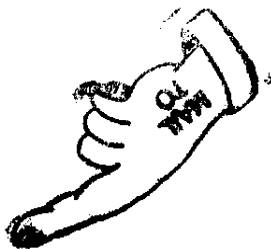


UNOFFICIAL COPY

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



Doc#: 0613732079 Fee: \$30.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/17/2008 12:01 PM Pg: 1 of 4



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

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
BERNADETTE CASSERLY - cla #107241004
PRAIRIE BANK AND TRUST COMPANY
7661 S. HARLEM AVE
BRIDGEVIEW, IL 60455

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 21, 2006, is made and executed between Prairie Bank and Trust Company, not personally but as Trustee on behalf of Prairie Bank and Trust Company, under Trust Agreement dated September 9, 2004 and known as Trust Number 04-123 (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 September 20, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded October 13, 2004 as Document No. 0428702096

Modification of Mortgage recorded November 16, 2005 as Document No. 0532008075.

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

LOTS 25 & 26 IN BLOCK 8 OF NICHOLAS MILLER'S SUBDIVISION IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 (EXCEPT THE EAST 511 FEET) IN SECTION 7, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1900-02 W. Foster/5206-10 N. Wolcott, Chicago, IL 60640. The Real Property tax identification number is 14-07-226-023-0000.

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

Principal Increase from \$1,755,000.00 to \$1,855,000.00 and Extend Maturity Date to September 21,

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 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 MARCH 21, 2006.

GRANTOR:

PRAIRIE BANK AND TRUST COMPANY, UNDER TRUST AGREEMENT DATED SEPTEMBER 9, 2004 AND KNOWN AS TRUST NUMBER 04-123

PRAIRIE BANK AND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 09-09-2004 and known as Prairie Bank and Trust Company, under Trust Agreement dated September 9, 2004 and known as Trust Number 04-123.

By: [Signature]
Authorized Signer for Prairie Bank and Trust Company

By: [Signature]
Authorized Signer for Prairie Bank and Trust Company

LENDER:

PRAIRIE BANK AND TRUST COMPANY

x [Signature]
Mark Majdecki, Asst. Vice President

EXCURTATORY CLAUSE
It is expressly intended and agreed by and between the parties hereto appearing herein, to the extent not otherwise provided by law, that the parties to this instrument, in the event of the death of either party, do hereby agree that the rights and obligations under this instrument shall be binding on the estate of the decedent and shall be enforceable against the estate of the decedent. It is further agreed that the parties to this instrument shall be bound by the terms of this instrument and shall not be entitled to any benefit thereunder. It is further agreed that the parties to this instrument shall be bound by the terms of this instrument and shall not be entitled to any benefit thereunder. It is further agreed that the parties to this instrument shall be bound by the terms of this instrument and shall not be entitled to any benefit thereunder.

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE (Continued)

Loan No: 107241004

Page 3

TRUST ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Cook



[Handwritten Signature]

On this 26 day of April, 2006 before me, the undersigned Notary Public, personally appeared LARKEN M. HINDS & PEGGY CRESKEY, AUTHORIZED OFFICERS OF PRAIRIE BANK AND TRUST COMPANY

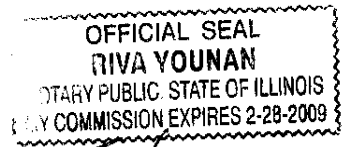
, and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and 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 Prairie Bank & TR Co.
(Riva Younan)

Residing at Prairie Bank & TR Co

Notary Public in and for the State of IL

My commission expires 2-28-2009



[Handwritten Signature]

Deputy County Clerk's Office

LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, _____ before me, the undersigned Notary Public, personally appeared _____ 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 _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____