

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

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LOAN NO. 60269-01

This Loan Modification Agreement and Amendment To the Note and Mortgage and Assignment of Rents and Loan Agreement is entered into this 1st day of February, 1995, by and between the NATIONAL BANK OF GREECE, S.A. CHICAGO BRANCH as Lender, and Dino Alex as Borrower/Mortgagor and Steve Alex and Andy Alex as Mortgagors.

WHEREAS, the Lender and Borrower have entered into a Line of Credit and Loan Agreement by the terms of which Lender has extended FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS (Maximum) secured by a Mortgage and Assignment of Rents dated October 18, 1993, and recorded on October 27, 1993 as Document Numbers 93K83991, and 93K83992, and

WHEREAS, the Lender has extended a Line of Credit in the amount of FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS (Maximum) and enabling Dino Alex to borrow monies from Lender, and

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WHEREAS, the parties desire to convert the Line of Credit to a \$500,000.00 term loan calling for monthly installments of principal and interest, and to extend the term for a period of 3 years, to be secured by the same collateral as the original Line of Credit was secured by.

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 and Line of Credit Loan Agreement. The Note and Mortgage and Assignment of Rents and Line of Credit Loan Agreement is hereby amended as follows:

- (a) Payments shall be in 36 successive monthly installments of principal and accrued interest as follows: 35 monthly installments at \$5,600.00 each, and the final installment of the then outstanding principal balance of the Note together with all outstanding interest accumulated thereon.

The first installment to begin on the first day of March 1995, and successive monthly installments shall be paid on the same day of each

S 1373360 J. K. NATZ

Box 97

3500SR

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month thereafter until paid.

Interest of the unpaid principal thereof shall be computed on a 360-day year basis for the actual number of days elapsed and shall be due and payable on the respective principal installment due dates at a rate per annum equal to:

ONE + 1/2 per cent above the Bank's prime rate which rate shall change when the Bank changes the prime rate. The term "prime rate" means the rate of interest publicly announced by the Bank from time to time as its prime rate, which prime rate is not necessarily the lowest rate charged by the Bank to any of its customers. The Bank is not obligated to give notice of fluctuations in the prime rate.

Payments shall be first applied to accrued interest to date of actual payment with the remainder, if any, applied to the 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 \$5,600.00, Borrower shall be charged an additional amount equal to such excess. Interest shall be computed on a 360-day year and shall be charged for the actual number of days elapsed. In no event shall the charge in any month be less than ten and 1/2 (10.5%) percent.

If any payment of principal and interest of the unpaid principal balance due under this note becomes overdue for a period in excess of seven (7) days, the borrower shall pay Five (5%) per cent of the amount of the payments due or \$15.00, whichever is higher, and payments of principal and interest past due for more than thirty (30) days shall bear interest at the rate of prime plus * (3.5%) percent per annum until paid. Such late charges shall be in addition to and separate from any increase in interest due the Lender as a result of the calculation of the interest due under this note at the default rate.

Interest shall accrue after maturity (whether by acceleration or otherwise) at Prime + * (3.5%) percent until the principal balance is fully paid.

- (b) The Maturity Date of the Note and Mortgage and Assignment of Rents and Loan Agreement is extended to February 1, 1998.
- (c) 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

*three and 1/2

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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 Mortgage is hereby amended to include the following substituted paragraph 10:

10. At the option of Mortgagor, 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.

- (iii) The Loan Agreement is hereby amended to include the following additional events of Default within the third paragraph on page 2 thereof:

Undersigned fails to provide personal and business financial statements on an annual basis, or on a more frequent basis, at the discretion of National Bank of Greece, S.A., Chicago Branch. There shall be such change to the financial conditions or position of any Obligor (which term includes the Undersigned and all parties

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secondarily liable on the Note) that Lender in good faith deems itself insecure.

2. Continued Effectiveness of Documents


In all other respects the Note, Loan Agreement, Mortgage and Assignment of Rents and 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 and Loan Agreement to be executed on the date hereof.

NATIONAL BANK OF GREECE, S.A.

BY: 
John Psarianos, Deputy Manager


Dino Alex, Borrower/Mortgagor

BY: 
Brent Baum, Sr. Loan Officer


Steve Alex, Mortgagor


Andy Alex, Mortgagor

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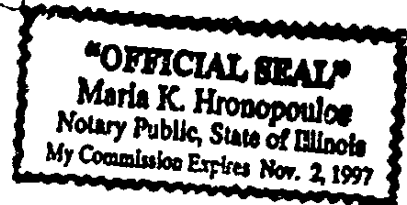
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STATE OF ILLINOIS]
COUNTY OF COOK] SS

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid DO HEREBY CERTIFY, that the above named Dino Alex personally known to me to be the same person(s) whose name(s) 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 and as the free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 16 day of February 1995.

Maria K. Hronopoulos
Notary Public
My Commission Expires:

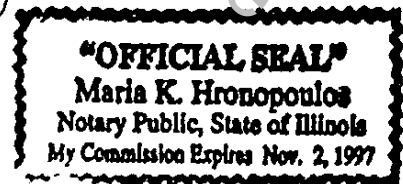


STATE OF ILLINOIS]
COUNTY OF COOK] SS

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid DO HEREBY CERTIFY, that the above named Steve Alex personally known to me to be the same person(s) whose name(s) 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 and as the free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 16th day of February 1995.

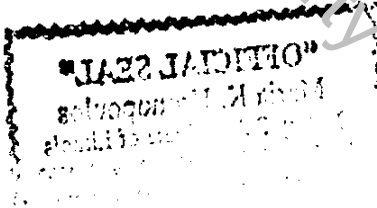
Maria K. Hronopoulos
Notary Public
My Commission Expires:



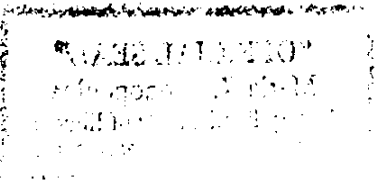
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SUSPICION



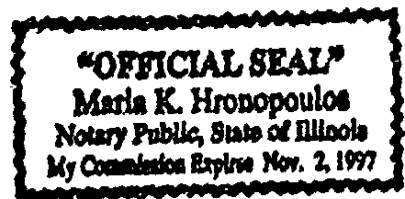
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STATE OF ILLINOIS]
COUNTY OF COOK] SS

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid DO HEREBY CERTIFY, that the above named Andy Alex personally known to me to be the same person(s) whose name(s) 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 and as the free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 16th day of February 1995.


Notary Public
My Commission Expires:

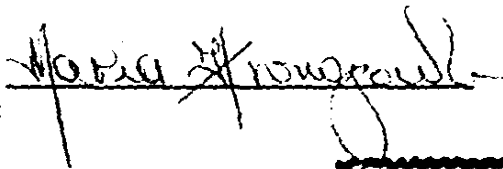


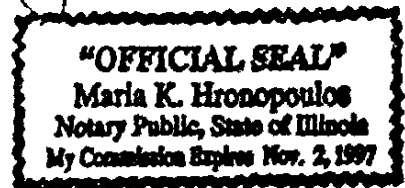
STATE OF ILLINOIS]
COUNTY OF COOK] SS

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid DO HEREBY CERTIFY that the above named John Psarianos and Brent Baum, 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 severally acknowledged that they signed and delivered the said instrument as such officers of the Bank and caused the seal of said Bank to be thereunto affixed as their free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 16 day of February 1995.

Notary Public





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JANUARY 1, 1818
JANUARY 1, 1818

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"STATE OF ILLINOIS"
OFFICIAL SEAL
JANUARY 1, 1818
JANUARY 1, 1818

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CONSENT OF GUARANTORS

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, Loan Agreement, Mortgage and Assignment of Rents, and agree that their guaranty shall apply to the new loan extended maturity date of February 1, 1998 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.

[Signature]
Steve Alex

[Signature]
Andy Alex

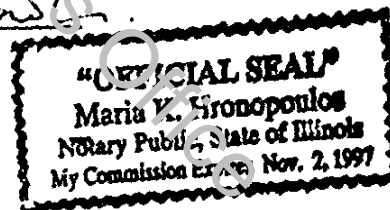
STATE OF ILLINOIS]
COUNTY OF COOK] SS

I, MARIA HIRONOPOULOS, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above named Steve Alex, who is/are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing 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 10 day of February, 1995.

(SEAL)

[Signature]
Notary Public



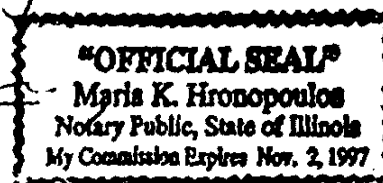
STATE OF ILLINOIS]
COUNTY OF COOK] SS

I, MARIA HIRONOPOULOS, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above named Andy Alex, who is/are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing 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 10 day of February, 1995.

(SEAL)

[Signature]
Notary Public



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CLERK OF COURT
COOK COUNTY, ILLINOIS
100 N. LAUREL ST.
CHICAGO, ILL. 60602
TEL: 312.603.1000
WWW.COOKCOUNTYCLERK.COM

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EXHIBIT A

This Rider Hereto Attached and made a part of the
LOAN MODIFICATION AGREEMENT
Dated February 1st, 1995, between Dino Alex, Steve Alex, Andy Alex.
and NATIONAL BANK OF GREECE, S.A., CHICAGO BRANCH

Legal Description:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 0, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF WILSON STREET WITH THE WEST LINE OF ISLAND AVENUE; THENCE SOUTH 09 DEGREES 20 MINUTES 0 SECONDS WEST ALONG SAID NORTH LINE OF WILSON STREET, 151.00 FEET ON THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO MCDONALD'S CORPORATION BY DOCUMENT 1400392; THENCE NORTH 0 DEGREES 40 MINUTES 0 SECONDS WEST ALONG THE EAST LINE OF SAID TRACT, 378.99 FEET TO AN ANGLE IN THE EAST LINE OF SAID TRACT; THENCE NORTH 26 DEGREES 32 MINUTES 45 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID TRACT AND SAID NORTHEASTERLY LINE EXTENDED 45.37 FEET TO AN ANGLE POINT IN THE SOUTHERLY LINE OF HOUSTON STREET AS ESTABLISHED BY DEDICATION RECORDED JUNE 20, 1966 AS DOCUMENT 1073717; THENCE NORTH 09 DEGREES 20 MINUTES 0 SECONDS EAST ALONG SAID SOUTHERLY LINE OF HOUSTON STREET AS ESTABLISHED IN DOCUMENT 1073717, 125 FEET TO AN ANGLE POINT; THENCE SOUTH 43 DEGREES 39 MINUTES 0 SECONDS EAST ALONG A SOUTHWESTERLY LINE OF SAID HOUSTON STREET AS ESTABLISHED IN DOCUMENT 1073717, 23.18 FEET TO AN ANGLE POINT; THENCE SOUTH 1 DEGREE 0 MINUTES 0 SECONDS EAST ALONG A WESTERLY LINE OF SAID HOUSTON STREET AS ESTABLISHED IN DOCUMENT 1073717, 11.04 FEET TO THE NORTHWEST CORNER OF SAID ISLAND AVENUE; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID ISLAND AVENUE 226.52 FEET TO AN ANGLE POINT IN SAID WESTERLY LINE; THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF ISLAND AVENUE, 136.20 FEET TO THE POINT OF BEGINNING, IN THE CITY OF DAVAVIA, KANE COUNTY, ILLINOIS.

P.I.N. 12-22-252-013

Common Address: River Square Shopping Center
10-00 North Island Avenue; Davavia, Illinois

THIS INSTRUMENT WAS PREPARED BY:

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

RECORD AND RETURN TO:

NATIONAL BANK OF GREECE, S.A.
Chicago Branch 168 N. Michigan Avenue
Chicago Illinois 60601

Attn: Loan Dept.

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