

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

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

**WHEN RECORDED MAIL TO:**

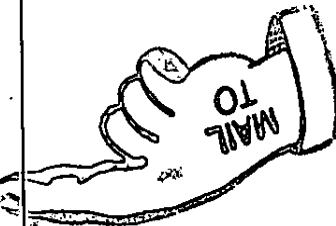
PRAIRIE BANK AND TRUST  
COMPANY  
7661 SOUTH HARLEM AVE.  
BRIDGEVIEW, IL 60455

**SEND TAX NOTICES TO:**

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

00874734

4574/0054 47 002 Page 1 of 3  
2000-11-07 11:27:52  
Cook County Recorder 25.50



COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
BRIDGEVIEW OFFICE

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 OCTOBER 8, 2000, BETWEEN Prairie Bank and Trust Company, as Trustee, not personally, but as Trustee under Trust Agreement dated December 23, 1998 and known as Trust No. 98-109, (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 December 30, 1998 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded 1/12/99 in Cook County, Illinois as Document #99034943 and modified by Modification of Mortgage dated 4/1/99 and recorded as Document No. 99419583 and modified by Modification of Mortgage dated 6/1/99 and recorded as Document No. 99585273, and modified by Modification of Mortgage dated 8/1/99 and recorded as Document No. 09045101, and modified by Modification of Mortgage dated 12/8/99 and recorded as Document No. 00250637

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

LOTS 29, 30, 31 AND 32 IN BLOCK 20 IN CRANE VIEW ARCHER AVENUE HOME ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE NORTH 9.225 ACRES THEREOF AND EXCEPT ALSO A STRIP OF LAND 66 FEET WIDE ACROSS THE WEST 1/2 OF THE SOUTHWEST 1/4 AFORESAID OF SECTION 9 TO BE USED FOR RAILROAD PURPOSES AS DESCRIBED IN DEED TO JAMES T. MAHER DATED APRIL 20, 1896 AND RECORDED MAY 4, 1896 IN BOOK 5728 PAGE 51 AS DOCUMENT 2383034, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 5143 South Central, Chicago, IL 60638. The Real Property tax identification number is Lot 29 19-09-300-020, Lot 30 19-09-300-019, Lot 31 19-09-300-018, Lot 32 19-09-300-017.

**MODIFICATION.** Grantor and Lender hereby modify the Mortgage as follows:  
extend maturity to April 8, 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

Property of Community Clerk's Office

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 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. 98-109 AND DATED DECEMBER 23, 1998.

BORROWER:

Prairie Bank and Trust Company AS TRUSTEE U/H/A# 98-109 & NOT INDIVIDUALLY

By: Nancy D. Howard  
Asst. Trust Officer

By: Terrell M. Smith  
Asst. Trust Officer

EXEMPTATORY CLAUSE

It is expressly understood and agreed by and between the parties herein to the contrary notwithstanding, that each and all of the warranties, indemnities, covenants, undertakings and agreements made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not at the personal warranties, indemnities, representations, covenants, undertakings and agreements but are the Trustee or for the purpose or with the intention of binding said Trustee personally but are not intended for the purpose or with the intention of binding only that the portion of the trust property specifically 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 person, liability or personal responsibility is assumed by nor shall at any time be asserted or enforced 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.

LENDER:

PRAIRIE BANK AND TRUST COMPANY

By: Mark W. Howard  
Authorized Officer

PRAIRIE BANK AND TRUST COMPANY

10-08-2000  
Loan No 206125005

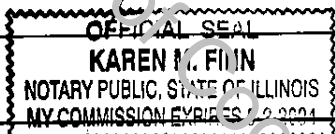
MODIFICATION OF MORTGAGE  
(Continued)

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois )  
 ) ss  
COUNTY OF Cook )

On this 27<sup>th</sup> day of October, 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 [Signature] Residing at [Address]  
Notary Public in and for the State of Illinois

My commission expires \_\_\_\_\_  


LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) ss  
COUNTY OF Cook )

On this 31<sup>st</sup> day of October, 2000, before me, the undersigned Notary Public, personally appeared Mark W. Trevor and known to me to be the Sr. 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 Constance M. Kearney Residing at \_\_\_\_\_  
Notary Public in and for the State of Illinois

My commission expires Aug 3, 2002