95665162

- DEPT-01 RECORDING - 431.50 - 742222 TRAM 6647 10/02/93 12109100 - #2314 # L.C. #-95-665 162 - COOK COUNTY RECORDER

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

MTC 3000867

LOAN NO. 60296-02

This Loan Mod. 6 ation Agreement and Amendment to the Note, Line of Credit Agreement, Morrgage and Assignment of Rents and Leases all dated June 7, 1994, recorded on June 17, 1994 as Document Number(s) 94537478/9 is entered into this 7 day of June, 1995, by and between the NATIONAL BANK OF GREECE, S.A. CHICAGO BRANCH as Lender, and Stylianos D. Angelakos, as Borrower, and Bessic Makris Angelakos AKA Vassiliki Makridakis, his wife, as Horrower and Mortgagor.

WHEREAS, the lender has extended a Line of Credit in the Maximum Amount of One Hundred THOUSAND AND NO 100 (\$100,000.00) DOLLARS, and

WHEREAS, the parties are hereby entering into this Loan Modification Agreement and Amendment to Note. Line of Credit Loan Agreement, Mortgage and Assignment of Rents because Borrower desires to renew and extend said Line of Credit for an additional period of one (1) year; and because the parties desire to amend the menimum rate provisions, add an encrow provision and amend the documents to conform to forms in a creat 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) The Note, Line of Credit Agreement, Mortgage and Assignment of Reats are hereby amended as follows:
 - (a) In no event before or after payment is due shall the interest rate be less than 10.75%
 - (b) In addition to the monthly payment of interest, Borrower agrees to pay and additional Six Hundred Eighty Four and Nov100s (\$694.00) per month into a Real Fatete Tax and Insurance Escrew Account which amount is subject to adjustment based on adjustments in the Real Estate Taxes and insurance Iteratums, if any

*COCOSCY

Property of County Clerk's Office

- (c) The Maturity Date of the Note and Line of Credit Loas Agreement is extended to June 7, 1996
- (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 Itank 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, abrolute or contingent, sole, joint or several, secured or unsecured, due or to become due, now existing or bereafter 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 Mortgage is hereby amended to include the following substituted paragraph 10:
 - At the option of Mortgagee, and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall, notwith tanding anything in the Note or in this Mortgage to the contrary, become due and parable (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 transferce 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 eS other respects the Note. Line of Credit Agreement, Mortgage and Assignment of Rents and Leases shall remain unchanged and in full force and effect, and are incorporated berein by reference.

Property of Cook County Clark's Office

IN WITNESS WHEREOF, the parties hereto have caused this Loan Modification Agreement and Assendment to Note Line of Credit Louis Agreement, Mortgege and Assignment of Reces to be executed on the date appearing on the first page hereof.

NATIONAL BANK OF GREECE, S.A. Chicago B.a.ch	
Bye. Consum	Stylianos D. Augelakos
John Partieths, Coputy Manager	She suplike Backle Mile Sile
	Bessie Makris Angelakos
BY: O.c	ARA Vassiliki Makridakis
Breat A Brans, Sr. Loan Office,	County Clark's Office

Property of Cook County Clerk's Office

STATE OF ILLINOIS; COUNTY OF LANE! SS

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above named Styliance D. Angelakos 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 is person and personally schnowledged 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 best and Notarial Seal, this day of New terre law 1995

OFFICIAL SEAD CORETTA LEUS

Motary Public

My Commission Expires 9-1-97

STATE OF ILLINOISI COUNTY OF (1994) SS

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid DO HEREBY CRETTEY, that the above named Bessie Makits Angelikos AKA Vassibli Makridekia personally known to me to be the same person(s) whose name(s) is/are subscribed to the toregoing instrument, appeared before me this day in person and personally acknowledged that he she they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth

GIVEN moder my hand and Notarial Scal, this 27 day of Ecotoreles , 1995

OFFICIAL ASSESSMENT LORETTIAL TORESTERNATION OF THE PROPERTY O

Notary Public

My Commission Expires.

Property of Cook County Clerk's Office

STATE OF ILLINOIS | COUNTY OF LOCAL ISS

I, the undersigned, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that John Psarianos and Brent A. Baum personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 free and voluntary act as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

GIVEN under any hand and Notarial Seal, this I day of sleptimes

Office

Notary Public

OFFICIAL SEAL LORETTA LEUS

Property of Cook County Clark's Office

This Rider Hereto Attached and made a part of the LOAN MODIFICATION AGREEMENT dated 6/7 ,19.95 between

Stylios D Angelakos, ETAL..

and NATIONAL BANK OF GREECE, S.A. **CHICAGO BRANCH**

Legal Description

LOT & IN BLOCK I IN SHOP AND DICKINSON'S SUBBIVISION OF LOTS 1, 2, 3, AND 4 IN WMITCOME AND WARNER'S FUNDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHBAST 1/4 OF SECTION 3 TONIENTS 38 HORYH, RENGE 14, SANT OF THE TRIND Ath County Clerks Office PRINCIPAL MERIDIAN, IN COUR COUNTY, ILLINOIS.

Pild #

20-03-422-019

ADDRESS OF PROPERTY 428-32 East 47th St. Chicago, IL 60653

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 Fleturn To: NATIONAL BANK OF GREECE, S.A. Chicago Branch 166 N. Michigan Avenue Atm: Loan Dept.



Property of Cook County Clerk's Office