

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

. DEPT-01 RECORDING 429.50
. T#0013 TRAN 7543 09/14/98 09:08:00
. 47815 ‡ TB * -98-814940
. COOK COUNTY RECORDER

Loan No. 3157014740

**FIRSTAR BANK ILLINOIS
NOTE AND MORTGAGE
MODIFICATION AGREEMENT**

THIS AGREEMENT, is made and entered into this 1st day of June, 1998 by and between Firstar Bank Illinois f/k/a First Colonial Trust Company, as trustee ("Trustee") under Trust Agreement dated August 24, 1988 and known as Trust Number 1-4782 and not personally ("Trust"), Devon Limited Partnership, an Illinois Limited Partnership of which David M. Friedman is the sole General Partner ("Borrower"), and Firstar Bank Illinois f/k/a Michigan Avenue National Bank, ("Lender").

WHEREAS, the Borrower(s) has executed and delivered to Lender a certain Mortgage Note dated October 10, 1988, the ("Note") evidencing an indebtedness due and owing from Borrower(s) to Lender in the original Principal Amount of Eight Hundred Fifty Thousand and 00/100 (\$850,000.00) U.S. Dollars, and:

WHEREAS, the Lender entered into Loan Modification Agreements with the Borrower dated January 1, 1998 (third amendment), January 1, 1995 (second amendment), October 1, 1994 (first amendment).

WHEREAS, as security for the Note, Borrower(s) have executed and delivered to Lender a Mortgage and Security Agreement with respect to the Real Estate legally described on Exhibit "A" attached hereto ("Mortgage"), recorded November 3, 1988 as document number 88-509027, with 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 modify 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:

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Rich

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Maturity Date Change: From: June 1, 1998 To: September 1, 1998.

Notwithstanding anything to the contrary herein contained the Loan Documents, except as explicitly amended and modified herein, shall remain in full force and effect. Further, Borrower(s) 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).

Firststar Bank Illinois f/k/a First Colonial Trust Co.,
as Trustee and not personally

By _____
Name _____
Title _____

Attest _____
Name _____
Title _____
on information and belief and not made as statements of fact.

By _____
Devon Limited Partnership

By David M. Friedman
David M. Friedman, General Partner

Lender:

FIRSTAR BANK ILLINOIS

By Eugene P. Tunney
Name: Eugene P. Tunney
Title: Vice President

Attest Imelda Gonzalez
Name: Imelda Gonzalez
Title: Portfolio Manager

Prepared by and return to:
Imelda Gonzalez
Firststar Bank Illinois
30 N. Michigan Avenue, Suite 300
Chicago, Illinois 60602

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TRUSTEE EXONERATION ATTACHED TO: FIRSTAR BANK ILLINOIS NOTE AND MORTGAGE MODIFICATION AGREEMENT DATED JUNE 1, 1998

This document is executed by FIRSTAR BANK ILLINOIS F/K/A FIRST COLONIAL TRUST COMPANY not personally but as Trustee under Trust No. 1-4782, as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, including but not limited to warranties, indemnifications, and hold harmless representations in said document (all such liability if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

Firstar Bank Illinois, f/k/a First Colonial Trust Company
not personally or individually but as Trustee, Trust # 1-4782

by: June M. Stout
June M. Stout, AVP

Attest: Mary Figiel
Mary Figiel, Land Trust Officer

Illinois)
County of Cook)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify That June M. Stout, personally known to me to be the Asst Vice President of Firstar Bank Illinois and Mary Figiel, personally known to me to be the Land Trust Officer of said Corporation, and 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 as such Asst Vice President and Land Trust Officer of said Corporation, and caused the Corporate Seal of said Corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said Corporation as their free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5th day of August, 1998

Angela McClain
Notary Public



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EXHIBIT "A"

Legal Description:

THE NORTH 1/2 OF LOT 7 (EXCEPT THE EAST 8 FEET THEREOF
USED FOR ALLEY) IN BLOCK 12 IN FRACTIONAL SECTION 15
ADDITION TO CHICAGO IN SECTION 15, TOWNSHIP 39 NORTH,
RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.

Address Known As: 529 South Wabash, Chicago, Illinois

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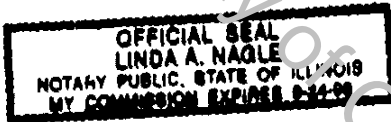
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STATE of ILLINOIS)
COUNTY of COOK) ss.

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that DAVID M. FRIEDMAN and general partner, personally known 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 his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 3rd day of August, 1998.

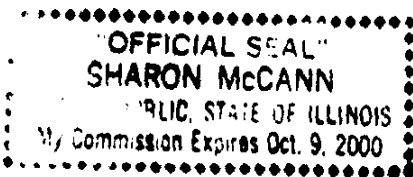


Linda A. Nagle
Notary Public
My commission expires: 8/24/98

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 EUGENE P. TUNNEY, Vice President of Firststar Bank Illinois and INELDA GONZALEZ, Portfolio Manager of said banking corporation personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Administrative Assistant, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said banking corporation, for the uses and purposes therein set forth; and the said Administrative Assistant did also then and there acknowledge that, as custodian of the corporate seal of said banking corporation affix to said instrument as his own free and voluntary act, and as the free and voluntary act of said banking corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3rd day of AUGUST, 1998.



Sharon McCann
Notary Public
My commission expires: _____

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