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**FOURTH MODIFICATION AGREEMENT**

This Fourth Modification Agreement is entered into this 4th day of December, 1997 by and between Firststar Bank Illinois, an Illinois banking corporation, as successor in interest to Firststar Bank West, N.A. ("Lender"), and Milan Cesal and Guadalupe Cesal, his wife, collectively known as borrowers ("Borrowers")

**Recitals**

A. Borrower has executed and delivered to Lender a Promissory Note, Mortgage and subsequent Modification Agreements, described as follows:

1. That certain Promissory Note dated September 15, 1993 in the original principal amount of \$48,000 maturing on September 15, 1995 ("the Note").
2. That certain Mortgage ("Mortgage") dated September 15, 1993 and recorded September 22, 1993 as Document # R93-82327 in Will County, Illinois made by Milan Cesal & Guadalupe Cesal to Firststar Bank West, N.A.
3. That Modification Agreement entered into by Lender and Borrowers dated September 15, 1995 and which matured January 13, 1996.
4. That Modification Agreement entered into by Lender and Borrowers dated January 13, 1996 and which matured on April 12, 1996.
5. That Third Modification Agreement entered into by Lender and Borrowers dated October 15, 1996, and which matured on October 31, 1997. This Third Modification

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Agreement, along with the Modification Agreements dated September 15, 1995 and January 13, 1996 shall collectively be known as the "Modification Agreements".

B. The Note, Mortgage, Modification Agreements and this Fourth Modification Agreement are collectively known as the "Loan Documents".

**Provisions**

Now, therefore, in consideration of a \$1,000 interest payment which pays interest through the approximate date of January 13, 1998 received by Lender on December 3, 1997, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrowers and Lender hereby agree to modify the Loan Documents as follows:

1. **Acknowledgment of Note Balance**- Borrowers and Lender hereby acknowledge and agree that as of the date hereof, the outstanding principal balance under the note is \$37,888.14. In addition to the principal balance, there is a credit balance for interest in the amount of \$385.45 which will be applied to interest through the approximate date of January 13, 1998.

2. **Modification of Loan Documents**- Borrowers and Lender agree to modify the Loan Documents in the following respects:

A. The maturity date shall be extended to September 30, 1998.

B. The interest rate under the Note shall remain fixed at 9.25%. Upon an event of default, the interest rate shall be changed to 14.25%.

C. The repayment schedule shall require all interest to be paid on the first day of the month, beginning February 1, 1998 and on the first day of each succeeding month thereafter, with all outstanding principal and interest due and payable in full on September 30, 1998.

3. **Reaffirmation of Liens**- Borrower hereby reaffirm the liens under the Loan Documents, including the Mortgage and Modification Agreements encumbering certain real property known as Lot 61, in River Woods Estates Unit 2, being a subdivision of part of Southeast 1/4 of Section 3 and part of the North 1/2 of Section 10, Township 37 North, Range 10 East of the Third Principal Meridian, according to the Plat thereof recorded August 15, 1989 as document # R89-40556, in Will County, Illinois, commonly known as 414 York Street, Bolingbrook, IL (PIN# 02-10-218-024-0000) and recorded in the Office of the Will County Recorder on September 22, 1993 as document #R93-82327. Borrowers agree that such modifications shall in no manner affect or impair the Note or the liens securing the same, and that said liens shall not in any manner be waived. Borrowers acknowledge that they remain unconditionally, absolutely, irrevocably, jointly and severally liable for the due and punctual payment of the outstanding principal balance of the Note, plus interest thereon, and any other monies due or which may become due thereon, including, but not limited to attorney fees, costs

of collections, advances for real estate taxes, and repairs necessary to preserve the value of any and all collateral.

4. **Continuing Effect; Ratification**- Except as expressly modified herein, Borrowers expressly ratify the terms and provisions of the Note, Mortgage, Modification Agreements and all other Loan Documents, and acknowledge and agree that such terms and provisions shall continue in full force and effect, and shall be binding on Borrowers.

5. **Representations of Borrowers**- Borrowers hereby represent, warrant, and affirm that all real estate taxes, including any penalties, special assessments or charges against the property securing the Mortgage, including but not limited to, the 1st and Second Installment of 1996 taxes have been paid. Borrowers further represent, warrant, and affirm that any and all assessments owed to any and all Homeowners Associations against the property securing the Mortgage have been paid.

6. **Effective Date of Agreement**- This agreement is effective as of October 31, 1997. All payments received from the inception of time through December 4, 1997 have been correctly applied against the principal and accrued interest balances.

In witness whereof, the parties have executed this Fourth Modification Agreement as of the day and year first written above.

FIRSTSTAR BANK ILLINOIS,

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: Milan Cesal  
Milan Cesal

By: Guadalupe Cesal  
Guadalupe Cesal

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I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Milan Cesal and Guadalupe Cesal, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he signed and delivered said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 11 Day of December, 1997.

Suzanne M Palermo  
Notary Public

My Commission Expires: 03/24/98



State of Illinois )  
 ) SS  
County of DeKalb )

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that David C. Peck, personally known to me to be the same person whose name is, as Vice President/Special Loan Group of Firstar Bank Illinois, an Illinois banking corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he signed and delivered said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 11 Day of December, 1997.

Suzanne M Palermo  
Notary Public

