

# UNOFFICIAL COPY

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

**WHEN RECORDED MAIL TO:**  
**PRAIRIE BANK AND TRUST  
COMPANY**  
**BRIDGEVIEW LOCATION**  
**7661 S. HARLEM AVE**  
**BRIDGEVIEW, IL 60455**

**SEND TAX NOTICES TO:**  
**PRAIRIE BANK AND TRUST  
COMPANY**  
**BRIDGEVIEW LOCATION**  
**7661 S. HARLEM AVE**  
**BRIDGEVIEW, IL 60455**

0522908113

08/17/2005 11:50 AM Pg: 1 of 5

Doc#: 0522908113 Fee: \$32.00

Eugene "Gene" Moore

Cook County Recorder of Deeds

Date: 08/17/2005 11:50 AM Pg: 1 of 5



0522908113

Doc#: 0522908113 Fee: \$32.00

Eugene "Gene" Moore

Cook County Recorder of Deeds

Date: 08/17/2005 11:50 AM Pg: 1 of 5

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:

**BERNADETTE CASSERLY - cla #490285017**  
**PRAIRIE BANK AND TRUST COMPANY**  
**7661 S. HARLEM AVE**  
**BRIDGEVIEW, IL 60455**

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated May 7, 2005, is made and executed between MB Financial Bank, N.A., not personally but as Trustee on behalf of MB Financial Bank, N.A. under Trust Agreement dated January 24, 2002 and known as Trust Number 3059, whose address is 2 S. LaSalle St., Chicago, IL 60603 (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 May 7, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**Mortgage dated May 7, 2004 and recorded June 15, 2004 as Document #0416734176.**

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

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 823 W. Superior, Chicago, IL 60622. The Real Property tax identification number is 17-08-214-010-1001 and 17-08-214-010-1004

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

**Extend Maturity Date to May 7, 2006.**

**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

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 490285017

Page 2

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.


**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 7, 2005.**

**GRANTOR:**

**MB FINANCIAL BANK, N.A. UNDER TRUST AGREEMENT DATED JANUARY 24, 2002 AND KNOWN AS TRUST NUMBER 3059**

MB FINANCIAL BANK, N.A., not personally but as Trustee under that certain trust agreement dated 01-24-2002 and known as MB Financial Bank, N.A. under Trust Agreement dated January 24, 2002 and known as Trust Number 3059.

By:   
Authorized Signer for MB Financial Bank, N.A.

By:   
Authorized Signer for MB Financial Bank, N.A.

**LENDER:**

**PRAIRIE BANK AND TRUST COMPANY**

X   
Mark Trevor, Executive Vice President

**This instrument is executed by MB Financial Bank, N.A., not personally but solely as trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All terms, provisions, stipulations, covenants and conditions to be performed by MB Financial Bank, N.A. are undertaken by it solely as trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against MB Financial Bank, N.A. by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.**

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 490285017

Page 3

### TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

On this 20 day of June, 2005 before me, the undersigned Notary Public, personally appeared Richard S. Witek  
Eric Papenkager

, and known to me to be (or) authorized trustee(s) or agent(s) 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 he or she/they is/are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Ana L. Coss Residing at 6111 N. River Road  
Rosemont, IL 60018

Notary Public in and for the State of

My commission expires



County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 490285017

Page 4

### LENDER ACKNOWLEDGMENT

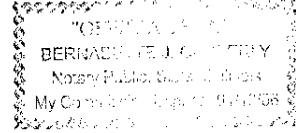
STATE OF Illinois

)

) SS

COUNTY OF Cook

)



On this 29th day of June, 2005 before me, the undersigned Notary Public, personally appeared Mark W. Trevor and known to me to be the Exec. Vice pres., 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 Bernadette J. Cassidy

Residing at Homer Glen, IL

Notary Public in and for the State of Illinois

My commission expires 1-13-06

# UNOFFICIAL COPY

Exhibit "A"

PARCEL 1:

UNITS 823-C1 AND 823-4 IN SUPERIOR POINT CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

LOTS 1 AND 2 AND LOT 3 [EXCEPT THE EAST 0.51 FEET THEREOF] IN BLOCK 8 OF RIDGELY'S ADDITION TO CHICAGO, A SUBDIVISION OF BLOCKS 5, 9, 10, 11, 12, 14, 15 AND 16 OF ASSESSOR'S DIVISION IN THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 00-990666, TOGETHER WITH SAID UNIT'S UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 1A:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE P-2, A LIMITED COMMON ELEMENT AS DEPICTED IN THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 00-990666

PIN #: 17-08-214-010-1001 and 17-08-214-010-1004

Property of Cook County Clerk's Office