

UNOFFICIAL COPY

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1999-12-02 13:40:35
Cook County Recorder 25.50

RECORDATION REQUESTED BY:

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



WHEN RECORDED MAIL TO:

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

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
BRIDGEVIEW OFFICE

FOR RECORDER'S USE ONLY

SEND TAX NOTICES TO:

Prairie Bank and Trust Company
7661 South Harlem
Bridgeview, IL 60455



This Modification of Mortgage prepared by: Prairie Bank and Trust Company
7661 S. Harlem
Bridgeview, Illinois 60455

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 8, 1999, BETWEEN Prairie Bank and Trust Company, as Trustee, not personally, but as trustee under a Trust Agreement dated 4/1/98 and known as Trust No. 98-032, (referred to below as "Grantor"), whose address is 7661 South Harlem, Bridgeview, IL 60455; and PRAIRIE BANK AND TRUST COMPANY (referred to below as "Lender"), whose address is 7661 SOUTH HARLEM AVE., BRIDGEVIEW, IL 60455.

MORTGAGE. Grantor and Lender have entered into a mortgage dated April 5, 1998 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded 4/24/98 in Cook County as Document No. 98332689 and Modification of Mortgage Recorded 5/6/99 in Cook County as Document No. 99435788

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

LOT 94 IN LANDINGS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 27, 1988 AS DOCUMENT 88281884, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 14879 S. LANDINGS, OAK FOREST, IL 60457. The Real Property tax identification number is 28-08-305-026.

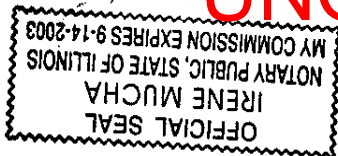
MODIFICATION. Grantor and Lender hereby modify the Mortgage as follows:

Extend maturity to October 8, 2000.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. 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

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My commission expires _____

Notary Public in and for the State of Illinois

Residing at Burbank

By Irene Mucha

On this 29TH day of NOVEMBER, 19 99, before me, the undersigned Notary Public, personally appeared Asst. Trust Officer of Prairie Bank and Trust Company, and known to me to be authorized agents of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

COUNTY OF COOK

(ss)

STATE OF ILLINOIS

CORPORATE ACKNOWLEDGMENT

Authorized Officer

By: [Signature]
PRAIRIE BANK AND TRUST COMPANY

LENDER: PRAIRIE BANK AND TRUST COMPANY

It is expressly understood and agreed by and between the parties hereto anything herein to the contrary notwithstanding, that each and all of the warrants, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warrants, indemnities, representations, covenants, undertakings and agreements of said Trustee are null and void and every one of them, made and intended not as the Trustee or for the purpose of binding said Trustee personally but as a personal guaranty of the Trustee's performance of his duties as Trustee, and the Trustee shall not be held liable for the performance of his duties as Trustee, and that no enforceable guaranty 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.

Asst. Trust Officer

By: [Signature]
Asst. Trust Officer

EXCULPATORY CLAUSE

Prairie Bank and Trust Company, NOT PERSONALLY, BUT A/T/U/T #98-032

BORROWER:

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS. BORROWER IS EXECUTING THIS MODIFICATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE TRUST AGREEMENT DESCRIBED AS PRAIRIE BANK AND TRUST COMPANY TRUST NO. 98-032 AND DATED APRIL 1, 1998.

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.

Loan No 854449003

10-08-1999

MODIFICATION OF MORTGAGE

(Continued)

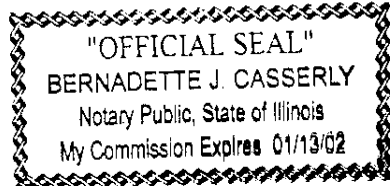
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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) ss
COUNTY OF Cook)



On this 29th day of November, 19 99, before me, the undersigned Notary Public, personally appeared Mark W. Trebor and known to me to be the Senior Vice President, 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. Casserly Residing at Lockport, IL
Notary Public in and for the State of Illinois
My commission expires 1-13-2002

Property of Cook County Clerk's Office