

UNOFFICIAL COPY

0010581685



2001-07-02 12:40:32

2001-07-02 12:40:32

Cook County Recorder

27.50

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

PRAIRIE BANK AND TRUST COMPANY

UNOFFICIAL COPY  
This document is a copy of the original document recorded in Cook County, Illinois. It is not a substitute for the original document. The original document is the only document that should be used for legal purposes. This document is provided for your information only. It is not intended to be used as evidence in any court of law. If you have any questions about this document, please contact the Cook County Recorder's Office. Thank you.

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

SEND TAX NOTICES TO:  
Prairie Bank and Trust  
Company, not personally, but  
as Trustee under Trust  
Agreement dated April 12,  
2000 and known as Trust No.  
00-056  
7661 South Harlem Ave.  
Bridgeview, IL 60455

EXEMPT FROM TAX

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Prairie Bank and Trust Company, Connie Kearney  
PRAIRIE BANK AND TRUST COMPANY  
7661 S. Harlem Ave.  
Bridgeview, IL 60455

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated June 8, 2001, is made and executed between Prairie Bank and Trust Company, not personally, but as Trustee under Trust Agreement dated April 12, 2000 and known as Trust No. 00-056, whose address is 7661 South Harlem Ave., Bridgeview, IL 60455 (referred to below as "Grantor") and PRAIRIE BANK AND TRUST COMPANY, whose address is 7661 S. HARLEM AVE, BRIDGEVIEW, IL 60455 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 15, 2000 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded in Cook County 1/16/00 as Document No. 0010037676.

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

LOTS 18 TO 23 IN BLOCK 1 IN JOHN F. EBERHART'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3655 West 63rd Street, Chicago, IL 60629. The Real Property tax identification number is Lot 23: 19-23-103-001-0000 Lot 22: 19-23-103-002-0000 Lot 21: 19-23-103-003-0000 Lot 20: 19-23-103-004-0000 Lot 19: 19-23-103-005-0000 Lot 18: 19-23-103-006-0000.

# UNOFFICIAL COPY

PRAIRIE BANK AND TRUST COMPANY

It is expressly understood and agreed by and between the parties hereto anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein 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 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 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 enforceable liability or personal responsibility is assumed by or shall at any time be assessed or entoreable against PRAIRIE BANK AND TRUST COMPANY under said Trust Agreement, or 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:

Authorized Signer

*[Signature]*

EXCULPATORY CLAUSE

April 12, 2000 and known as Trust No. 00-056  
personally, but as Trustee under Trust Agreement dated  
Authorized Signer for Prairie Bank and Trust Company, not

By:

*[Signature]*

April 12, 2000 and known as Trust No. 00-056  
personally, but as Trustee under Trust Agreement dated  
Authorized Signer for Prairie Bank and Trust Company, not

By:

*[Signature]*

PRAIRIE BANK AND TRUST COMPANY, NOT PERSONALLY, BUT AS  
TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 12, 2000 AND  
KNOWN AS TRUST NO. 00-056

GRANTOR:

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 8, 2001.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. 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 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.

Extend Maturity Date to 6/15/02.

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

TRUST ACKNOWLEDGMENT

STATE OF Illinois )

) SS

COUNTY OF Cook )

On this 18<sup>th</sup> day of June, 2001 before me, the undersigned Notary Public, personally appeared Diane Hamer and Nancy O'Dowd, Assistant Trust Officers of Prairie Bank and Trust Company, and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the and acknowledged the to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this and in fact executed the on behalf of the trust.

By Diane Hamer Residing at Mokena

Notary Public in and for the State of Illinois

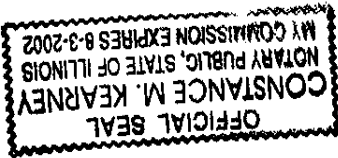
My commission expires 9/14/03



Cook County Clerk's Office

Property of COOK COUNTY CLERK

LASER PRO Lending, Var. 5.16.11.03 (c) Concentrix Incorporated 1997, 2001. All Rights Reserved. - IL GCFRPL16201FC TR-1198 PR-181



My commission expires 8-3-2002

Notary Public in and for the State of Illinois

By Constance M. Kearney Residing at

On this 27th day of June 2001 before me, the undersigned Notary Public, personally appeared Michael R. Bradshaw and known to me to be the 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.

STATE OF Illinois COUNTY OF Cook

LENDER ACKNOWLEDGMENT

0010581685 Page 4 of 4