

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

PRAIRIE BANK AND TRUST  
COMPANY  
BRIDGEVIEW LOCATION  
7661 S. HARLEM AVE  
BRIDGEVIEW, IL 60455



Doc#: 0707346075 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/14/2007 03:24 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:**

ANDREA GUTIERREZ - SALA cla #589802013  
PRAIRIE BANK AND TRUST COMPANY  
7661 S. HARLEM AVE  
BRIDGEVIEW, IL 60455

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 10, 2007, is made and executed between Prairie Bank and Trust Company, not personally but as Trustee on behalf of Prairie Bank and Trust Company Trust, as Trustee under Trust Agreement December 20, 2001 and known as Trust Number 01-127 (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 January 10, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded February 10, 2005 as Document #0504111030

Modification of Mortgage recorded February 3, 2006 as Document #0603408069.

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

PARCEL 1: UNIT "G" TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 2226 W. MONROE HEIGHTS AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0020629145 IN THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 AND IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EXCLUSIVE USE FOR PARKING SPACE PURPOSES IN AND TO PARKING SPACE P-G, A LIMITED COMMON ELEMENT, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

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It is expressly understood and agreed by and between the parties herein to the contract not withstanding, that each and all of the warranties, indemnities, representations and agreements herein made on the part of the Trustee shall be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee and not of the Trust. The Trustee shall not be held responsible for the performance of the Trust or for the purpose of binding only the portion of the trust property specifically described herein, and the 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 trustee, and that no personal liability or personal responsibility is assumed by or 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, or undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, or such personal liability, if any, being expressly waived and released.

PRAIRIE BANK AND TRUST COMPANY

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

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

PRAIRIE BANK AND TRUST COMPANY TRUST, AS TRUSTEE UNDER TRUST AGREEMENT DECEMBER 20, 2001 AND KNOWN AS TRUST NUMBER 01-127  
 under that certain trust agreement dated 12-20-2001 and known as Prairie Bank and Trust Company Trust, as Trustee under Trust Agreement December 20, 2001 and known as Trust Number 01-127.

GRANTOR:

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 10, 2007.

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.

Rate change from Prairie Bank Base Rate Plus 1.00% to Prairie Bank Base Rate Floating.  
 Extend Maturity Date to January 10, 2008.

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

The Real Property or its address is commonly known as 2226 W. Monroe, Unit G, Chicago, IL 60612. The Real Property tax identification number is 17-18-101-055-1005.

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## MODIFICATION OF MORTGAGE

Loan No: 589802013

(Continued)

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LENDER:

PRAIRIE BANK AND TRUST COMPANY

*William O'Hearn*

William O'Hearn, Senior Vice President

### TRUST ACKNOWLEDGMENT

STATE OF Illinois )

) SS

COUNTY OF Cook )

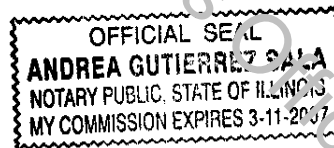
On this 21st day of February, 2007 before me, the undersigned Notary Public, personally appeared Sandra T. Russell, Trust Officer of Prairie Bank and Trust Company and Peggy Crosby, Comm. Loan Officer, and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the Modification 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 Andrea Gutierrez Sala

Residing at \_\_\_\_\_

Notary Public in and for the State of IL

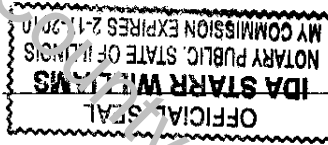
My commission expires 3-11-07



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Property of COOK COUNTY

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

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

By Ida Starr Williams

Residing at Bridgeway

On this 21st day of February, 2008, before me, the undersigned Notary Public, personally appeared William D. Collins and known to me to be the owner 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.

COUNTY OF Cook

STATE OF Illinois

)  
) SS  
)

## LENDER ACKNOWLEDGMENT