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2002-02-22 12:18:53
Cook County Recorder 27.50



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

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
BRIDGEVIEW OFFICE

SEND TAX NOTICES TO:
State Bank of Countryside, not
personally, but as trustee
under a Trust Agreement
dated September 1, 1993 and
known as Trust No. 93-1336.
7661 South Harlem
Bridgeview, IL 60455

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 28, 2001, is made and executed between State Bank of Countryside, not personally, but as trustee under a Trust Agreement dated September 1, 1993 and known as Trust No. 93-1336, whose address is 7661 South Harlem, 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 28, 1998 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded 1/4/99 as Document No. 99000075, and modified by Modification of Mortgage dated 12/28/99 and recorded 2/8/00 as Document No. 00096487 and modified by Modification of Mortgage dated 12/28/00 and recorded 2/5/01 as Document No. 0010094079.

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

UNIT 3B 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

Handwritten initials/signature

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

September 1, 1993 and known as Trust No. 93-1336
Authorized Signer for State Bank of Countryside, not personally, but as trustee under a Trust Agreement dated

Authorized Signer
X *[Signature]*

LENDER:

September 1, 1993 and known as Trust No. 93-1336
Authorized Signer for State Bank of Countryside, not personally, but as trustee under a Trust Agreement dated

[Signature]

By:

September 1, 1993 and known as Trust No. 93-1336
Authorized Signer for State Bank of Countryside, not personally, but as trustee under a Trust Agreement dated

[Signature]

By:

STATE BANK OF COUNTRYSIDE, NOT PERSONALLY, BUT AS TRUSTEE UNDER A TRUST AGREEMENT DATED SEPTEMBER 1, 1993 AND KNOWN AS TRUST NO. 93-1336

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 28, 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 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 subsequent actions.

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

The Real Property or its address is commonly known as 9436 South Kolmar, Unit 3B, Oak Lawn, IL 60453. The Real Property tax identification number is 24-03-316-050-1010

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MODIFICATION OF MORTGAGE

Loan No: 185965002

(Continued)

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TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 10 day of February 2005 before me, the undersigned Notary Public, personally appeared JOAN MICKA, Asst. V.P.
SUSAN L. JUTZI, Vice Pres.

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 Lynda C Smith Residing at _____

Notary Public in and for the State of Illinois

My commission expires _____



Cook County Clerk's Office

