

Prepared by:  
Steven J. Colompos  
17130 Torrence Av.  
Lansing, IL 60438  
RETURN TO: Box 342

DEPT-01 RECORDING \$27.50  
T#0008 TRAN 6763 06/28/95 11:51:00  
#3317 + JB \*-95-417405  
COOK COUNTY RECORDER

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made this 8th day of February, 1995 between U.S. BANK, an Illinois Banking Corporation, successor bank to Tinley Park Bank, hereinafter called First Party, and LaSALLE NATIONAL TRUST, N.A., as Successor Trustee to Superior Bank, F.S.B., Trustee under Trust No. 1265 and G.D.T. PROPERTIES, INC., the present owners of the subject property and/or obligors under the Note, hereinafter called Second Party, WITNESSETH:

THAT, WHEREAS, First Party is the owner of that certain Note in the amount of ONE HUNDRED FIFTY THOUSAND AND NO/100 (\$150,000.00), secured by a Mortgage dated October 8, 1992 and recorded in the Cook County Recorder's Office on October 26, 1992, as Document No. 92793602, encumbering the real estate described as follows:

Lot 13 in H. O. Stone Company's 7th Addition to Riverside Acres, being a Subdivision of part of the East 1/2 of the Northwest 1/4 of Section 2, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 18-02-107-021

Common Address: 8542 W. Ogden  
Lyons, Illinois

AND, WHEREAS, the parties hereto have previously modified the terms of said Note and Mortgage by adding G.D.T. Properties, Inc. as an additional maker of the Note, and by extending the maturity date thereof to February 8, 1995.

AND, WHEREAS, the parties hereto wish to further modify the terms of said Note and Mortgage by modifying the rate of interest charged under the Note, and by extending the maturity date thereof to April 15, 1996.

NOW THEREFORE, in consideration of ONE DOLLAR, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. The amount available under the line of credit is \$150,000.00.

\$ 27.50  
JHC

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95-117405

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2. This Agreement is contingent upon the Second Party paying a fee in the amount of \$375.00.

3. If any advance is made against the line of credit, Second Party shall pay an additional fee of \$375.00.

4. The rate of interest shall be changed from 1.50% over the Prime Rate of the bank, except that the rate of interest charged under the Note shall at no time be less than 10.50%, to .75% over the Prime Rate of the bank, except that the rate of interest charged under the Note shall at no time be less than 9.75%.

5. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from February 8, 1995 to April 15, 1996.

6. In all other respects, the Note and Mortgage hereinbefore described shall remain unchanged and in full force and effect.

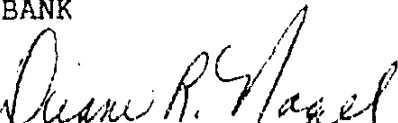
7. Second Party and Guarantor warrant and certify that the indebtedness evidenced by the Note is a valid and subsisting debt free and clear of all defenses, both in law and equity.

IN WITNESS WHEREOF, First Party has caused this instrument to be executed in its proper corporate name by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed, and Second Party have hereunto set their hands and seals, all on the day and year first aforesaid.

## FIRST PARTY:

U.S. BANK

BY

  
Diane R. Nagel, Vice Pres.

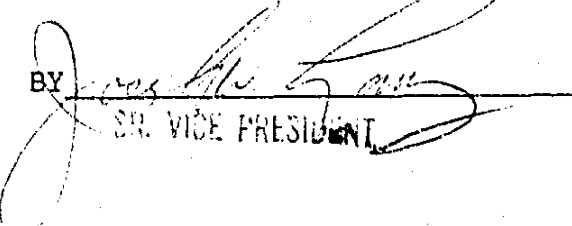
ATTEST

  
William Ber, Asst. Vice Pres.

## SECOND PARTY:

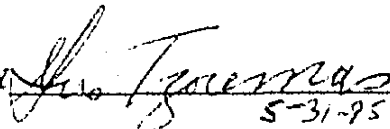
LaSALLE NATIONAL TRUST, N.A., as  
Successor Trustee to Superior  
Bank, F.S.B., NOT PERSONALLY BUT  
SOLELY AS TRUSTEE UNDER TRUST  
AGREEMENT DATED JANUARY 15, 1992  
AND KNOWN AS TRUST NO. 1265-00

BY


  
SR. VICE PRESIDENT

G.D.T. PROPERTIES, INC.

BY

  
GUS TZOUMAS 5-31-95

Consented to by Guarantor:

  
GUS TZOUMAS 5-31-95

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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 G.D.T. Properties, Inc., Gus Tzoumas

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 8th day of February, 1995

OFFICIAL SEAL  
LAVERNE M LULICH  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. NOV. 10, 1998

*Laverne M. Lulich*  
Notary Public

Clerk of Cook County Clerk's Office

95-137-100

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U.S. BANK  
P.O. Box 450  
LANSING, IL 60438