

UNOFFICIAL COPY

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2002-06-11 12:38:45

Cook County Recorder 27.50

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



0020648016

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 10/7/97 and
known as Trust #97-075
7661 South Harlem Avenue
Bridgeview, IL 60455

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
BRIDGEVIEW OFFICE

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Barrie L. Sodero, Loan Administrator
PRAIRIE BANK AND TRUST COMPANY
7661 S. Harlem Ave
Bridgeview, IL 60455

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 23, 2002, is made and executed between Prairie Bank and Trust Company, not personally, but as Trustee Under Trust Agreement Dated 10/7/97 and known as Trust #97-075, whose address is 7661 South Harlem Avenue, 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 13, 2000 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded 12/26/2000 in Cook County, IL as Document #0001008073 and Modification of Mortgage recorded 1/18/02 as Document #0020077748.

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

LOTS 51 AND 52 IN BLOCK 2 IN ODELL'S SUBDIVISION OF BLOCKS 5 AND 6 OF HITT'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 10004 Carpenter, Chicago, IL 60643. The Real Property tax identification number is 25-08-410-024-0000 (Lot 51) & 25-08-410-025-0000 (Lot 52)

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

PRAIRIE BANK AND TRUST COMPANY

It is expressly understood and agreed by and between the parties hereto anything herein to the contrary notwithstanding, that at each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made in the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are in fact made by and for the purpose of binding said Trustee personally but are not intended for the purpose of binding any other person or entity, and the Trustee shall not be liable for the purpose of all the warranties, indemnities, covenants, undertakings and agreements made and intended for the purpose of binding only the portion of the trust property specifically described herein, and this instrument is intended and delivered by said Trustee not in its own right, but solely in the exercise of the power conferred upon it as such Trustee; and that no personal liability or 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 the instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument, whether intended, understood, implied, or expressed or otherwise, all such personal liability, if any, being expressly waived and released.

EXCULPATORY CLAUSE

PRAIRIE BANK AND TRUST COMPANY, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED 10/17/97 AND KNOWN AS TRUST #97-075

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 MAY 23, 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.

Increase the Principal Balance to \$120,875.00 and Extend the Maturity Date to 11/23/2002.

Authorized Signer [Signature] X
Authorized Signer [Signature]
Authorized Signer [Signature]

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 993007065

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TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 31~~st~~ day of May, 2002 before me, the undersigned Notary Public, personally appeared **Authorized Signer, and Authorized Signer**, of **Prairie Bank and Trust Company**, not personally, but as **Trustee Under Trust Agreement Dated 10/7/97** and known as **Trust #97-075**, and known to me to be authorized trustees or agents of the trust that executed the Modification of Mortgage and acknowledged the Modification 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Peggy Crosby Residing at Bridgeview

Notary Public in and for the State of Illinois

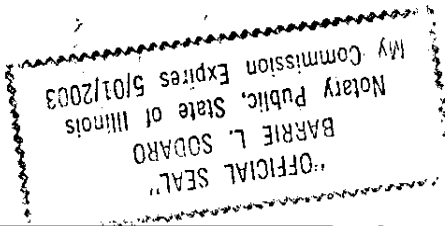
My commission expires _____



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Property of COOK COUNTY

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On this 30th day of May, 2002 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.

By Barrie L. Sodaro
 Notary Public in and for the State of Illinois
 My commission expires 5/1/2003
 Residing at _____

STATE OF Illinois
 COUNTY OF Cook

LENDER ACKNOWLEDGMENT