

# UNOFFICIAL COPY

0010511486

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

5866/0017 47 002 Page 1 of 5  
2001-06-13 10:58:34  
Cook County Recorder 29.50



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 8/6/96 and  
known as Trust #96-065 and  
Trust Agreement dated  
4/3/97 and known as Trust  
No. 97-025  
7661 South Harlem Ave.  
Bridgeview, IL 60455

COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
BRIDGEVIEW OFFICE

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Loan Dept.

Prairie Bank and Trust Company, Connie Kearney/Commercial

PRAIRIE BANK AND TRUST COMPANY  
7661 S. Harlem Ave  
Bridgeview, IL 60455

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 1, 2001, is made and executed between Prairie Bank and Trust Company, not personally, but as Trustee (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 April 9, 1997 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded 4/23/97 in Cook County as Document No. 97-279204, and Modified by Modification of Mortgage dated 5/1/98 and recorded 5/28/98 as Document No. 98440650, and Modified by Modification of Mortgage dated 5/1/99 and recorded as Document No. 99519777 and Modified by Modification of Mortgage dated 5/1/00 and recorded 5/9/00 as Document No. 00325686.

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

See See "EXHIBIT A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

58  
[Handwritten signature]

MODIFICATION OF MORTGAGE

(Continued)

Loan No: 168681005

The Real Property or its address is commonly known as SEE ATTACHED "EXHIBIT A", IL. The Real Property tax identification number is 27-09-202-002-0000 & 23-05-201-044-0000.

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

Extend Maturity Date to 5/01/02.

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 endorses 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 1, 2001.

GRANTOR:

PRAIRIE BANK AND TRUST COMPANY, NOT PERSONALLY, BUT AS TRUSTEE, UNDER TRUST AGREEMENT DATED 8/6/96 AND KNOWN AS TRUST #96-065 AND TRUST AGREEMENT DATED 4/3/97 AND KNOWN AS TRUST NO. 97-025

By: *[Signature]*

Authorized Signer for Prairie Bank and Trust Company, not personally, but as Trustee, Under Trust Agreement dated 8/6/96 and known as Trust #96-065 and Trust Agreement dated 4/3/97 and known as Trust No. 97-025

By: *[Signature]*

Authorized Signer for Prairie Bank and Trust Company, not personally, but as Trustee, Under Trust Agreement dated 8/6/96 and known as Trust #96-065 and Trust Agreement dated 4/3/97 and known as Trust No. 97-025

LENDER:

By: *[Signature]* X  
Authorized Signer

EXCULPATORY CLAUSE

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 personal liability of personal responsibility is assumed by or shall at any time be asserted or enforceable against PRAIRIE BANK AND TRUST COMPANY under said Trust Agreement, on account of this instrument or in 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.

PRAIRIE BANK AND TRUST COMPANY

TRUST ACKNOWLEDGMENT

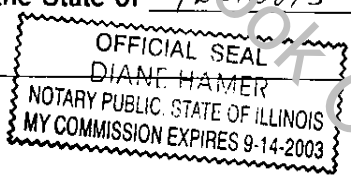
STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this 25<sup>th</sup> day of May, 2001, before me, the undersigned Notary Public, personally appeared Paul W. Fias and Nancy C. Dawk, Trust Officers of Fidelity Bank and Trust Company, and known to me to be (a) 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



County Clerk's Office

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On this \_\_\_\_\_ day of \_\_\_\_\_ before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_ 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 \_\_\_\_\_ Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

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

COUNTY OF \_\_\_\_\_

STATE OF \_\_\_\_\_

)  
) SS  
)

LENDER ACKNOWLEDGMENT

Loan No: 168681005

(Continued)

MODIFICATION OF MORTGAGE 0010511486

## "EXHIBIT A"

LOTS 10 AND 11 AND 12 (EXCEPT THAT PART OF LOT 12 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHERLY MOST CORNER OF SAID LOT 12; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF LOT 12, 290 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE SOUTHWESTERLY LINE OF LOT 12, 35 FEET; THENCE SOUTHEASTERLY 283.13 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF LOT 12 WHICH IS 40 FEET NORTHEASTERLY OF THE SOUTHERLY MOST CORNER OF LOT 12; THENCE 40 FEET SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF LOT 12 TO THE PLACE OF BEGINNING), IN S.T. COOPER'S ADDITION TO WILLOW SPRINGS, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED ON OCTOBER 2, 1916 AS DOCUMENT NUMBER 5961725 IN BOOK 150 OF PLATS, PAGE 3, IN COOK COUNTY, ILLINOIS.

PIN 23-05-201-044-0000

COMMON ADDRESS: 8856 South Archer Ave., Willow Springs, Illinois

THE PART OF BLOCK 2 IN SEGWICK, A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 (EXCEPT RAILROAD) OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES WEST OF A LINE WHICH IS LOCATED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF SAID BLOCK 2 WHICH IS 39.05 FEET EAST OF THE NORTHWEST CORNER OF SAID BLOCK 2 AND RUNNING THENCE SOUTHERLY IN A STRAIGHT LINE PARALLEL WITH THE WEST LINE OF SAID BLOCK 2 TO THE SOUTHEASTERLY LINE OF SAID BLOCK 2, IN COOK COUNTY, ILLINOIS.

PIN 27-09-202-002-0000

COMMON ADDRESS: 9875 West 143rd Street, Orland Park, Illinois