

**UNOFFICIAL COPY**

00325686

RECORDATION REQUESTED BY:

PRAIRIE BANK AND TRUST COMPANY  
7661 SOUTH HARLEM AVE.  
BRIDGEVIEW, IL 60455

3466/0035 47 002 Page 1 of 4  
2000-05-09 12:05:07  
Cook County Recorder 27.50



00325686

WHEN RECORDED MAIL TO:

PRAIRIE BANK AND TRUST COMPANY  
7661 SOUTH HARLEM AVE.  
BRIDGEVIEW, IL 60455

**COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
BRIDGEVIEW OFFICE**

SEND TAX NOTICES TO:

Prairie Bank and Trust Company  
7661 South Harlem  
Bridgeview, IL 60455

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: Prairie Bank and Trust Company  
7661 S. Harlem  
Bridgeview, Illinois 60455

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE IS DATED MAY 1, 2000, BETWEEN Prairie Bank and Trust Company, as Trustee, (referred to below as "Grantor"), whose address is 7661 South Harlem, Bridgeview, IL 60455; and PRAIRIE BANK AND TRUST COMPANY (referred to below as "Lender"), whose address is 7661 SOUTH HARLEM AVE., BRIDGEVIEW, IL 60455.

MORTGAGE. Grantor and Lender have entered into a mortgage dated April 9, 1997 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded 4/23/97 in Cook County as Document No. 97-279209, and modified by Modification of Mortgage dated 5/1/98 recorded 5/28/99 as Document 98440650, and Modified by Modification of Mortgage dated 5/1/99 Document No. 99519777

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

See attached Exhibit "A"

The Real Property or its address is commonly known as See attached Exhibit "A", Bridgeview, IL 60455. The Real Property tax identification number is See attached Exhibit "A".

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

Principal increased to \$595,000.00 and extend maturity to May 1, 2001.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. 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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS. BORROWER IS EXECUTING THIS MODIFICATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE TRUST AGREEMENT DESCRIBED AS PRAIRIE BANK AND TRUST COMPANY TRUST NO'S 96-065 DTD 8/6/96 AND 97-025 DTD 4/3/97 AND DATED

**BORROWER:**

Prairie Bank and Trust Company as trustee u/t/a #96-065 dtd 8/6/96 & not individually, and as trustee u/t/a # 97-025 dtd 4/3/97 & not individually.

By: Nancy Osard  
Asst. Trust Officer

By: [Signature]  
Asst. Trust Officer

**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 the 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 or personal responsibility is assumed by nor shall at any time be asserted or enforceable against PRAIRIE BANK AND TRUST COMPANY under said Trust Agreement, on account of this instrument or on 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.

**LENDER:**

**PRAIRIE BANK AND TRUST COMPANY**

By: [Signature]  
Authorized Officer

PRAIRIE BANK AND TRUST COMPANY

**CORPORATE ACKNOWLEDGMENT**

STATE OF Illinois  
COUNTY OF Cook ) ss

On this 5th day of May, 2000, before me, the undersigned Notary Public, personally appeared Asst. Trust Officer and Asst. Trust Officer of Prairie Bank and Trust Company, and known to me to be authorized agents of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By [Signature] Residing at Cook County  
Notary Public in and for the State of Illinois

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



LENDER ACKNOWLEDGMENT

STATE OF Illinois )

COUNTY OF Cook ) ss

On this 8<sup>th</sup> day of May, 20 00, before me, the undersigned Notary Public personally appeared Fabrick A. Fanning and known to me to be the Commercial Loan Officer 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 Constance M. Kearney Residing at Oak Lawn

Notary Public in and for the State of Illinois

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



COOK County Clerk's Office

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00325686 Page 4 of 4

## "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 Accler 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