

UNOFFICIAL COPY

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

0020143888

7518/0022 47 002 Page 1 of 5
2002-02-05 12:18:55
Cook County Recorder 29.50

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



0020143888



SEND TAX NOTICES TO:
Prairie Bank and Trust
Company, not personally, but
as Trustee Under Trust
Agreement dated 11/16/99
and known as Trust #99-124
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:

Bernadette Casserly, Commercial Loan Administrator
PRAIRIE BANK AND TRUST COMPANY
7661 S. Harlem Ave
Bridgeview, IL 60455

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 25, 2001, is made and executed between Prairie Bank and Trust Company, not personally, but as Trustee Under Trust Agreement dated 11/16/99 and known as Trust #99-124, 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 April 25, 2000 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded May 8, 2000 in Cook County, as Document #00322190 and modified by Modification of Mortgage dated April 25, 2001 and recorded as Document #0010594333.

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

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

The Real Property or its address is commonly known as 2344, Unit 4, West Harrison, Chicago, IL 60612. The Real Property tax identification number is 17-18-127-037 & 17-18-127-038

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

Extend Maturity to December 25, 2002.

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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, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, representations, covenants, undertakings and agreements of said Trustee, are nevertheless each and every one of them, made and intended not as several warranties, 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 the portion of the trust or property specifically described herein, and the 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 or personal responsibility is assumed by or shall at any time be assessed or enforceable against PRAIRIE BANK AND TRUST COMPANY under said Trust Agreement, covenant, or account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in the instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Authorized Signer

Mark W. Stewart

LENDER:

EXCULPATORY CLAUSE

Authorized Signer for Prairie Bank and Trust Company, not personally, but as Trustee Under Trust Agreement dated 11/16/99 and known as Trust #99-124

By:

[Signature]

Authorized Signer for Prairie Bank and Trust Company, not personally, but as Trustee Under Trust Agreement dated 11/16/99 and known as Trust #99-124

By:

[Signature]

PRAIRIE BANK AND TRUST COMPANY, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED 11/16/99 AND KNOWN AS TRUST #99-124

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 DECEMBER 25, 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, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation parties, 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.

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 882606002

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TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 31st day of January, 2002, before me, the undersigned Notary Public, personally appeared Paul H. ... Trust Officer 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 Christine Amato Residing at Dal Jawn

Notary Public in and for the State of Cook

My commission expires _____



Cook County Clerk's Office

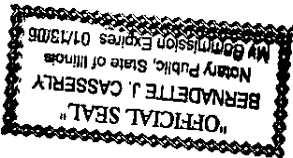
Property of Cook County

LASER PRO Lending, Ver. 5.18.30.07 Copy: Notland Financial Solutions, Inc. 1997, 2002 All rights reserved. - IL GCHFR16201.FG TR-1118 PH-18

On this 31st day of January, 2002, before me, the undersigned Notary Public, personally appeared Mark W. Trevor and known to me to be the Exec. 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 Bernadette J. Casserly Notary Public in and for the State of Illinois
 Residing at Lockport, IL
 My commission expires 1-13-06

STATE OF Illinois
 COUNTY OF Cook



LENDER ACKNOWLEDGMENT

Exhibit A

Unit 2344~~4~~ in 2344 W. Harrison Condominium as delineated on a survey of the following described parcel of real estate:

LOT 35 (EXCEPT THE EAST 0.65 FEET THEREOF) IN BLOCK 2 IN THE SUBDIVISION OF LOTS 1 TO 12, INCLUSIVE OF BLOCK 12 IN ROCKWELL'S ADDITION TO CHICAGO, IN THE NORTHEAST ¼ OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER _____, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM, AFORESAID, AND GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN. THIS DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF _____, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER _____