

UNOFFICIAL COPY

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



Doc#: 0631046187 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/06/2006 03:54 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:
JAMIE GILBERT CLA#138929002
PRAIRIE BANK AND TRUST COMPANY
7661 S. HARLEM AVE
BRIDGEVIEW, IL 60455

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 15, 2006, is made and executed between Prairie Bank & Trust Company, not personally but as Trustee on behalf of Prairie Bank & Trust Company, Trustee under Trust Agreement dated July 30, 2004 and Known as Trust No. 04-113, whose address is 7661 S. 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 September 15, 2005 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

**MORTGAGE DATED SEPTEMBER 15, 2004 RECORDED IN COOK COUNTY ON 09/14/04 WITH DOCUMENT NO. 0427847015
MODIFICATION OF MORTGAGE DATED SEPTEMBER 15, 2005.**

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

LOT 23 IN BLOCK 5 IN WINSLOW AND JACOBSON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2542 W. DIVISION, CHICAGO, IL 60622. The Real Property tax identification number is 16-01-226-043-0000.

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

EXTENDED MATURITY DATE TO MARCH 15, 2007.

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 138929002

Page 2

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.

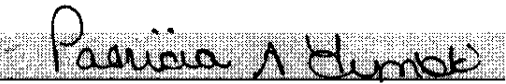
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 15, 2006.

GRANTOR:

PRAIRIE BANK & TRUST COMPANY, TRUSTEE UNDER TRUST AGREEMENT DATED JULY 30, 2004 AND KNOWN AS TRUST NO. 04-113

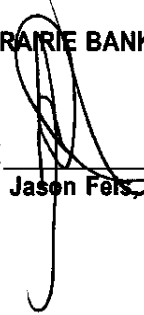
PRAIRIE BANK & TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 07-30-2004 and known as Prairie Bank & Trust Company, Trustee under Trust Agreement dated July 30, 2004 and Known as Trust No. 04-113.

By: 
Authorized Signer for Prairie Bank & Trust Company

By: 
Authorized Signer for Prairie Bank & Trust Company

LENDER:

PRAIRIE BANK AND TRUST COMPANY


X _____
Jason Fels, Asst. Vice President

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 severable 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 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.

PRAIRIE BANK AND TRUST COMPANY

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 138929002

Page 3

TRUST ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 18th day of October, 2006, before me, the undersigned Notary Public, personally appeared Michelle Smith & Patricia Wasko, 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 Elaine M. Ryan Residing at Oak Forest

Notary Public in and for the State of Ill

My commission expires 9-14-07



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 138929002

Page 4

LENDER ACKNOWLEDGMENT

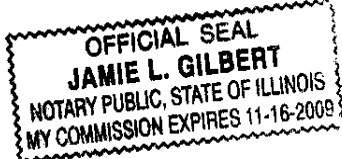
STATE OF IL)
)
 COUNTY OF Cook) SS
)

On this 18th day of October, 2006 before me, the undersigned Notary Public, personally appeared Mason Fels and known to me to be the A.V.P. 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 Jane Dent Residing at _____

Notary Public in and for the State of IL

My commission expires 11-16-09



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