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COOK COUNTY RECORDER

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

LOAN NO. 25221-04

This Loan Modification Agreement and Amendment To the Note dated 5/11/92 (which is a consolidation of Note dated June 22, 1990 and other Notes) and the Commercial Security Agreement and Assignment of Leases and Rents dated June 22, 1990, recorded on June 22, 1990 as Document Number(s) 90299978 and 90299992, as modified by Modification Agreement dated May 5, 1992 and recorded as document No. 92347183 **, is entered into this 15th day of May, 1995, by and between the NATIONAL BANK OF GREECE, S.A. CHICAGO BRANCH as Lender, and Spiro Xenos and Chicago Title and Trust Co. as Trustee UTA dated December 18, 1989 AKA Trust No. 1093612, as Borrower.

*Mortgage **and re-recorded as Doc. No. 95821437
WHEREAS, the lender has extended Eight Hundred THOUSAND AND NO/100 (\$800,000.00) DOLLARS which has a principal balance remaining of Six Hundred Ninety Eight Thousand One Hundred Sixty Three AND 31/100 (\$698,163.01) DOLLARS enabling Borrower to borrow monies from Lender, and

WHEREAS, the parties are hereby entering into this Loan Modification Agreement and Amendment to Note, Commercial Mortgage Security Agreement and Assignment of Leases and Rents, hereafter referred to as Documents, because Borrower desires to extend the maturity of the Note for thirty six (36) months from the date hereof, to modify the amount of monthly payments and to establish a minimum rate; and because the parties desire to amend documents to correct discrepancies and 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) The Documents are hereby amended as follows:

- (a) The principal amount wherever said amount is expressed therein, is hereby amended to provide: Six Hundred Ninety Eight Thousand One Hundred Sixty Three AND 01/100 (\$698,163.01) DOLLARS.

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- (b) Monthly installments of principal and interest shall be made in the sum of Seven Thousand Three Hundred Fifty Two AND 22 /100 (\$7,352.22) DOLLARS payable at the rate specified therein each and every month for 35 consecutive months commencing June 15, 1995 with a final payment of the entire outstanding principal balance plus any accrued interest due if not sooner paid, due and payable on May 15, 1998. Payments shall be first applied to any fees or charges outstanding, accrued interest to date of actual payment with the remainder, if any, applied to unpaid principal.

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 2,252.22. Borrower shall be charged an additional amount equal to such excess. In no event shall the interest charge in any month be less than 10.25%.

If any payment of interest and/or principal due under this note becomes overdue for a period in excess of Eight (8) days, the maker shall pay Five (5%) percent of the amount of the payment due or \$15.00, whichever is greater. If any payment of interest and/or principal remains past due for more than Thirty (30) days the note shall be considered in default and the total balance outstanding shall bear an interest at a rate three and 1/2 (3.5 %) percent per annum, above the Prime Rate of interest charged from time to time by the Bank, until said past-due payment(s) are paid.

- (c) The Maturity Date of the Documents is extended to May 15, 1998.
- (d) The first sentence of the sixth paragraph on page 1 of the consolidated Note dated May 11, 1992, is amended to read: The payment of this Note is secured by Commercial Mortgage Security Agreement and Assignment of Leases and Rents dated June 22, 1990, covering certain real estate commonly known as 6430-50 South Pulaski Rd., Chicago, IL.
- (e) The first sentence of the first paragraph on page 2 of the consolidated Note is amended to read as follows:

Except for permitted sales or transfers, upon the sale or transfer of all or any part of the collateral, without the Bank's prior written consent (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 regulation) Bank at it's option, may declare all obligations, including this Note immediately due and payable without demand or notice and the undersigned shall be in default hereunder.

- (f) The Documents are hereby further amended as follows:
- (i) The Note is hereby amended to include the following two paragraphs:

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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 modify the default provision to include the following additional events of default:

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; or (7) there shall be such change to the financial conditions or position of any obligor (which term includes the Undersigned and all parties secondarily liable on the Note) that Lender in good faith deems itself insecure.

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2. Continued Effectiveness of Documents

In all other respects the Documents 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 Commercial Mortgage Security Agreement and Assignment of Rents to be executed on the date appearing on the first page hereof, Land Trustee 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 on 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 Land Trustee 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.
Chicago Branch

BY: _____
John Psarianos, Deputy Mgr.

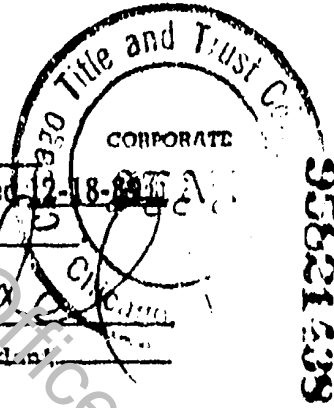
Chicago Title and Trust Co.
as Trustee under Trust Agreement dated 12-18-1971
and known as Trust No. 1023652

BY: _____
Brent Baum, Sr. Loan Officer

BY: _____
TITLE: _____
Asst. Vice President

BY: _____
TITLE: _____
Asst. Secretary

X _____
Spiros Xenos



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CHICAGO TITLE & TRUST COMPANY

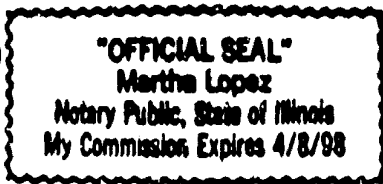
STATE OF ILLINOIS |

COUNTY OF Cook | ^{SS}

I, the undersigned, a Notary public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that ~~Vice President-Frust Officer of~~ CHICAGO TITLE & TRUST COMPANY and ~~Frust 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 ASSB Vice President-Frust Officer, and ~~Assistant-Frust 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 of said Bank, as their free and voluntary act and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and that the said ~~Assistant-Frust Officer~~ then and there acknowledged that ~~Assistant-Frust Officer~~, as custodian of the corporate seal of said Bank to said instrument as said ~~Assistant-Frust Officer's~~ own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the use and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11th day of Sept 1995

(seal)



Martha Lopez
Notary Public

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 SPIRO XENOS 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 8 day of September 1995



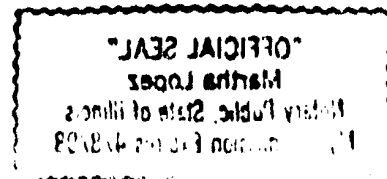
Loretta Lelis
Notary Public

(SEAL)

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STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John Peariance and Brent Baum 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 Bank and caused the seal of said Bank 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 _____ day of _____ 19____.

Notary Public

Notary of Cook County Clerk's Office

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This Rider Hereto Attached and made a part of the
LOAN MODIFICATION AGREEMENT dated MAY 15, 1986 between

Spiro Xenos and Chicago Title
and Trust Co. as Trustee UTA dated

December 18, 1989 AKA Trust No. 1093612

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

Legal Description:

LOTS 11, 12, 13, 14, 15, 16, 17 AND 18 (EXCEPT THAT PART OF SAID LOTS LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 22, AS CONDEMNED FOR WIDENING OF CRAWFORD AVENUE IN CASE 443985 SUPERIOR COURT) IN BLOCK 8 IN ARTHUR T. MC INTOSH'S CRAWFORD AVENUE ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERRIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 19-22-215-031 (AFFECTS LOT 11), 19-22-215-032 (AFFECTS LOT 12), 19-22-215-033 (AFFECTS LOT 13), 19-22-215-034 (AFFECTS LOT 14), 19-22-215-035 (AFFECTS LOT 15), 19-22-215-036 (AFFECTS LOT 16), 19-22-215-037 (AFFECTS LOT 17) AND 19-22-215-038 (AFFECTS LOT 18), VOLUME 399.

ADDRESS OF PROPERTY

6430-50 South Pulaski Road
Chicago, Illinois

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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