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SECOND LOAN MODIFICATION AGREEMENT AND AMENDMENT TO GRID NOTE, LOAN AGREEMENT, AND MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES

Loan No. 6025802

This Loan Modification Agreement and Amendment To the Loan Agreement, Grid Note and Mortgage and Assignment of Rents is entered into this September 12, 1994, by and between The National Bank of Greece, S.A., CHICAGO BRANCH as Lender, Harris Trust and Savings Bank, as Trustee, under Trust Agreement dated 10/24/75 and known as Trust No. 36631, Chicago Future, Inc, and Pantelis Kotsiopoulos as Borrower, effective August 25, 1994.

WHEREAS, the parties have entered into a Loan Agreement by the terms of which Lender has extended a non-revolving Line of Credit in the amount of ONE HUNDRED THIRTY THOUSAND (\$130,000.00) DOLLARS (Maximum) Secured by a Grid Note, Mortgage and Assignment of Rents dated August 25, 1993, the Mortgage and Assignment of Rents recorded on September 1, 1993, as document numbers 93696291/2; and as modified by Loan Modification Agreement dated December 23, 1993, and recorded on September 1, 1994 as Document Number 94803856; enabling the parties to borrow monies from the Lender; and

WHEREAS, the parties desire to amend the minimum interest rate, increase the non-revolving line of credit by Eighty Thousand and 00/100 Dollars (\$80,000.00), and to extend the line of Credit for an additional period of six (6) months to be secured by the same collateral as the original line of credit was secured by.

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 Loan Agreement, Grid Note, Mortgage and Assignment of Rents. The Loan Agreement, Grid Note and Mortgage and Assignment of Rents are hereby amended as follows:
  - (a) The amount of the Line of Credit wherever said amount is expressed in the Grid Note and Loan Agreement is hereby amended to provide: TWO HUNDRED TEN THOUSAND AND 00/100 (\$210,000.00) DOLLARS;
  - (b) In no event shall the charge in any month be less than 10.25%;
  - (c) The Maturity Date of the Grid Note and Loan Agreement are extended to February 25, 1995;

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(d) The Mortgage and Assignment of Rents which secure both the above mentioned Grid Note in the Modified amount of \$210,000.00, and the Installment Note in the amount of \$230,000.00, are hereby amended to provide: \$440,000.00 total principal amount;

(e) To the extent the provisions of the Loan Agreement and the Grid Note are inconsistent, the provisions of the Grid Note shall control.

2. Continued Effectiveness of Documents

In all other respects the Grid Note, Loan Agreement, Mortgage and Assignment of Rents as modified December 23, 1993, shall remain unchanged and in full force and effect. In all respects the separate Installment Note as modified December 23, 1993 shall remain unchanged.


94803856

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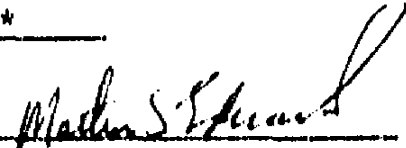
IN WITNESS WHEREOF, the parties hereto have caused this Loan Modification Agreement and Amendment to Note, Loan Agreement, Mortgage and assignment of Rents to be executed on the date appearing on the first page hereof, \*, not personally, but as Trustee as aforesaid has caused these presents to be signed 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 of said Trustee are nevertheless each and every one of them, 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 \*, 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.

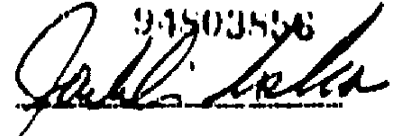
NATIONAL BANK OF GREECE, S.A.  
BY:   
J. Psarinos, Deputy Manager

BY:   
Brent Baum, Sr. Loan Officer

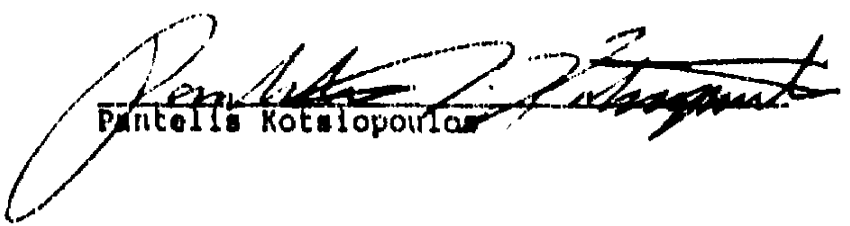
COLE TAYLOR BANK is successor Land Trustee to Harris Bank and all references within this document to Harris Bank shall be deemed to mean Cole Taylor Bank as Successor Trustee.

\* Harris Trust and Savings Bank as Trustee as aforesaid

\*  
BY:   
ITS Vice President

BY:  94503556  
ITS TRUST OFFICER

Chicago Future, Inc.  
BY:   
TITLE: 

  
Pantelis Kotsiopoulos

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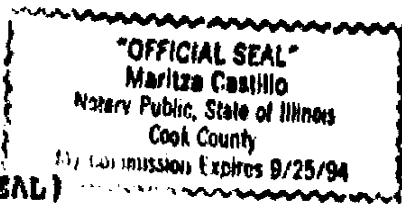
COOK COUNTY CLERK'S OFFICE  
100 N. LAUREL ST. CHICAGO, IL 60602  
TEL: 312.603.4000 FAX: 312.603.4001  
WWW.COOKCOUNTYCLERK.COM

# UNOFFICIAL COPY

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 Vice President - Trust Officer of \*, and 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 Vice President - Trust Officer, and 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 the bank, as Trustee 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 13<sup>th</sup> day of September, 1994



Maritza Castillo  
Notary Public

My Commission Expires:  
9-25-94

\* Harris Trust and Savings Bank

STATE OF ILLINOIS |  
COUNTY OF           | SS

94803566

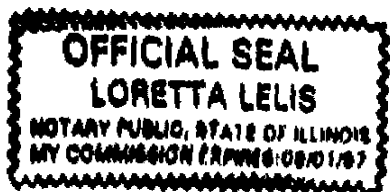
I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above named John Pearianos and Brent Baum, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed as their own free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal, this 13<sup>th</sup> day of September, 1994

Loretta Lelis  
Notary Public

My Commission Expires:  
9-1-97

(SEAL)



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STATE OF ILLINOIS }  
COUNTY OF } SS

I, the undersigned, a Notary Public, in and for said County, in the State, aforesaid DO HEREBY CERTIFY that the above named PANTELIS KATSIPOPOULOS personally known to me to be the same person(s) 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 COOP, and caused the seal of said COOP to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said COOP for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 12<sup>th</sup> day of SEPTEMBER, 1994

Loretta Lelis  
Notary Public

(SEAL)



My Commission Expires:

9-1-97

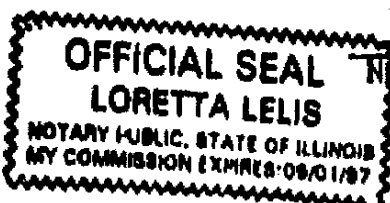
STATE OF ILLINOIS }  
COUNTY OF } SS

94803856

I, the undersigned, a Notary Public, in and for said County, in the State, aforesaid, DO HEREBY CERTIFY that the above named PANTELIS KATSIPOPOULOS 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 severally 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 12<sup>th</sup> day of SEPTEMBER, 1994

Loretta Lelis  
Notary Public



My Commission Expires

9-1-97

(SEAL)

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This Rider Hereto Attached and made a part of  
LOAN MODIFICATION AGREEMENT  
Dated September 12, 1994 between  
Harris Trust and Savings Bank as Trustee  
U/T/A dated 10-24-75, A/K/A Tr. No. 36631 and Chicago Future, Inc.  
et. al., NATIONAL BANK OF GREECE, S.A., CHICAGO BRANCH

## LEGAL DESCRIPTION:

Lot 17 in Block 2 in WM. L. Wallen's Resubdivision of that vacated WM. L. Wallen's Faber Addition to North Edgewater, being a subdivision of the Northwest Quarter of the Northwest Quarter of Section 6, Township 40 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof recorded March 2, 1917, in Book 148 of Plats, Page 37, as Document No. 6058897, in Cook County, Illinois.

## COMMON ADDRESS:

6201-05 N. Oakely Ave., and 2241-30 W. Granville, Chicago, IL 60659

P.I.N. 14-06-107-016

THIS IS NOT HOMESTEAD PROPERTY

94803856

## THIS INSTRUMENT WAS PREPARED BY:

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

SEPT-01 RECORDING 631.50  
TRAN 6574 09/15/94 10109100  
CG #94-803856  
COOK COUNTY RECORDER

## RECORD AND RETURN TO:

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

Attn: Loan Dept.

