Real Estate Loan: Principal Amount, Interest Rate, Monthly Payments, Maturity Date or Other Changes.

A Company of the Comp

Loan No. 13930499002

97458334

### FIRSTAR BANK ILLINOIS MODIFICATION AGREEMENT

TERS AGREEMENT, is made and entered into this 15th day of Oc 3 retween Firstar Bank Illinois, (the "Lender") and Carboy Investments. Inc. (t' : "Borrower(s)").

WHEPEAS, the Borrower(s) have executed and delivered to Lender a certain Note dated October 4. 1996, the ("Note") evidencing an indebtedness due and owing from Borrower(s) to Lender in the original Principal Amount of One million one hundred fourty-four thousand and 00/100 (\$1,144,000.00) U.S. Dollars; and

WHEREAS, as security for the Note, Borrower(s) have executed and delivered to Lender a mortgage or trust deed with respect to the Real Estate legally described on Exhibit "A" attached hereto with ("Mortgage"), recorded as documen number\_ the office of the Recorder, Cook County, Illinois.

WHEREAS, as additional security for the Note, Borrower(s) may also have executed and delivered to Lender certain other loan documents to secure the Note (hereinafter the Note, the Mortgage and other loan documents are collectively referred to as the "Loan Documents").

WHEREAS, Borrower(s) and Lender desire to me dify and amend certain terms contained in the Loan Documents:

NOW THEREFORE, it is hereby agreed that in consideration of TEN AND NO/100 (\$10.00) U.S. Dollars, in hand paid, and other good and valuable consideration the following terms of the Loan Documents are modified and amended as follows:

Interest Rate Change: From: 8.25 percent per annum To: 8.15 percent per annum, effective as of the 4th day of October, 1996.

Notwithstanding anything to the contrary herein contained in the Loan Documents, except as explicitly amended and modified herein, shall remain in full force and effect. Further, Borrower(z) expressly reaffirm all other terms and conditions set forth in said Loan Documents.

IN WITNESS WHEREOF, Borrower(s) and Lender have executed this Modified Agreement on the date first above written.

Borrower(s)

Carboy International, Inc.

Glen Corkill, President

Lender:

FIRSTAR BANK ILLINOIS

Beth B. Conaway. Vice President



encedise

Pooling Clerks Office COOK CONNIA RECORDER 75 357-26-\* FF \$ 86524 0014 :80 76\25\40 7701 WART 8352+1 R DEFT-O1-RECORDING-----

OEPT-10 PENALTY

STATE of ILLINOIS)

COUNTY of Cook ) ss.

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that (SLEN W. CORKILL personally know to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that HE signed and delivered in said instrument as A free and voluntary act, for the use and purposes therein set forth.

Given under my hard and official seal this 2/37 day of OCTOBER, 1996.

OFFICIAL DEBORAH A. DAVIS NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 5/8/2000

Notary Public

My commission expires: 05/08/2000

STATE of ILLINOIS)

COUNTY of Cook ) ss.

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Betel B Conaway, personally know to me to be the duly authorized Nice President of Firstar Bank Illinois, a banking corporation and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered in said instrument as the free and voluntary act of said bank, for the use and purposes therein set forth. Given under my hand and official seal this 23,2 day of Ontroller, 1996.

> OFFICIAL SEAL" OURDENE THIEMANN RY PUBLIC, STATE OF ILLINOIS

My commission expires:

Pooling Clerk's Office

97458334

### EXHIBIT "A"

#### LEGAL DESCRIPTION OF REAL ESTATE

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

LOT 10 IN ELMHURST ALGONQUIN INDUSTRIAL PARK UNIT NO. 2, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL 'ERIDIAN, IN COOK COUNTY, ILLINOIS.

97458234

