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## LOAN MODIFICATION AGREEMENT AND AMENDMENT TO NOTE AND COMMERCIAL MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF RENTS

Loan No. 12625-51

This Loan Modification Agreement and Amendment To the Note and \* is entered into this 22nd day of October, 1993, by and between The National Bank of Greece, S.A., CHICAGO BRANCH as Lender, and PARKWAY BANK and TRUST COMPANY as Trustee Under Trust Agreement dated 4/10/87 and known as Trust No. 8256, DEMETRIOS KOZONIS and CHRISOULA KOZONIS, as Borrower.

WHEREAS, the Lender has extended SEVENTY THOUSAND FOUR HUNDRED AND 00/100 (\$70,400.00) DOLLARS which has a principal balance remaining of THIRTY TWO THOUSAND FIVE HUNDRED SIXTY EIGHT AND 09/100 (\$32,568.09) DOLLARS enabling PARKWAY BANK and TRUST COMPANY as Trustee as aforesaid, Demetrios Kozonis and Chrisoula Kozonis to borrow monies from Lender, and

WHEREAS, the parties hereto are desirous of renewing 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 \* because borrower desires to extend payment of the balance due of principal of THIRTY TWO THOUSAND FIVE HUNDRED SIXTY EIGHT and 09/100 (\$32,568.09) DOLLARS, and to extend the maturity of the Note for TWENTY SIX (26) months from the date hereof 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 Note and \* The Note and \* is hereby amended as follows:

- (a) The principal amount wherever said amount is expressed therein, is hereby amended to provide: THIRTY TWO THOUSAND FIVE HUNDRED SIXTY EIGHT and 09/100 (\$32,568.09) DOLLARS.
- (b) The interest rate of the Note wherever said amount is expressed therein is hereby amended to provide: ONE (1.0%) percent charged from time to time by the Bank except that the rate shall be TWO percent (2.0%) above the Prime Commercial Rate of interest charged from time to time by the Bank after maturity.

\* Mortgage and Assignment of Rents and Leases recorded as Document No. 90283865/6.

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(c) A monthly payment of ONE THOUSAND FOUR HUNDRED and no/100. (\$1,400.00) Dollars principal and interest due will be payable at the rate specified each and every month for TWENTY FIVE (25) consecutive months commencing November 22, 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 JANUARY 22, 1996. In the event that the actual interest charge in any month, when added to the principal due for such month, would exceed the fixed monthly payment AS AFORESAID, Borrower shall be charged an additional amount equal to such excess. Interest shall be computed on a 360-day year and shall be charged for the actual number of days elapsed. Payments shall be first applied to accrued interest to date of actual payment with the remainder, if any, applied to unpaid principal.

(d) The Maturity Date of the Note and \* is extended to JANUARY 22, 1996.

(e) If any payment of the principal and interest of the unpaid principal balance due under this note becomes overdue for a period of three (3) days the maker shall pay FIVE (5) per cent of the amount of the the payments due or \$15.00, whichever is higher, and payments of principal and interest past due for thirty (30) days shall bear an interest at the rate of prime plus TWO (2) per cent per annum until paid. This change will defray part of the increased costs of collection resulting from such late payment. Such late charges shall be in addition to and separate from any increase in interest due the Lender as a result of the calculation of the interest due under this note at the default rate.

(2) Continued Effectiveness of Documents

In all other respects the note and \* shall remain unchanged and in full force and effect and are incorporated herein by reference.

\* Mortgage and Assignment of Rents and Leases

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IN WITNESS WHEREOF, the parties hereto have caused this Loan Modification Agreement and Amendment to be executed on the date appearing on the first page hereof, Parkway Bank and Trust Company not personally, but as Trustee as aforesaid has caused these presents to be signed by its Vice President, Trust Officer

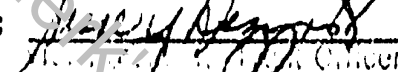
and its corporate seal to be hereto affixed and attested by its ASSISTANT TRUST OFFICER the day and year first above written. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, 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 property specifically described herein, and this instrument is executed and delivered by said Trustee not on its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or enforceable against the Parkway Bank 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.


NATIONAL BANK OF GREECE, S.A.

BY:   
Vasilios Katsaras, Mgr.

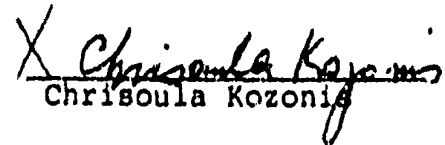
BY:   
John Psarlahos, Deputy Manager

Parkway Bank and Trust Company  
as Trustee as aforesaid

BY:   
Trust Officer

BY:   
Trust Officer

X   
Demetrios Kozonis

X   
Chrisoula Kozonis

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11/15/2011 10:00 AM

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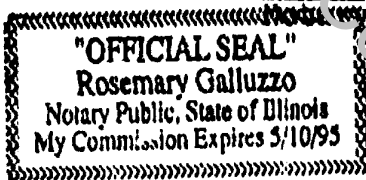
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STATE OF ILLINOIS]
) SS
COUNTY OF COOK ]

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid DO HEREBY CERTIFY, that the above named Diana Y. ... Jo Ann Kubinski 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 and delivered the said instrument as such officers of said CORPORATION and caused the 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.

GIVEN under my hand and Notarial Seal, this 16TH day of NOVEMBER, 1993.

Rosemary Galluzzo
Public



(SEAL)

My Commission Expires: 5/10/95

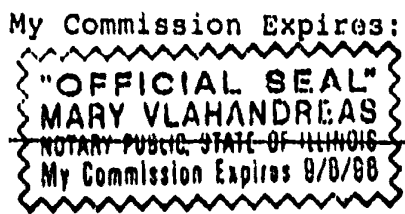
STATE OF ILLINOIS]
COUNTY OF COOK ] SS

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above named DEMETRIOS KOZONIS and CHRISOULA KOZONIS, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument appeared before me this day in person and personally acknowledged that he/she/they signed and delivered the said instrument as their full and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this \_\_\_ day of \_\_\_, 1993.

Mary Vlahandreas
Notary Public

(SEAL)



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This Rider Hereto Attached and made a part of  
LOAN MODIFICATION AGREEMENT  
Dated October 22, 1993 between PARKWAY BANK and TRUST CO.  
as Trust U/T/A dated 4/10/87 A/K/A Trust No. 8256,  
DEMETRIOS KOZONIS and CHRISOULA KOZONIS,  
and NATIONAL BANK OF GREECE, S.A., CHICAGO BRANCH

LOT 18 IN BLOCK 40 IN NORWOOD PARK, A SUBDIVISION OF PART OF SECTIONS  
6 AND 7, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, AND PART OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 13, EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 13-06-401-034 0000

ADDRESS OF PROPERTY:

970 Northwest Highway

Chicago, IL

60646

THIS INSTRUMENT WAS PREPARED BY:

L. LELIS  
NATIONAL BANK OF GREECE, S.A.  
168 N. Michigan Avenue- 2nd fl  
Chicago, Illinois 60601

RECORD AND RETURN TO:

NATIONAL BANK OF GREECE, S.A.  
Chicago Branch  
168 N. Michigan Avenue  
Chicago, Illinois 60601

Attn: Loan Dept.

DEPT-01 RECORDINGS

\$33.50

#9999 TRAN 1720 12/06/93 19:16:00

#899 # \*93-992222

COOK COUNTY RECORDER



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