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LOAN MODIFICATION AGREEMENT

THIS AGREEMENT is made as of the 24th day of August, 1995, by and among Pete Strats, Inc., an Illinois corporation DBA Chiggy's Gyros ("**Borrower**"), and Peter Stratigakis, individually and Renee Stratigakis, individually (hereinafter individually and collectively ("**Guarantor**") and Plaza Bank, an Illinois banking corporation ("**Lender**").

WITNESSETH:

A. Borrower has previously executed a certain Authorization and Loan Agreement dated July 16, 1993, as amended from time to time, by and between the U.S. Small Business Administration ("**SBA**"), Lender and Borrower ("**Loan Agreement**"). Pursuant to the Loan Agreement, the SBA has guaranteed 80% ("**SBA Guaranty**") of the Note (as defined below).

B. Lender is the holder of a certain Note dated November 30, 1993, in the principal sum of three hundred fifty thousand and no/100 Dollars (\$350,000.00) executed by Borrower and payable to Lender (the "**Note**").

C. The Note is secured by amongst other things, the following mortgage dated November 30, 1993 in favor of Lender pertaining to the property commonly known as:

(i) 1921 W. Irving Park Road, Hanover Park, Illinois 60103 ("**Real Property**") (recorded with the Recorder of Deeds of Cook County, Illinois as document no. 93979395) (the "**Irving Park Mortgage**");

The foregoing Irving Park Mortgage grants an interest in and relates to the real property described on Exhibit "A" of this Agreement.

D. The Note is further secured by the guaranties of Pete Stratigakis and Renee Stratigakis dated November 30, 1995 (hereinafter individually and collectively the "**Stratigakis Guaranty**").

E. The Note is further secured by a certain security agreement executed by the Borrower dated November 30, 1993 which security agreement was perfected by the filing of a certain UCC-1 Financing Statement which was filed with the Secretary of State of Illinois as document no. 3205156 and the recording of a certain UCC-2 Financing Statement which was recorded with the Cook County Recorder of Deeds of Illinois as document no. 94-U00137 (hereinafter the Security Agreement, the UCC-1 Financing Statement and the UCC-2 Financing Statement are individually and collectively referred to as "**Security Agreement**").

F. The Stratigakis Guaranty, the Irving Park Mortgage, the Security Agreement and all other security instruments granted in favor of Lender pursuant to the Loan Agreement are hereafter collectively referred to as "**Security Documents**".

BOX 338-CTI

T. 35.00
P. 32.00
67.00

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DEPT-01 RECORDING
 140012 TRAN 6098 08/25/95 13:29:00
 #8064 # JM *-95-565748
 COOK COUNTY RECORDER
 DEPT-10 PENALTY \$32.00

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G. Borrower has or desires to sell all business assets to a third party except for Real Property which Borrower will lease to said third party. Borrower requests that Lender agree to release its security interest in said business assets except for the Real Property in consideration of (i) a pay down of the Note; (ii) reduction in the maturity date of the Note; (iii) establishment of a tax escrow; and (iv) execution of a Collateral Assignment of Leases and Rents in favor of Lender. Borrower further requests that Lender release the SBA Guaranty.

H. Lender is willing to accommodate Borrower's request as set forth directly above subject to the terms and conditions set forth below.

IT IS THEREFORE AGREED between Lender and Borrower as follows:

1. Release of Collateral/Execution of Note Modification Agreement and Amended and Restated Promissory Note/Release of SBA Guaranty/Execution of Collateral Assignment of Leases and Rents/Establishment of Tax Escrow.

(i) Borrower shall execute the Note Modification Agreement and Amended and Restated Promissory Note and Collateral Assignment of Leases and Rents simultaneously with the execution of this Loan Modification Agreement.

(ii) Lender shall release its security interest securing all of Borrower's business assets, except for the Real Property;

(iii) Lender shall release the SBA guaranty granted pursuant to the Loan Agreement; and

(iv) Borrower shall establish a Tax Escrow with Lender as set forth in paragraph 4 below.

2. Additional Conditions. In addition to the requirements contained in paragraph 1(i)-(iv), prior to Lender's release of its security interest in Borrower's business assets as set forth above, Borrower shall deliver to Lender the following:

A) Corporate resolutions of Borrower authorizing the transactions contemplated hereby in a form satisfactory to Lender;

B) Compliance Agreement;

C) Certification of Good Standing - Pete Strats, Inc.

3. Deletion of Reference to U.S. Small Business Administration. Any reference to the U.S. Small Business Administration in the Loan Agreement and in any document executed in connection with the Loan Agreement shall be deleted or changed to Lender as appropriate.

4. Tax Escrow. Mortgagor shall deposit with Mortgagee on thirty-first(31st) day of each month hereafter until the Note is fully paid, a base sum equal to one twelfth (1/12) of the total annual impositions, levies, taxes and assessments ("RE Taxes") arising with respect to the Real Property

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for the most recent ascertainable tax year (the "Tax Escrow"); and shall in addition, maintain a reserve fund with Lender equal to 3/12 of one years' RE Taxes until the Note is paid in full. Notwithstanding the foregoing, Mortgagee does not hereby assume any of Mortgagor's obligations under said laws to make such payments and nothing contained herein, shall require Mortgagee to perform any such obligations of Mortgagor except for the making of the aforesaid payments in accordance with and subject to the terms specified herein.

Upon payment, in full, of the Note, Mortgagee shall deliver any remaining Tax Escrow deposits to Mortgagor or the then owner.

All of the aforesaid deposits hereby are pledged, as additional security for the payment of the Note (and for such purpose, Mortgagor hereby grants to Mortgagee a security interest therein), to be applied by Mortgagee for the purposes hereinabove set forth and shall not be subject to the control of Mortgagor, provided, however, that Mortgagee shall not be liable for failure to pay, when due, any such impositions, levies, taxes or assessments unless Mortgagor, while Mortgagor has not defaulted under the terms and conditions of the Security Documents, shall have requested Mortgagee, in writing, to pay the same and delivered to Mortgagee appropriate evidence of bills therefor.

4. Fees. Borrower agrees to pay (i) Lender or Lender's attorney on demand all of the attorneys' fees and costs, title and recording costs and all other costs Lender incurs in connection with the preparation, negotiation and execution of this Agreement and related documents, (ii) a service fee to Lender one (1) point of the principal amount of the Amended and Restated Promissory Note.

5. Full Force and Effect. Except as modified above, the Note, the Security Documents and all other loan documents, executed pursuant to the Loan Agreement and all of the terms, conditions and provisions thereof, shall in all respects remain unmodified and unchanged and shall continue to serve as security for the indebtedness described therein, and the mortgage liens and collateral positions created thereby shall not be affected or impaired in any way.

6. Reaffirmation. The Borrower hereby restates and reaffirms each and every representation, warrant, covenant and agreement contained in the Note, Security Documents, Loan Agreement and all other loan documents executed pursuant to the Loan Agreement as fully as if such representations, warranties, covenants and agreements were set forth herein.

7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns.

8. Guarantor's Consent. In consideration of Lender's accommodation of the Borrower's request for refinancing, Guarantor consents to the terms of this Agreement and the modification of the debt evidenced by the Note. It is the express intention and agreement of the parties hereto that neither the modification of the Note, Security documents, Loan Agreement or all other loan documents executed pursuant to the Loan Agreement or any extension of the maturity or terms thereof as provided herein, if any, is intended nor shall be construed as an extinguishment, revocation, satisfaction or discharge of any of the liabilities or obligations thereof. The execution of this Agreement by the Lender shall not be deemed to be a waiver of its rights under any other agreement,

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note, mortgage, trust deed, security agreement, assignment instrument, guaranty or other document on the part of the Lender in exercising any right nor shall operate as a waiver of such right or any other rights. A waiver and revocation shall not be construed as a bar or waiver of any right or remedy on any future occasion. All of the Lender's rights, and remedies whether evidenced by the Security Documents, Loan Agreement or by any other agreement, guaranty, mortgage, trust deed, note, security agreement, assignment, instrument or other document shall be cumulative and in addition to all other rights and remedies granted to the Lender at law or in equity and may be exercised from time to time as often as deemed expedient by the Lender. The obligations of the Borrower and Guarantor hereunder shall be joint and several.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals as of the date first set forth above.

LENDER:

Plaza Bank, an Illinois banking corporation

By: [Signature]
Authorized Signatory

BORROWER:

Pete Strats, Inc., an Illinois corporation DBA
Chiggy's Gyros

By: [Signature]
Peter K. Stratigakis, President

ATTEST:

By: [Signature]
Renee Stratigakis, Secretary

GUARANTOR:

X [Signature]
Peter Stratigakis, individually

X [Signature]
Renee Stratigakis, individually

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STATE OF ILLINOIS)
COUNTY OF Cook)SS.

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me Renee Stratigakis, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22 day of August, 1995.

(NOTARIAL SEAL)

John N Skoubis

Notary Public
My commission expires: _____



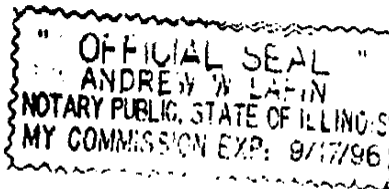
STATE OF ILLINOIS)
COUNTY OF _____)

I, Andrew W. Lavin, a Notary Public in and for the county and state aforesaid, do hereby certify, that Gregg G. Rotter, the authorized agent of Plaza Bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered this said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23 day of August, 1995.

Andrew W. Lavin
Notary Public

My Commission Expires:



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EXHIBIT A

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EXHIBIT A

THAT PART OF BLOCK 16 IN UNIT 4 IN HANOVER GARDENS FIRST ADDITION, BEING A PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 AND PART OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EAST CORNER OF EAST AVENUE AND BRIARWOOD, AS SHOWN ON SAID SUBDIVISION PLAT; THENCE EASTERLY ON THE NORTHERLY LINE OF SAID BRIARWOOD AVENUE, A DISTANCE OF 200.0 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE CONTINUING EASTERLY ON THE NORTH LINE OF SAID BRIARWOOD AVENUE, A DISTANCE OF 150.00 FEET; THENCE NORTHERLY AT RIGHT ANGLES, A DISTANCE OF 140.0 FEET TO THE SOUTHERLY LINE OF IRVING PARK ROAD; THENCE WESTERLY ON SAID IRVING PARK ROAD, A DISTANCE OF 150.0 FEET; THENCE SOUTHERLY A DISTANCE OF 140.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 06-25-420-002-0000

COMMON ADDRESS: 1921 W. Irving Park Road, Hanover Park, IL 60103

Prepared by
and returned to
Lapin & Associates
300 W. Washington
Chicago, IL 60606

17th floor

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