

# UNOFFICIAL COPY

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

0020648010

8426/0018 88 002 Page 1 of 4  
2002-06-11 12:30:51  
Cook County Recorder 27.50

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 a Trust  
Agreement dated December  
23, 1998 and known as Trust  
No. 98-109  
7661 South Harlem  
Bridgeview, IL 60455

COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
BRIDGEVIEW OFFICE

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Bernadette Caserly, Commercial Loan Administrator  
PRAIRIE BANK AND TRUST COMPANY  
7661 S. HARLEM AVE  
BRIDGEVIEW, IL 60455

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 8, 2002, is made and executed between Prairie Bank and Trust Company, not personally, but as trustee under a Trust Agreement dated December 23, 1998 and known as Trust No. 98-109, 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 30, 1998 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded 1/12/99 as Doc. #99034943, and modified by Modification of Mortgage dated 4/1/99 and recorded as Doc. #99419583, and modified by Modification of Mortgage dated 6/1/99 and recorded as Doc. #99585273, and modified by Modification of Mortgage dtd. 8/1/99 and recorded as Doc. #09045101, and modified by Modification of Mortgage dtd. 12/8/99 and recorded as Doc. #00250637, and modified by Modification of Mortgage dtd. 10/8/00 and recorded 11/7/00 as Doc. #00874734, and modified by Modification of Mortgage dated 4/8/01 and recorded 6/6/01 as Document #0010483480.

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

LOTS 29, 30 AND 31 IN BLOCK 20 IN CRANE VIEW ARCHER AVENUE HOME ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF SECTION 9, TOWNSHIP 38 NORTH,

4

# UNOFFICIAL COPY

## EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto 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 the portion of the trust 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 other responsibility is assumed by or shall at any time be assumed or enforceable against PRAIRIE BANK AND TRUST COMPANY under said Trust Agreement, on account of the execution or performance of any of the warranties, representations, covenants, undertakings or agreements of the Trustee, or of any of the parties thereto, either expressed or implied, as herein provided, inasmuch as the same are hereby released.

PRAIRIE BANK AND TRUST COMPANY

PRAIRIE BANK AND TRUST COMPANY, NOT PERSONALLY, BUT AS TRUSTEE UNDER A TRUST AGREEMENT DATED DECEMBER 23, 1998

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 APRIL 8, 2002.

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 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.

Change rate to 6.5% fixed and extend maturity to April 8, 2003.

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

The Real Property or its address is commonly known as 5143 South Central, Chicago, IL 60638. The Real Property tax identification number is 19-09-300-017  
DOCUMENT 2383034, IN COOK COUNTY, ILLINOIS  
T. MAHER DATED APRIL 20, 1896 AND RECORDED MAY 4, 1896 IN BOOK 5728 PAGE 51 AS  
AND EXCEPT ALSO A STRIP OF LAND 66 FEET WIDE ACROSS THE WEST 1/2 OF THE SOUTHWEST 1/4  
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE NORTH 9.225 ACRES THEREOF

Authorized Signer for Prairie Bank and Trust Company, not personally, but as trustee under a Trust Agreement dated December 23, 1998 and known as Trust No. 98-109

By: *[Signature]*

Authorized Signer for Prairie Bank and Trust Company, not personally, but as trustee under a Trust Agreement dated December 23, 1998 and known as Trust No. 98-109

By: *[Signature]*

AND KNOWN AS TRUST NO. 98-109

Authorized Signer for Prairie Bank and Trust Company, not personally, but as trustee under a Trust Agreement dated December 23, 1998 and known as Trust No. 98-109

By: *[Signature]*

Authorized Signer for Prairie Bank and Trust Company, not personally, but as trustee under a Trust Agreement dated December 23, 1998 and known as Trust No. 98-109

By: *[Signature]*

Authorized Signer for Prairie Bank and Trust Company, not personally, but as trustee under a Trust Agreement dated December 23, 1998 and known as Trust No. 98-109

By: *[Signature]*

Authorized Signer for Prairie Bank and Trust Company, not personally, but as trustee under a Trust Agreement dated December 23, 1998 and known as Trust No. 98-109

By: *[Signature]*

Authorized Signer for Prairie Bank and Trust Company, not personally, but as trustee under a Trust Agreement dated December 23, 1998 and known as Trust No. 98-109

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By: *[Signature]*

Authorized Signer for Prairie Bank and Trust Company, not personally, but as trustee under a Trust Agreement dated December 23, 1998 and known as Trust No. 98-109

By: *[Signature]*

0020648010

TRUST ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

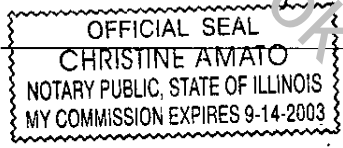
On this 30<sup>th</sup> day of May, 2002, before me, the undersigned Notary Public, personally appeared [Signatures] Asst. Trust Officers

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 [Signature] Residing at Oak Lawn

Notary Public in and for the State of [Signature]

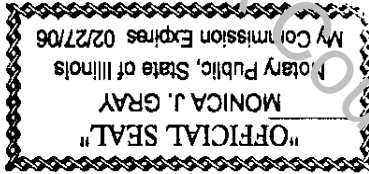
My commission expires



Cook County Clerk's Office

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My commission expires 2-27-06

Notary Public in and for the State of

Residing at Roselle

By *Monica J. Gray*

On this 20th day of May 2002 before me, the undersigned Notary Public, personally appeared *MARK W. TRIVOR* and known to me to be the *LRP* 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.

Cook COUNTY OF

Illinois STATE OF

LENDER ACKNOWLEDGMENT