

# UNOFFICIAL COPY



Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 08/19/2003 12:08 PM Pg: 1 of 4

HE H23046078  
RECORDATION REQUESTED BY:  
Harris Bank Hinsdale, N.A.  
50 South Lincoln  
Hinsdale, IL 60521

WHEN RECORDED MAIL TO:  
Harris Bank/BLST  
Attn: Collateral management  
P.O. Box 2880  
Chicago, IL 60690-2880

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Donna Hallmer, Documentation Specialist  
Harris Bank/BLST  
311 W. Monroe St., 14th Floor  
Chicago, IL 60606

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 1, 2003, is made and executed between Prairie Bank and Trust Company, as Trustee under Trust Agreement dated March 20, 1997 and known as Trust Number 97-022, whose address is 7661 South Harlem Avenue, Bridgeview, IL 60455 (referred to below as "Grantor") and Harris Bank Hinsdale, N.A., whose address is 50 South Lincoln, Hinsdale, IL 60521 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated August 1, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and an Assignment of Rents recorded on August 21, 2001 as Document #0010769549 and Document #0010769550 in the Cook County Recorder's Office, as may be subsequently modified from time to time.

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

THE SOUTH 148 FEET OF THE NORTH 188 FEET OF THE EAST 61 FEET OF THE WEST 253 FEET OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 7143 W. 91st Street, Bridgeview, IL 60455. The Real Property tax identification number is 24-06-300-020-0000

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

This Modification of Mortgage reflects that the mortgage maturity date is amended to remain continuous and uninterrupted. All other terms and conditions remain the same.

**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

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## MODIFICATION OF MORTGAGE

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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.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 1, 2003.**

**GRANTOR:**

**PRAIRIE BANK AND TRUST COMPANY TRUST NO. 97-022**

**PRAIRIE BANK AND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 03-20-1997 and known as Prairie Bank and Trust Company Trust No. 97-022.**

**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 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.

By: Sandra Russek  
**Authorized Signer for Prairie Bank and Trust Company**

**LENDER:**

X [Signature]  
**Authorized Signer**

**PRAIRIE BANK AND TRUST COMPANY**

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## MODIFICATION OF MORTGAGE (Continued)

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### TRUST ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 4th day of August, 2003 before me, the undersigned Notary Public, personally appeared Sandra T. Russell, 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 Kristine L. Rotto Residing at Suburbank

Notary Public in and for the State of \_\_\_\_\_

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



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### LENDER ACKNOWLEDGMENT

STATE OF IL )  
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 COUNTY OF DePage ) SS  
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On this 14th day of August, 2003 before me, the undersigned Notary Public, personally appeared Dean W. Jones and known to me to be the \_\_\_\_\_, 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 Artillia Foulks Residing at Hinsdale

Notary Public in and for the State of IL

My commission expires 2/21/07



County Clerk's Office