

UNOFFICIAL COPY

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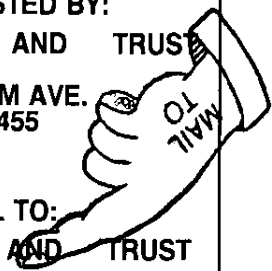
3814/0013 80 002 Page 1 of 3
2000-07-10 10:33:56
Cook County Recorder 25.50



00506160

RECORDATION REQUESTED BY:

PRAIRIE BANK AND TRUST COMPANY
7661 SOUTH HARLEM AVE.
BRIDGEVIEW, IL 60455



WHEN RECORDED MAIL TO:

PRAIRIE BANK AND TRUST COMPANY
7661 SOUTH HARLEM AVE.
BRIDGEVIEW, IL 60455

COOK COUNTY
RECORDER

EUGENE "GENE" MOORE
BRIDGEVIEW OFFICE

SEND TAX NOTICES TO:

Prairie Bank and Trust Company
7661 South Harlem
Bridgeview, IL 60455

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: Prairie Bank and Trust Company
7661 S. Harlem
Bridgeview, Illinois 60455

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED MAY 10, 2000 BETWEEN Prairie Bank and Trust Company, as Trustee, not personally, but as Trustee under Trust Agreement dated April 7, 1999 and known as Trust No. 99-041, (referred to below as "Grantor"), whose address is 7661 South Harlem, Bridgeview, IL 60455; and PRAIRIE BANK AND TRUST COMPANY (referred to below as "Lender"), whose address is 7661 SOUTH HARLEM AVE., BRIDGEVIEW, IL 60455.

MORTGAGE. Grantor and Lender have entered into a mortgage dated June 10, 1999 (the "Mortgage") recorded in Will County, State of Illinois as follows:

Recorded 6/17/99 in Will County, Illinois as Document R 99076066, and modified by Modification of Mortgage recorded 1/5/2000 in Will County, Illinois as Document No. R 200001445, and modified by Modification of Mortgage dated 2/10/00 and recorded as Document No. R 2000012188

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property (the "Real Property") located in Will County, State of Illinois:

LOT 61 IN PHEASANT CHASE UNIT 2, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 6, 1994 AS DOCUMENT NO. R94-48215, IN WILL COUNTY, ILLINOIS

The Real Property or its address is commonly known as Lot 61, 380 Pheasant Chase Drive, Bolingbrook, IL 60440. The Real Property tax identification number is 02-18-405-014.

MODIFICATION. Grantor and Lender hereby modify the Mortgage as follows:
extend maturity to May 10, 2001.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the

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representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS. BORROWER IS EXECUTING THIS MODIFICATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE TRUST AGREEMENT DESCRIBED AS PRAIRIE BANK AND TRUST COMPANY, TRUST NO. 99-041 AND DATED APRIL 7, 1999.

BORROWER:

Prairie Bank and Trust Company as trustee uca #99-041 dtd 4/7/99 & not individually.

By: _____
Asst. Trust Officer

By: _____
Asst. Trust Officer

LENDER:

PRAIRIE BANK AND TRUST COMPANY

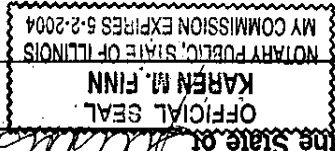
By: _____
Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____
() ss _____

On this _____ day of _____, 2000, before me, the undersigned Notary Public, personally appeared Asst. Trust Officer and Asst. Trust Officer of Prairie Bank and Trust Company, and known to me to be authorized agents of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By: _____
Residing at _____
Notary Public in and for the State of Illinois
My commission expires _____



EXCULPATORY CLAUSE
It is expressly understood and agreed by and between the parties herein to the contract, that each and all of the warranties, covenants, representations, agreements, undertakings and agreements made on the part of the Trustee while in form-
purporting to be the warranties, covenants, representations, agreements and agree-
ments of said Trustee, are nevertheless each and every one of them, made and intended not as
personal warranties, indemnities, representations, covenants, undertakings and agreements by
the Trustee or for the purpose or with the intention of binding said Trustee personally but are
made and intended for the purpose of binding only that the portion of the trust property specifi-
cally described herein, and this instrument is executed and delivered by said Trustee not in its
own right, but solely in the exercise of the powers conferred upon it as such trustee; and that no
personal liability or personal responsibility is assumed by nor shall at any time be asserted or
enforceable against PRAIRIE BANK AND TRUST COMPANY under said Trust Agreement, 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.
PRAIRIE BANK AND TRUST COMPANY

5-10-2000
PROPERTY OF COOK COUNTY CLERK'S OFFICE

LENDER ACKNOWLEDGMENT

STATE OF Illinois)

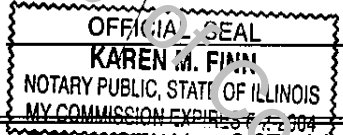
COUNTY OF Cook) ss

On this 29th day of June, 2000, before me, the undersigned Notary Public, personally appeared Patrick Murray and known to me to be the Assistant Vice President authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By [Signature] Residing at [Address]

Notary Public in and for the State of Illinois

My commission expires



Cook County Clerk's Office