

# 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

Doc#: 0631046188 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

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:  
SUSAN NIBLACK CLA#138929002  
PRAIRIE BANK AND TRUST COMPANY  
7661 S. HARLEM AVE  
BRIDGEVIEW, IL 60455

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 15, 2005, 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 10/04/04 WITH DOCUMENT NO. 0427847015.**

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 SEPTEMBER 15, 2006.**

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### 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 warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made by the Trustee or for the purpose or with the intention of binding said Trustee, and each and every one of them, made and intended for the purpose of binding only said Trustee, and that no part of any of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee shall be construed to release or discharge said Trustee from any and all liability, or any part thereof, which may be asserted or enforced against said Trustee in the event of any warranty, indemnity, representation, covenant, undertaking or agreement on account of the instrument or on account of any instrument, in whole or in part, which may be assigned to said Trustee in the instrument contained, either expressed or implied, in such instrument, liability, if any, being expressly waived and released.

PRAIRIE BANK AND TRUST COMPANY

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.

**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 endorser, 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, 2005.

GRANTOR:

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

By: Robert Crowley  
Authorized Signer for Prairie Bank & Trust Company

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

LENDER:

PRAIRIE BANK AND TRUST COMPANY

Jason Fels, Asst. Vice President

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## MODIFICATION OF MORTGAGE

Loan No: 138929002

(Continued)

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### TRUST ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 27<sup>th</sup> day of October, 2005 before me, the undersigned Notary Public, personally appeared Theresa Rivera & Peggy Crosby, 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 Christine Amato Residing at DakLawn

Notary Public in and for the State of Illinois

My commission expires 2-17-09



*Cook County Clerk's Office*

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Property of Cook County

LASEN PRO LENDING, Vtr. 5.25.00.002 Copr. National Financial Solutions, Inc. 1997, 2001 Right Reserved - IL GPCR11/12/01 FC TR-605 PR 20

My commission expires

3.27.10

Notary Public in and for the State of

Illinois

By

*Bernadette J. Casperly*

Residing at

*Homer Glen, IL*

corporate seal of said Lender.

oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by

authorized agent for the Lender that executed the within and foregoing instrument and Vice Pres. appeared

Public, personally appeared Jason G. Fels and known to me to be the Asst. Notary

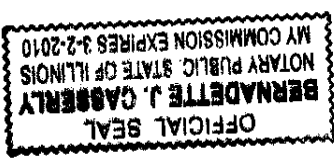
On this 27th day of October 2005 before me, the undersigned Notary

COUNTY OF

*Cook*

STATE OF

*Illinois*



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) SS  
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## LENDER ACKNOWLEDGMENT