

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

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Loan No. 6022101

This Loan Modification Agreement and Amendment To the Note and Mortgage and Assignment of Rents and Line of Credit Loan Agreement is entered into this 16th day of December, 1994, by and between the National Bank of Greece, S.A., CHICAGO BRANCH as Lender, and Standard Bank and Trust company as Trustee U/WA dtd 5/7/92 a/k/a/ Tr. No. 13236 and Leo Yannopoulos, Dimitrios Karamagiannis and Athenian Body Shop and Sales, Inc. d/b/a/ Hellas Auto Sales as Successor in Interest to Hellas Auto Sales, Inc., as Borrower.

WHEREAS, the Lender and Borrower have entered into a Line of Credit and Loan Agreement by the terms of which Lender has extended ONE HUNDRED SIXTY THOUSAND AND 00/100 (\$160,000) DOLLARS secured by a Mortgage and Assignment of Rents dated October 19, 1992, and recorded on October 26, 1992, as Document Numbers 92793018/19; as modified by Loan Modification Agreement dated 12-16-93 and recorded on 1-23-93 as Document No. 03058099; and

WHEREAS, the Lender has extended a Line of Credit in the amount of ONE HUNDRED SIXTY THOUSAND (\$160,000.00) DOLLARS (Maximum) and enabling Standard Bank and Trust Company as trustee, not personally, and Leo Yannopoulos, Dimitrios Karamagiannis and Athenian Body Shop and Sales, Inc. D/B/A Hellas Auto Sales as Successor in interest to Hellas Auto Sales, Inc. to borrow monies from Lender, and

WHEREAS, the parties desire to extend Line of Credit for an additional period of one (1) year 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 the Line of Credit Loan Agreement is hereby amended as follows:

(a) A monthly payment of interest only will be payable at the rate specified therein each and every month for 12 consecutive months commencing on January 16, 1995, monthly with a final payment of the entire outstanding principal balance, plus any accrued interest due if not sooner paid, shall be due and payable on December 16, 1995.

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-2-

(b) The Maturity Date of the Note and Mortgage and Assignment of Rents and Line of Credit Loan Agreement is extended to December 16, 1995.

(c) The Loan Documents are hereby amended to conform to forms in current use by Lender:

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

The aforesaid Security 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 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 Security and such other Note(s).

(ii) 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 regulation), 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 subparagraphs under paragraph #11 regarding events of Default:

(f) It fails to provide personal and business financial statements on an annual basis, or on a more frequent basis at the discretions of National Bank of Greece, S.A., Chicago Branch.

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-3-

(g) 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.

(d) To the extent of any inconsistency between the terms of the Note and Loan Agreement, the terms of the Note shall control.

## 2. Continued Effectiveness of Documents

In all other respects the Note, Line of Credit 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 Line of Credit Loan Agreement to be executed on the date hereof, Standard Bank and Trust Company 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 written above. 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 herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding only that portion of the trust properly specifically described herein, and this instrument is executed and delivered by said trustee not in 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 Standard Bank and Trust Company 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 GREESE, S.A.

BY: [Signature]  
J. Psarinos, Deputy Manager

BY: [Signature]  
Brent Baum, Sr. Loan Officer

[Signature]  
Leo Yannopoulos

[Signature]  
Dimitrios Karamaglanis

Standard Bank and Trust Company  
as Trustee as aforesaid

Athenian Body Shop and Sales, Inc.  
d/b/a/ Hellas Auto Sales as  
Successor in interest to Hellas  
Auto Sales, Inc.

X BY: [Signature]  
Brigitte W. Scanlan, AVP & T.O.  
ATTEST: [Signature]  
Brian M. Granato, T.O.

X BY: [Signature]  
Attest: \_\_\_\_\_

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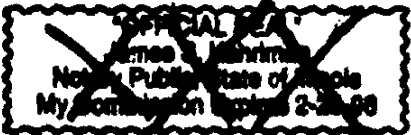
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STATE OF ILLINOIS |  
                              | SS  
COUNTY OF COOK |

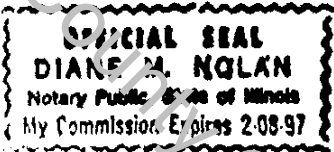
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that <sup>ASST</sup> Vice President - Trust Officer of Standard Bank and Trust Company and, and Trust Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such Asst. Vice President - Trust Officer, and Trust - 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 Trustee as aforesaid, for the uses and purposes therein set forth; and the said then and there acknowledged that said Assistant Trust- Officer, as custodian of the corporate seal of the bank, as Trustee Officer's own free own free and voluntary act of said bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand Notarial Seal, this 31st day of January, 1995.



[Signature]  
Notary Public

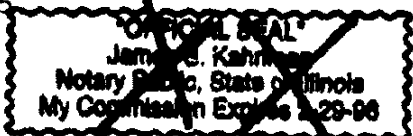
(SEAL)



STATE OF ILLINOIS |  
COUNTY OF            | SS

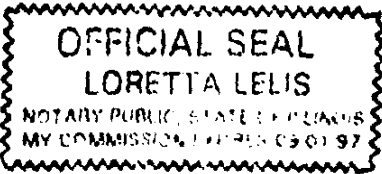
I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above named John Psarrianos and Brent Baum, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed as their own free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 1st day of March, 1995.



[Signature]  
Notary Public

(SEAL)



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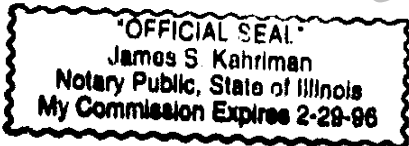
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-5-

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid DO HEREBY CERTIFY, that the above named Leo Yannopoulos 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 CORPORATION and caused the seal of said \_\_\_\_\_ to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said CORPORATION, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 25<sup>th</sup> day of JANUARY, 1995.



X James S. Kahrman  
Notary Public

(SEAL)

My Commission Expires:

2/29/96

STATE OF ILLINOIS )  
COUNTY OF \_\_\_\_\_ ) SS

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above named Leo Yannopoulos, 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 25<sup>th</sup> day of JANUARY 1995.



(SEAL)

X James S. Kahrman  
Notary Public

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-6-

STATE OF ILLINOIS)  
COUNTY OF Cook 1 995

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above named Matthias Karamagiannis 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 use and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 13 day of MARCH 1995.

OFFICIAL SEAL  
James S. Kachiman  
Notary Public, State of Illinois  
My Commission Expires 2-29-96

*James S. Kachiman*  
Notary Public

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This Rider Hereto Attached and made a part of  
LOAN MODIFICATION AGREEMENT AND AMENDMENT TO NOTE  
MORTGAGE AND ASSIGNMENT OF RENTS  
AND LINE OF CREDIT AGREEMENT  
Dated DECEMBER 10, 1994 between  
STANDARD BANK and TRUST CO. as Trustee U/T/A dated May 7, 1992  
known as Trust No. 13236 et al  
and NATIONAL BANK OF GREECE, S.A., CHICAGO BRANCH

## LEGAL DESCRIPTION:

Lots 8 and 9 and the North  $\frac{1}{4}$  of the vacated private road adjoining the South Line of aforesaid Lots in James Industrial Trail Subdivision of that part of the South  $\frac{1}{4}$  of the South West  $\frac{1}{4}$  of Section 8, Township 37 North, Range 13 East of the Third Principal Meridian, which lies West of the Northwest Property Line of the Wabash Railroad and North of the North Line of the Southwest drainage district feeder in all Cook County, Illinois.

P.I.N. 24-08-317-001 and 24-08-317-002

## COMMON ADDRESS:

10101 S. Ridgeland Avenue  
Chicago Ridge, Illinois 60415

## 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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