

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:
State Bank of Countryside
6734 Joliet Road
Countryside, IL 61525



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 DECEMBER 28, 1999, BETWEEN State Bank of Countryside, as Trustee, not personally, but as Trustee under Trust Agreement dated September 1, 1993 and known as Trust No. 93-1336, (referred to below as "Grantor"), whose address is 6734 Joliet Road, Countryside, IL 60525; 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 28, 1998 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded 1/4/99 in Cook County, Illinois as Document No. 99000075

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

See attached Exhibit "A"

The Real Property or its address is commonly known as See attached Exhibit "A", Oak Lawn, IL 60453. The Real Property tax identification number is 24-03-316-030, 24-03-316-031, 24-03-316-032, 24-03-316-033.

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

extend maturity to December 28, 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 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.

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UNOFFICIAL COPY

12-28-1999
Loan No 185965002

MODIFICATION OF MORTGAGE

00096487

(Continued)

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 STATE BANK OF COUNTRYSIDE, TRUST NO. 93-1336 AND DATED SEPTEMBER 1, 1993.

BORROWER:

State Bank of Countryside

By:

Trust Officer JOAN MICKA, Trust Officer

By:

Trust Officer SUSAN L. JUZZI, Vice Pres.

LENDER:

PRAIRIE BANK AND TRUST COMPANY

By:

Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF

Illinois

COUNTY OF

Cook

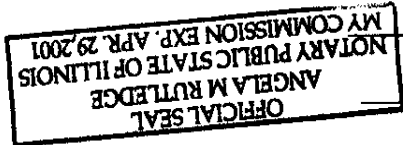
) ss

On this 27 day of Jan, 1999, before me, the undersigned Notary Public, personally appeared Trust Officer and Trust Officer of State Bank of Countryside, 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.

Residing at

By *Angela M Rutledge*
Notary Public in and for the State of *IL*

My commission expires



NOTE: EXONERATION CLAUSE
This document is signed by State Bank of Countryside not individually but solely as Trustee under Trust Agreement mentioned in said document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this document shall be payable only out of any trust property which may be held thereunder, except that no duty shall rest upon the State Bank of Countryside or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of the title of said property or for any agreement with respect thereto. Any and all personal liability of the State Bank of Countryside is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each kind are those of the Trustee's beneficiaries and shall not in any way be considered the responsibility and liability of the State Bank of Countryside. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by State Bank of Countryside as Trustee.

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) ss
COUNTY OF Cook)



On this 27th day of January, 19 2000 before me, the undersigned Notary Public, personally appeared MARK W. TREVINO and known to me to be the S. Y. 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 Budapest
Notary Public in and for the State of Illinois
My commission expires 1-14-02

Notary Public of Cook County Clerk's Office

Exhibit "A"

Units 1E and 3W in the 9436 South Kolmar Condominium in the South half of lot 1 in Jean's consolidation of part of the East half of the Southwest quarter of Section 3, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois which survey is attached as Exhibit "A" to the declaration of condominium recorded August 14, 1997 as Document Number 97595212, together with its undivided percentage interest in the common elements.

Common Address: 9436 South Kolmar
Oak Lawn, IL 60453

Unit 3B in the 9432 South Kolmar Condominium in the North half of Lot 1 in Jean's Consolidation of part of the East half of the Southwest quarter of Section 3, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois which survey is attached as Exhibit "A" to the Declaration of Condominium recorded August 14, 1997 as Document Number 97595212, together with its undivided percentage interest in the common elements.

Common Address: 9432 South Kolmar
Oak Lawn, IL 60453

Cook County Clerk's Office