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DEPT-81 RECORDING \$35.00
TRAN 5577 02/10/97 09:16:00
KP *-97-093684
COOK COUNTY RECORDER

PEI 78381

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

Loan No.: 60347-01

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13

This Loan Modification Agreement and Amendment To the Mortgage Note, Mortgage and Assignment of Rents and Leases all dated December 15, 1995, recorded on December 28, 1995 as Document Numbers 95900921 and 95900922 is entered into this 15th day of January, 1997, and between the NATIONAL BANK OF GREECE, S.A. CHICAGO BRANCH as Lender, and Sam Romas, Anny Romas and Austin Bank of Chicago, not individually, but as Trustee, under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated December 12, 1977, and known as Trust No. 5843, as Borrower.

WHEREAS, the parties are hereby entering into this Loan Modification Agreement and Amendment to Note, Mortgage and Assignment of Rents & Leases, because Borrower desires to renew and extend said loan; change the interest rate; amortize payments and because the parties desire to amend documents 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) Amendment to the Note, Mortgage and Assignment of Rents & Leases. The Note, Mortgage and Assignment of Rents & Leases, is hereby amended as follows:

(a) Monthly installments of principal and interest shall be made in the sum of Six Hundred and 00/100's DOLLARS (\$600.00) payable at the rate specified herein each and every month for 35 consecutive months commencing February 15, 1997 with a final payment of the entire outstanding principal balance together with all outstanding and unpaid interest accrued thereon to become due on the 36th month.

Interest on the unpaid principal balance thereof shall be computed from the date hereof on a 360 day year basis for the actual number of days elapsed at a rate per annum equal to One percent (1.0%) above the Bank's prime 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.

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 \$600.00, Borrower shall be charged an additional amount equal to such excess. There is no minimum interest rate.

BOX 169

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Payments shall be first applied to any outstanding and unpaid fees or charges then accrued interest to date of actual payment with the remainder, if any, applied to the unpaid principal.

If any payment of principal and interest becomes overdue for a period in excess of seven days (7), the Borrower shall pay five percent (5.0%) of the amount of the payment due or \$15.00, whichever is greater, and any payment past due for more than thirty days (30), shall constitute a default and cause the remaining principal balance to bear an interest at the rate of prime plus three percent (3.0%) per annum until said past due payments are paid.

Interest shall accrue after maturity (whether by acceleration or otherwise) at Prime + three percent (3.0%), until the principal balance is fully paid.

(b) The Maturity Date of the Note, Mortgage and Assignment of Rents & Leases, is extended to January 15, 2000.

(c) The Loan Documents are hereby further amended as follows:

(i) The Note is hereby amended to include the following paragraphs to conform to the Installment Note forms in current use by the Lender

See Exhibit "A"
attached hereto

(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.

(iii) The Mortgage is hereby amended as follows:

Paragraph 5 of the Mortgage is re-numbered as 5A; the following paragraph 5B is included:

5B. Unless Mortgagor provides Mortgagee with evidence of the insurance coverage required by Mortgagor's agreement with Mortgagee, Mortgagee may purchase insurance at Mortgagor's expense to protect Mortgagee's interests in collateral. This insurance may, but need not protect Mortgagor's interests. The coverage purchased may not pay any claim that Mortgagor may make or any claim that is made against Mortgagor in connection with the collateral. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Mortgagor has obtained insurance as required by agreement. If Mortgagee purchases insurance for the collateral, Mortgagor will be responsible for the costs of that insurance, including interest and other charges Mortgagee may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Mortgagor is able to obtain.

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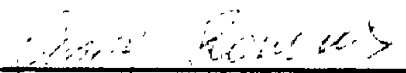
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2. Continued Effectiveness of Documents

In all other respects the Note, Mortgage and Assignment of Rents and Leases 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 the Note, Mortgage and Assignment of Rents & Leases, 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; 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.


Sam Romas


Anny Romas

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NATIONAL BANK OF GREECE, S.A.
Chicago Branch

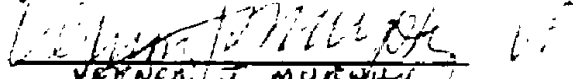
BY: 
V. KATSIRAS, MANAGER

BY: 
J. PSARINOS, DEPUTY MGR.

Austin Bank of Chicago
as Trustee under Trust Agreement dated 12-12-77
and known as Trust No. 5843

BY: 
RUDOLPH C. SCHOPPE

TITLE: VICE PRESIDENT-TRUST OFFICER

BY: 
VERNON J. MURPHY

TITLE: ASST. TRUST OFFICER

THIS DOCUMENT IS EXECUTED SOLELY BASED ON INFORMATION FURNISHED BY THE BENEFICIARY OR BENEFICIARIES OF THE AFORESAID TRUST. THE UNDERSIGNED HAS NO PERSONAL KNOWLEDGE OF ANY OF THE FACTS OR STATEMENTS HEREIN CONTAINED.

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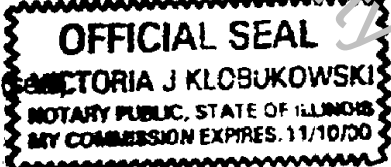
STATE OF ILLINOIS]

]SS

COUNTY OF COOK]

I, the undersigned, a Notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Vice President-Trust Officer of AUSTIN BANK OF CHICAGO 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 _____ Vice President-Trust Officer, and Assistant-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 that the said Assistant -Trust Officer then and there acknowledged ~~as~~ Assistant - Trust Officer, as custodian of the corporate seal of said Bank to said instrument as said Assistant - Trust 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 4TH day of FEBRUARY 1997



Victoria J. Klobukowski
Notary Public

STATE OF ILLINOIS]

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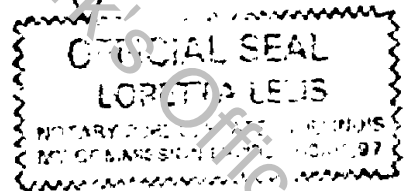
COUNTY OF COOK]

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above named SALVATORE & FAMILY COMPANY 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 31ST day of JANUARY 1997

(SEAL)

Loretta Leis
Notary Public



STATE OF ILLINOIS]

]SS

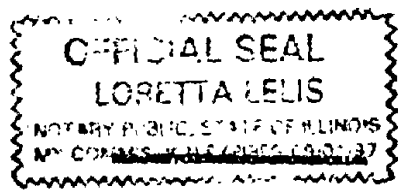
COUNTY OF COOK]

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid DO HEREBY CERTIFY, that SALVATORE & FAMILY COMPANY 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 17TH day of FEBRUARY 1997.

(SEAL)

Loretta Leis
Notary Public



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EXHIBIT A TO LOAN MODIFICATION AGREEMENT
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As security for the payment of this note and any and all other liabilities, and obligations of the Undersigned to Bank, howsoever created, arising or evidenced, and howsoever owned, held or acquired, whether now or hereafter existing, whether held or acquired, whether now due or to become due, whether direct or indirect, or absolute or contingent, and whether several, joint or joint and several (all of which liabilities and obligations, including this note, are hereinafter called the "Obligations"), the Undersigned does hereby pledge, assign, transfer and deliver to Bank and does hereby grant to Bank a continuing security interest in and to any property of the Undersigned of any kind or description, tangible or intangible, now or hereafter assigned, transferred or delivered to or left in or coming into possession, control or custody of Bank by or for the account of the Undersigned (including, but not limited to (1) cash, negotiable instruments, documents of title, chattel paper, securities, certificates of deposit, deposit accounts, interest or dividends thereon, other cash equivalents and all other property of whatever description of the Undersigned, whether now existing or hereafter acquired, and now or hereafter in the possession or control of or assigned to the Bank, and the products and proceeds therefrom; and (2) the additional property of the Undersigned, whether now existing or hereafter acquired and the products and proceeds therefrom, described and set forth as follows:

The payment of this Note is secured by Mortgage bearing even date herewith to National Bank of Commerce, S.A., Chicago Branch, on real estate in the County of COOK**, Illinois, it is agreed that at the election of the holder or holders hereof and without notice, the principal now remaining unpaid hereon, together with accrued interest thereon, shall become at once due and payable at the place of payment of aforesaid in case of default in the payment of principal or interest when due in accordance with the terms hereof or in case at any time hereafter the right to foreclose the said Mortgage shall accrue in the legal holders hereof under any of the provisions contained in said Mortgage.

**SEE EXHIBIT B ATTACHED HERETO

The Undersigned agrees to deliver to Bank forthwith upon its demand, such other collateral as Bank may request from time to time should the value of the Collateral decline, deteriorate, depreciate or become impaired, and does hereby grant to Bank a continuing security interest in such other collateral which, when pledged, assigned and transferred to Bank shall be and become part of Collateral. The Bank's security interests in each of the forgoing collateral shall be valid, complete and perfected whether or not the same shall be covered by specific assignment.

The Bank shall have exercised reasonable care in the custody and preservation of the Collateral if it takes such action for that purpose as the Undersigned shall reasonably request in writing, provided that such request shall not be inconsistent with Bank's status as a secured party, but the failure to comply with any such request shall not be deemed a failure to exercise reasonable care. The Undersigned shall have the sole responsibility for taking such steps as may be necessary from time to time to preserve all rights of the Undersigned and Bank in the Collateral against prior parties.

The Bank may take such action from time to time as it may deem appropriate to maintain or protect the Collateral, and in particular may at any time (1) transfer the whole or any part of the Collateral into the name itself or its nominee; (2) collect any amounts due on the Collateral directly from the persons obligated thereon; (3) vote the Collateral; (4) take control of any proceeds and products of the Collateral; (5) sue or make any compromise or settlement with respect to any of the Collateral; or (6) make an election with respect to the Collateral under section 1111 of the Bankruptcy Code now existing or hereafter amended; provided, however, that any such action of the Bank as in this paragraph set forth shall not in any manner whatsoever, impair or affect the liability thereunder, nor prejudice or waive nor be construed to impair, affect, prejudice or waive Bank's rights and remedies at law, in equity or statute, nor release or discharge, nor be construed to release or discharge, the Undersigned or any guarantor or other person, firm or corporation liable to the Bank for the obligation and indebtedness, whether now existing or hereafter created or arising, evidenced by the note.

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EXHIBIT "B"

This Rider Hereto Attached and made a part of the
~~LOAN MODIFICATION AGREEMENT DTD. 1-15-97~~

Austin Bank of Chicago
as Trustee for Trust No. 5843,

~~et al., and~~

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

Legal Description:

PARCEL 1:
LOT 34 (EXCEPT THE NORTH 4.36 FEET OF THE EAST 27.50 FEET THEREOF) IN GEORGE F. NIXON SECOND CIVIC CENTER ADDITION TO WESTCHESTER IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE SOUTH 5.42 FEET OF THE WEST 77.50 FEET OF LOT 110 IN WILLIAM ZELOSKY'S CIVIC CENTER ADDITION TO WESTCHESTER, IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS MADE BY BANK OF RAVENSWOOD AS TRUSTEE DATED OCTOBER 7, 1976 AND RECORDED OCTOBER 12, 1976 AS DOCUMENT 23668858 AND CREATED BY THE MORTGAGE FROM SAM ROMAS AND ANNY ROMAS TO FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND DATED OCTOBER 15, 1976 AND RECORDED OCTOBER 19, 1976 AS DOCUMENT 23678417 AND AS CREATED BY DEED FROM BANK OF RAVENSWOOD AS TRUSTEE KNOWN AS TRUST NUMBER 1378 TO SAM ROMAS AND ANNY ROMAS DATED OCTOBER 8, 1976 AND RECORDED NOVEMBER 16, 1976 AS DOCUMENT 23712817 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

PIN # 15-21-307-074-

AND 15-21-307-073-

PROPERTY COMMONLY KNOWN AS:

1815 S. Mannheim
Westchester, IL 60154

This Instrument was Prepared By:

L. Lelis
NATIONAL BANK OF GREECE, S.A.
168 N. Michigan Avenue
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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