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. COOK COUNTY RECORDER

LOAN MODIFICATION AGREEMENT

THIS MCDIFICATION AGREEMENT made this 3rd day of June, 1997, by and between Olympic Discount Carpet Sales, Inc., an Illinois Corporation (hereinafter called "Mortgagor") and North Community Bank, an Illinois Banking Corporation, with an office at 3639 North Broadway, Chicago, Illinois 60613 (hereinafter called "Mortgagee").

WITNESSETH:

This Agreement is based upon the following recitals:

A. On June 3, 1996 for full value received, Midwest Trust Services, Inc., successor to Midwest Bank and Trust Company as trustee under trust agreement dated May 4, 1990 and known as Trust No. 90-5986 and Pioneer Bank and Trust Company as trustee under trust agreement dated April 16, 1987 and known as Trust No. 24822 and Olympic Discount Sales, Inc. executed and delivered to Mortgagee a Promissory Note in the principal amount of FIVE HUNDRED THOUSAND DOLLARS AND 00/100 (\$500,000.00) (hereinafter called the "Note"), which payment was, among other things, secured by a certain mortgage, executed and delivered to mortgagee by Olympic Discount Carpet Sales, Inc., (hereinafter called the "Mortgage"), of even date with said Note, covering certain improved real property in the County of Cook, State of Illinois, which Mortgage was recorded on June 7, 1996 and known as Document No. 96-434745 with the Recorder of Deeds of Cook County, Illinois, covering the property described below (hereinafter called the Mortgaged Premises"):

SEE ATTACHED: EXHIBIT B

- B. Mortgagor has requested that certain modifications be made in the above-mentioned Note and Mortgage.
- C. The outstanding principal balance of said Note as of June 3, 1997 is \$500,000.00

57.50

D. Mortgager represents to Mortgagee that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises (unless disclosed to Mortgagee, and such subsequent lienholder has agreed to consent to this Modification Agreement and subordinate its lien to the lien of the Mortgage, as herein modified, which Consent and Subordination is attached hereto as Exhibit "A"), and that the lien of the Mortgage, as herein modified, is a valid, first and subsisting lien of said Mortgaged Premises.

NOW THEREFORE, for good and valuable consideration, receipt and adequacy of which are hereby acknowledged, the parties hereto do hereby mutually agree that the Note and Mortgage are hereby modified as follows:

- The maturity date of the note shall be changed from June 3 1997 to June 3, 1998.
- All other Ogras and provisions of the Note and Mortgage 2. will remain in full force and effect.

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In consideration of the modification of the terms of the Note and Mortgage by Mortgagee, as hereinabove set forth, Mortgagor does hereby covenant and agree to pay the balance of the indebtedness evidenced by the Note and secured by the Mortgage as herein modified, and to perform the covenants contained in the Mortgage, and further agrees that the prepayment privilege now in effect shall remain in full force and effect, and Mortgagor represents to Mortgagee that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises held by Mortgagee, except as otherwise disclosed herein, and that the lien of the Mortgage is a valid, first and subsisting lien on said Mortgaged Premises.

Nothing herein contained shall in any manner whatsoever impair the Note and the Mortgage as modified hereby, or the first lien created thereby or any other documents executed by Mortgagor in connection therewith, or alter, waive, vary or affect any promise, condition recited in any of covenant adroement. 01 Except as hereinabove otherwise above mentioned documents. provided, all terms and provisions of the Note, Mortgage and other instruments and documents executed in connection with the subject Mortgage loan, shall remain in full force and effect and shall be elasc O binding upon the parties hereto, their successors and assigns.

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UNOFFICIAL COPY

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind the, as of the day and year first above written.

NORTH COMMUNITY BANK, Mortgagee:

Attest:

Its Vice President GERALD S. ROMAN Its Vice President RONALD L. LUDEWIG

STATE OF [L.INOIS)
) ss.
COUNTY OF COUR)

I, Catherine G. Gritner, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Cerald S. Roman, Vice President, and Ronald L. Ludewig, Vice President, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth, and that the seal affixed to the foregoing instrument is the corporate seal and the said instrument was signed, sealed and delivered in the name and in behalf of said corporation as the free and voluntary act of said corporation for the uses and purposes set forth.

Given under my hand and notarial sear this 3rd day of June, 1997.

(NOTARIAL SEAL)

This instrument prepared by:
North Community Bank
3639 N. Broadway
Chicago, IL 60613

My commission expires: 12/19/00

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"OFFICIAL SEAL"
CATHERINE G. GILTINER
Notary Public, State of Illinois
My Commission Expires Dec. 18, 2, 30

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind the, as of the day and year first above written.

Clympic Discount Carpet Sales / Inc.

A/K/A Nike Panigirakis

President

Joseph Panigirakis

A/K/A Joe Panigirákis

Secretary

STATE OF LUTINOIS

SS.

COUNTY OF COCK

I, Catherine G. Giltner, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me. Emmanuel Panigirakis A/K/A Mike Panigirakis and Joseph Panigirakis A/K/A Joe Panigirakis personally known to me to be the President and Secretary of Olympic Discount Carpet Sales, Inc., whose rames are subscribed to the foregoing instrument, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and deed, for the uses and purpose; therein set forth.

Given under my hand and notarial seal this 3rd day of June , 1997.

Prepared by/Mail To:

North Community Bank 3639 N. Broadway Chicago, IL 50613

"Official Seal" CATHERINE G. GILTNER Notary Public, State of Illinois

Motary Public

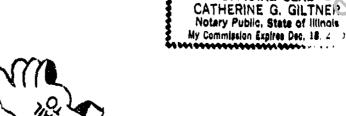


EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 27 IN BLOCK 6 IN KENDALLS BELNONT AND S6TH AVENUE BUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER (EXCEPT THE SOUTH 30 ACRES THEREOF) OF SECTION 28, TOWNSHIF 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-28-138-016

ADDRESS: 3017 N. CENTRAL, CHICAGO, ILLINOIS

PARCEL 1:

LOT 43 IN BLOCK 1 IN HARRIET FARLIN'S SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE TEIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FIN: 13-25-400-002

ADDRESS: 2743 N. CALIFORNIA, CHICAGO, ILLINOIS

PARCEL 31

LOTS 39. 40 AND 41 IN BLOCK 1 IN HARRIET FARLIN'S SUBDIVISION OF THE WEST TERME QUARTERS OF THE NORTH HALF (FECTIVE THE PART THEREOF OCCUPIED BY THE CHICAGO AND HORTH WESTERN RAILWAY) AND THE EAST HALF OF THE SOUTHEAST QUARTER OF THE HORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOR COUNTY, ILLINOIS.

PIN: 13-25-400-004, 13-25-400-005, 13-25-400-006 ADDRESS: 2739 N. CALIFORNIA, CHICAGO ILLINOIS

PARCEL 4:

LOT 42 IN BLOCK 1 IN HARRIET FARLIN'S SUBDIVICION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FIN: 13-25-400-003

ADDRESS: 2741 N. CALIFORNIA, CHICAGO, ILLINOIS

PARCEL B:

LOT 35 IN SLOCK 1 IN HARRIET FARLIN'S SUBDIVISION OF THE MEST HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, LAST OF THE TEIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-25-400-010

ADDRESS: 2725 N. CALIFORNIA, CHICAGO, ILLINOIS

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