

UNOFFICIAL COP 9890370

2000-11-14 09:14:05

Cook County Recorder

29.50



RECORDATION REQUESTED BY:
PRAIRIE BANK AND TRUST
COMPANY
BRIDGEVIEW OFFICE
7661 S. HARLEM AVE
BRIDGEVIEW, IL. 60455

WHEN RECORDED MAIL TO:
PRAIRIE BANK AND TRUST
COMPANY
BRIDGEVIEW OFFICE
7661 S. HARLEM AVE
BRIDGEVIEW IL 60455



SEND TAX NOTICES TO

Harris Bank Palattine, red personally, but as truster under a trust agreement dated April 17, 1996 and known as Trust No. 6682 50 North Brockway Street, P.O. Box 39 Palatine, IL 60078

RECORDER

RECORDER

EUGENE "GENE" MOORE

BRIDGEVIEW OFFICE

County

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 27, 2000, is made and executed between Harris Bank Palatine, not personally, but as trustee under a trust agreement dated April 17, 1996 and known as Trust No. 6682_(referred to below as "Grantor.") and PRAIRIE BANK_AND TRUST COMPANY whose address is BRIDGEVIEW OFFICE, 7661 S. HARLEM AVE, BRIDGEVIEW, IL 60455 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 27, 1999 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded December 22, 1999 as Document No. 09185271.

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

LOT 144 IN TIMBERS EDGE UNIT III, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE EAST 215.0 FEET THEREOF) IN SECTION 35, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 17815 Lilac Lane, Tinley Park, IL 60477. The Real Property tax identification number is 27–35–223–001.

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

Extend maturity to December 27, 2000.

9

(Confinued) MODIFICATION OF MORTGAGE

Page: 2

released by it. (T) is waiver applies not only to any initial extension or modification, but also to all such subsequent the non-signing person consents to the changes and provisions of this Modification or otherwise will not be signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in Consent by Lender to this Modification does not waive Lender's right to require strict unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain

-10/45 SEPTEMBER 27, 2000. GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE IS DATED MORTGAGE IN DATED

:ЯОТИАЯЭ

NO. 6682 A TRUST AGREEMENT DATED APRIL 17, 1395 AND KNOWN AS TRUST HARRIS BANK PALATINE, NOT PERSONALLY BUT AS TRUSTEE UNDER

FERETO AND MADE A PART HEREOF SEE EXCULPATORY RIDER ATTACHED

Stopo Ox Co.

Authorized Signer

TENDEB:

Authorized Signer

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UNOFFICIAL COPY 90370 Page 3 of 5 MODIFICATION OF MORTGAGE (Continued)

TRUST ACKNOWLEDGMENT		
STATE OF ILLINOIS	·)	
) SS	
COUNTY OF COOK)	
On this 6th Public, personally appeared	day of November Mary M. Bray, Trust Officer	, <u>2000</u> before me, the undersigned Notary
to be the free and voluntary statute, for the uses and pu	in authorized trustee(s) or again act and deed of the trust, by	Asst. Vice=President ent(s) of the trust that executed the and acknowledged the authority set forth in the trust documents or, by authority of and on oath stated that he or she/they is/are authorized to rust. Residing at
	4. 0.100	
Notary Public in and for the My commission expires	4	Marshianne A Laski Notary Public, State of Illinois My Commission Exp. 06/21/2003
		TC/O/A/S O/A/CO

MODIFICATION OF MORTGAGE (Continued)

Page 4

	0,
	My commission expires
Residing at Lode at the gailes of	by Greenfill Called or the State of 101015
s and purposes therein mentioned, and on oath stated and that the seal affixed is the corporate seal of said	ublic, personally appeared deaner biclausti
"OFFICIAL SEAL" BERNADETTE J CASSERLY Notary Public, State of Illinois My Commission Expires 01/13/02	COUNTY OF COOK
LEDGMENT	ГЕИДЕВ РСКИОМ
<u>. </u>	Mar. 41 (188. # 1)

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EXCULPATORY RIDER

This instrument is executed by the Harris Bank Palatine, N.A. as Trustee under the provisions of a Trust Agreement dated 4/17/96, and known as Trust no. 682, not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and Harris Bank Palatine, N.A. warrants that it possesses ru'l power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anywing herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agre-ments herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, violertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Harris Bank Falatine, N.A. in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time by asserted or enforceable against the Harris Bank of Palatine, N.A. on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existant Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) sither express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly valved and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.