

Loan Number: 3231001022

**FIRSTAR BANK ILLINOIS
MODIFICATION AGREEMENT**

THIS AGREEMENT, is made and entered into this 6th day of January, 1998 by and between Firstar Bank Illinois formerly known as Community Bank of Edgewater, (the "Lender") and Firstar Bank Illinois Successor Trustee to First Colonial Trust Company, as Trustee under Trust Agreement dated November 9, 1994 and known as Trust No. 1-5293. (the "Borrower(s)").

WHEREAS, the Borrower(s) have executed and delivered to Lender a certain Note dated January 6, 1995, the ("Note") evidencing an indebtedness due and owing from Borrower(s) to Lender in the original Principal Amount of Two Hundred Forty Eight Thousand Five Hundred and 00/100 (\$248,500.00) 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 ("Mortgage"), recorded as document number 95034100 on January 17, 1995 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:

Principal Amount Change: From: Two Hundred Forty-Eight Thousand Five Hundred AND 00/100 (\$248,500.00) U.S. Dollars To: Two hundred Forty Thousand One Hundred Eight and 68/100 (\$ 240,108.68) U.S. Dollars.

Interest Rate Change: From: 9.25% per annum To: 8.25% per annum, effective as of the 6th day of January 1998.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Monthly Payment Change: From: Two Thousand One Hundred Fifty and 96/100 (\$2,150.96) DOLLARS per month To: Two Thousand Forty Five AND 88/100 (\$2,045.88) DOLLARS per month, effective as of the 6th day of February, 1998.

Maturity Date Change: From: January 6, 1998 To: January 6, 1999

Other: None

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):

SEE TRUSTEE EXONERATION, SIGNATURE & NOTARY RIDER ATTACHED & MADE A PART HEREOF.

Firststar Bank Illinois Successor to First Colonial Trust Company, not personally but as Trustee u/t/a dated 11/9/94 and known as Trust #1-5293

Joseph D. Maggio
Joseph D. Maggio, Guarantor

[Signature]
Maria Maggio Guzik, Guarantor

David Guzik
David Guzik, Guarantor

James E. Keup
James E. Keup, Guarantor

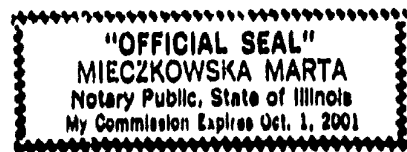
Bartolo Maggio
Bartolo Maggio, Guarantor

Lender:

FIRSTSTAR BANK ILLINOIS
f/k/a Community Bank of Edgewater

Witnesses:
I, Notary Public, appeared before me on this 11th day of January 1998 by Joseph D. Maggio, Maria Maggio, David Guzik, James E. Keup and Bartolo Maggio.

By: *Judith E. Johnson*
Title Vice President



UNOFFICIAL COPY

Property of Cook County Clerk's Office

TRUSTEE EXONERATION ATTACHED TO: MODIFICATION AGREEMENT
DATED JANUARY 6, 1998

This document is executed by FIRSTAR BANK ILLINOIS, not personally but as Trustee, 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,
Trustee, Trust # 1-5293 & not personally or individually.

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

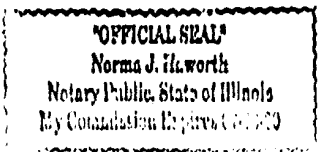
Attest: Angela Mc Clain
Angela Mc Clain, Land Trust Officer

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 the Asst Vice President of Firstar Bank Illinois and Angela Mc Clain, personally known to me to 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 18th day of February, 1998.

Norma J. Saworth
Notary Public



UNOFFICIAL COPY

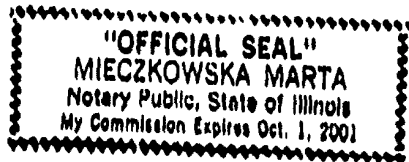
Property of Cook County Clerk's Office

STATE of ILLINOIS)
SS.
COUNTY of COOK)

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that David Guzik, 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 that he signed and delivered in said instrument as his free and voluntary act, for the use and purposes therein set forth.

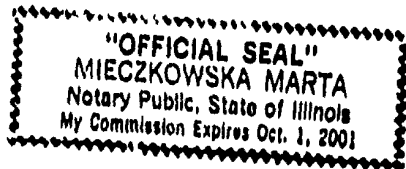
Given under my hand and official seal this 11th day of January, 1998.
Marta Mieczkowska
Notary Public
My commission expires: Oct 1, 2001

STATE of ILLINOIS)
SS.
COUNTY of COOK)



I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Maria Maggio Guzik, 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 that she signed and delivered in said instrument as her free and voluntary act, for the use and purposes therein set forth.

Given under my hand and official seal this 11th day of January, 1998.
Marta Mieczkowska
Notary Public
My commission expires: Oct 1, 2001



UNOFFICIAL COPY

Property of Cook County Clerk's Office

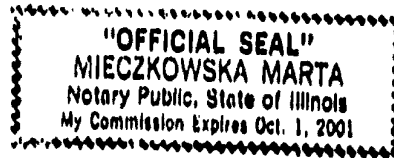
STATE of ILLINOIS)
SS.
COUNTY of COOK)

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Joseph J. Maggio, personally known to me to be the same person whose name is subscribed to the oregoing 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 use and purposes therein set forth.

Given under my hand and official seal this 11th day of January, 1998.

Marta Mieczkowska
Notary Public

My commission expires: Oct 1, 2001



STATE of ILLINOIS)
SS.
COUNTY of COOK)

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Bartolo Maggio, personally known to me to be the same person whose name is subscribed to the oregoing 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 use and purposes therein set forth.

Given under my hand and official seal this 11th day of January, 1998.

Marta Mieczkowska
Notary Public

My commission expires: Oct 1, 2001



UNOFFICIAL COPY

Property of Cook County Clerk's Office

STATE of ILLINOIS)
SS.
COUNTY of COOK)

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that James E. Keup, personally known to me to be the same person whose name is subscribed to the oregoing 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 use and purposes therein set forth.

Given under my hand and official seal this 11th day of January, 1998.

Marta Mieczkowska
Notary Public

My commission expires: Oct 1, 2001



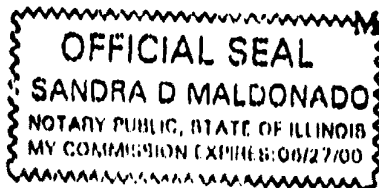
State of Illinois)
County of Cook) ss.

I, the undersigned, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY, that Judith E. Johnson, Vice President of Firstar Bank Illinois personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as her own free and voluntary acts, and as the free and voluntary act of said banking corporation, for the uses and purposes therein set forth.

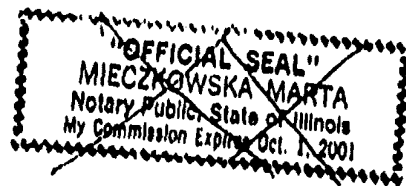
Given under my hand and notarial seal this 16th day of February, 1998

Sandra D. Maldonado
Notary Public

My commission expires: Oct 1, 2001



gwt/mrd
REV. 1/93



UNOFFICIAL COPY

Property of Cook County Clerk's Office

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

LOT 13 AND THE SOUTH 5 FEET OF LOT 14 IN BLOCK 2 IN COCHRAN'S ADDITION TO EDGEWATER BEING A SUBDIVISION OF THE SOUTH 1946 FEET OF THE WEST 1320 FEET OF THE EAST FRACTIONAL HALF OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 5807-09 N. WINTHROP, CHICAGO, ILLINOIS 60660.

PIN #14-05-401-021-0000

Property of Cook County Clerk's Office

Mail to:

Firststar Bank Illinois
Attn: J. Johnson
30 N. Michigan Ave.
Chicago, Il. 60602

