

UNOFFICIAL COPY 00757227

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2000-09-27 16:29:08  
Cook County Recorder 25.50



RECORDATION REQUESTED BY:

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

COOK COUNTY RECORDER  
EUGENE "GENE" MOORE  
BRIDGEVIEW OFFICE

WHEN RECORDED MAIL TO:

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

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 AUGUST 22, 2000, BETWEEN Prairie Bank and Trust Company, as Trustee, not personally, but as Trustee under Trust Agreement dated 9/16/98 and known as Trust No. 98-088, (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 February 22, 2000 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded 03/09/00 in Cook County, Illinois as Document No. 00168459

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

UNITS 1403 AND P-191 IN THE BRISTOL CONDOMINIUM AS DELINEATED AND DEFINED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOTS 1, 2, 3 AND THE NORTH 13 FEET OF LOT 4, THE SAID NORTH 13 FEET OF LOT 4 BEING MEASURED ALONG A LINE EXTENDED SOUTHWARDLY FROM AND AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 4 IN THE SUBDIVISION OF BLOCK 14 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 29, 1999 AS DOCUMENT NUMBER 09204946, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

The Real Property or its address is commonly known as 57 EAST DELAWARE, CHICAGO, IL 60611. The Real Property tax identification number is 17-03-217-013.

MODIFICATION. Grantor and Lender hereby modify the Mortgage as follows:

extned maturity three months to November 22, 2000.

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

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**UNOFFICIAL COPY**

Property of Cook County Clerk

**LENDER:**  
**PRAIRIE BANK AND TRUST COMPANY**  
*[Signature]*  
 By: Authorized Officer

**BORROWER:**  
**Prairie Bank and Trust Company, not personally**  
*[Signature]*  
 By: XARRX Trust Officer  
*[Signature]*  
 By: Asst. Trust Officer  
 A/T/U/T #98-088

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, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED 9/16/98 AND KNOWN AS TRUST NO. 98-088 AND DATED SEPTEMBER 16, 1998.

Mortgage and all parties, makers and endorser 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 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.

It is expressly understood and agreed by and between the parties hereto anything herein to the purport to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee, are nevertheless, representations, covenants, undertakings and agreements by the maker or for the purpose of binding only that the Lender and Trustee personally but as made and intended for the purpose of binding only that the Lender and Trustee personally but as can only be made in the exercise of the powers conferred upon it as such Trustee and that no personal liability or responsibility is assumed by or that at any time be asserted on account of the instrument of this instrument under said Trust Agreement; and that no defect of this instrument or an account of any warranty, indemnity, representation, covenant, or agreement of the Trustee in this instrument contained, other expressed or implied, all such personal liability, if any, being expressly waived and released.

**EXCULPATORY CLAUSE**

00757227

CORPORATE ACKNOWLEDGMENT

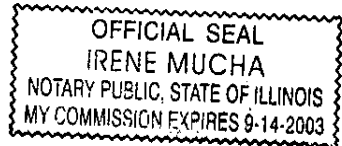
STATE OF Illinois )  
 ) ss  
COUNTY OF Cook )

On this 26th day of Sept, 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 Irene Mucha Residing at Burbank

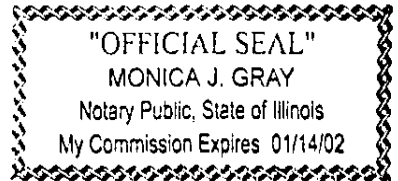
Notary Public in and for the State of Illinois

My commission expires 9/14/2003



LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) ss  
COUNTY OF Cook )



On this 26th day of September, 2000, before me, the undersigned Notary Public, personally appeared MARK W. TREVOR and known to me to be the S.T.P. 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 Monica J Gray Residing at Bridgeway

Notary Public in and for the State of Illinois

My commission expires 1-14-02