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COOK COUNTY RECORDER

**LOAN MODIFICATION AGREEMENT AND
AMENDMENT TO MORTGAGE NOTE
AND ASSIGNMENT OF RENTS AND LEASES**

LOAN NO. 60035-02

This Loan Modification Agreement and Amendment To the Mortgage Note and Assignment of Rents and Leases all dated December 27, 1990, recorded on January 1, 1991 as Document Number(s) 91-013855/6 as Modified by Loan Modification Agreement and Amendment to Note, Mortgage and Assignment of Rents dtd 2-25-94 recorded 3-9-94 as Doc. No. 94214735, is entered into this 25 day of February, 1995, by and between the NATIONAL BANK OF GREECE, S.A. CHICAGO BRANCH as Lender, and John Vassiliades & Catherine Vassiliades, as Borrower.

WHEREAS, the lender has extended ONE HUNDRED THIRTY THOUSAND AND 00/100 (\$130,000.00) DOLLARS which has a principal balance remaining of ONE HUNDRED TWO THOUSAND TWO HUNDRED THIRTY TWO AND 00/100 (\$102,232.00) DOLLARS enabling John Vassiliades & Catherine Vassiliades to borrow monies from Lender, and

WHEREAS, the parties are hereby entering into this Loan Modification Agreement and Amendment to note and Mortgage and Assignment of Rents because Borrower desires to extend the maturity date, and modify payment amount and minimum amount interest rate of said loan; and because the parties desire to amend documents to conform to forms in current use by Lender; 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 Mortgage and Assignment of Rents. The Note and Mortgage and Assignment of Rents is hereby amended as follows:

(a) The principal amount wherever said amount is expressed therein, is hereby amended to provide: ONE HUNDRED TWO THOUSAND TWO HUNDRED THIRTY TWO AND 00/100 (\$102,232.00) DOLLARS.

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- (b) Monthly installments of principal and interest shall be made in the sum of **ONE THOUSAND FIFTY-FIVE AND 23/100 (\$1,055.23) DOLLARS** payable at the rate specified therein each and every month for 35 consecutive months commencing March 25, 1995 with a final payment of the entire outstanding principal balance plus any accrued interest due if not sooner paid, due and payable on February 25, 1998.

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 of \$ 1,055.23 Borrower shall be charged an additional amount equal to such excess.

In addition to the monthly payment of principal and interest, Borrower agrees to pay an additional **EIGHT HUNDRED NINETY EIGHT DOLLARS (\$898.00)** per month into a Real Estate tax escrow account which amount is subject to adjustment based on adjustments in real estate taxes, if any.

- (c) The Maturity Date of the Mortgage Note and Mortgage and Assignment of Rents remains and/or is extended to February 25, 1998.

- (d) The Loan Documents are hereby further amended as follows:

- (i) The Note is hereby amended to include the following two paragraphs:

The aforesaid Securities shall at all times be held and treated as additional security to Bank for Borrower's payment of the indebtedness evidenced by the Note with interest thereon and/or for Borrower's performance of the covenants and agreements therein contained as well as for the payment, and/or performance as the case may be, of any and all obligations and liabilities (direct or indirect, absolute or contingent, sole, joint or several, secured or unsecured, due or to become due, now existing or hereafter arising) of any of the Borrower to the Bank, notwithstanding that any of such obligations and/or liabilities may be reflected on the records of the bank as being unsecured.

This Note and any and all other Notes of the Borrower to bank are to be deemed interrelated and interdependent and a default under one Note shall automatically constitute a default under the other Note(s) and vice versa. Accordingly, in the event of a default under the terms of the aforesaid Note, Bank shall have all of the rights and remedies of default as contained in the aforesaid Securities and such other Note(s).

- (ii) The Note is hereby further amended to include a default provision to read as follows:

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The Undersigned shall be in default hereunder if: (1) any amount payable on any of the obligations is not paid when due; or (2) Bank is not provided with current financial information in such detail and frequency as the Bank may require; or (3) the Undersigned changes address without written notice to Bank, or (4) the Undersigned file a petition in bankruptcy, enter into a composition of creditors or other similar arrangement, or (5) the Undersigned shall otherwise fail to perform any of the promises to be performed by them hereunder or any other security agreement or other agreement with Bank; or (6) any Obligor who is a natural person dies or becomes incapacitated.

(iii) The Mortgage is hereby amended to include the following substituted paragraph 10:

10. At the option of Mortgagee, and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable (a) immediately in the case of default under the terms of the Note; (b) immediately in the event Mortgagor shall, without the prior written consent of Mortgagee (which consent shall be declined with respect to a purchaser or other transferee who is or may be a polluter within the definition of any environmental law or regulations), sell, transfer, convey, encumber, or assign the title to all or any portion of the Premises, or the rents, issues, or profits therefrom, whether by operation of law, voluntarily or otherwise, or shall contract to do any of the foregoing, including, but not limited to, transfer to an Illinois Land trust, or (c) immediately when default shall occur in the performance of any other agreement of the Mortgagor herein contained.

2. Continued Effectiveness of Documents

In all other respects the Mortgage Note, Mortgage and Assignment of Rents and Leases shall remain unchanged and in full force and effect, and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Loan Modification Agreement and Amendment to Note and Mortgage and Assignment of Rents to be

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~~CONFIDENTIAL~~

~~The undersigned having entered into a Guaranty of Note, Mortgage and Additional Collateral Documents hereby consents to the provisions of the foregoing Loan Modification Agreement and Amendment to Note, and _____ agree that their guaranty shall apply to the new loan amount of _____ and _____ /100 (_____) DOLLARS as provided therein and extended maturity date of _____ as provided therein, but shall otherwise in no way be altered or impaired thereby, and such Guaranty shall remain in full force and effect and is hereby reaffirmed by the undersigned.~~

executed on the date appearing on the first page hereof.

Catherine Vassiliades
CATHERINE VASSILIADES

John Vassiliades
JOHN VASSILIADES

NATIONAL BANK OF GREECE, S.A.
Chicago Branch

BY: *[Signature]*
BY: *V. KATSIKAS, MANAGER*
Brent Baum, Sr. Loan Officer

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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 CHARLES VASSILIADIS 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 7th day of June, 1995.



Sophia Florio
Notary Public
My Commission Expires: 8-01-97

(SEAL)

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 JOHN VASSILIADIS 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 3 day of July, 1995.

Loretta Lelis
Notary Public
My Commission Expires: 9-1-97

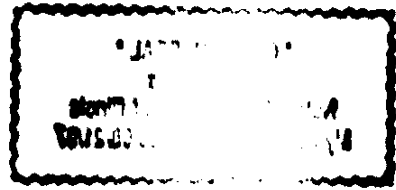
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STATE OF ILLINOIS)

COUNTY OF Cook) SS

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid DO HEREBY CERTIFY that V. KALISCH 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 he/she/they signed and delivered the said instrument as such officers of said Bank 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 Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 3rd day of July, 1995

Loretta Lelis
Notary Public

My Commission Expires: 9-1-97

(SEAL)



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This Rider Hereto Attached and made a part of the
LOAN MODIFICATION AGREEMENT dated February 25, 1995 between
John and Catherine Vassiliades,
and NATIONAL BANK OF GREECE, S.A.
CHICAGO BRANCH

Legal Description:

Lots 16, 17 and 18 in William H. Walgal's subdivision of the West $\frac{1}{4}$ of
the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 2, Township 39 North, Range
13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN # 16-02-300-002, volume 529

ADDRESS OF PROPERTY

3947 W. Division; Chicago, IL

This is not homestead property.

This Instrument was Prepared By:

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

Record and Return To:

NATIONAL BANK OF GREECE, S.A.
Chicago Branch
168 N. Michigan Avenue
Attn: Loan Dept.



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