expires 3/12/95

Maria Hronopoulou
Notary Public
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Attached exoneration rider is incorporated herein

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused this to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

L.T.# 1087488
*L.T.# 1083185

CHICAGO TITLE AND TRUST COMPANY, As Trustee as aforesaid and not personally,
By *[Signature]* ASSISTANT VICE-PRESIDENT
Attest *[Signature]* ASSISTANT SECRETARY

Corporate Seal

STATE OF ILLINOIS, SS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, 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 Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

"OFFICIAL SEAL"
Marylou Estrada
Notary Public, State of Illinois
My Commission Expires 3/12/95

Given under my hand and Notarial Seal this 26 day of AUG 28 1993
Marylou Estrada
Notary Public

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