

UNOFFICIAL COPY

99475905

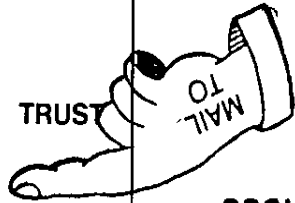
1368/0030 80 002 Page 1 of 3
1999-05-18 12:28:13
Cook County Recorder 25.50

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**



SEND TAX NOTICES TO:

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

**COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
BRIDGEVIEW OFFICE**

FOR RECORDER'S USE ONLY

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 APRIL 23, 1999, BETWEEN Prairie Bank and Trust Company, as Trustee, not personally, but as Trustee under Trust Agreement dated August 13, 1998 and known as Trust No. 98-075, (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 October 23, 1998 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded November 10, 1998 as document #08011387 in Cook County, Illinois

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

LOT 31 IN BLOCK 1 IN THE SUBDIVISION OF BLOCK 13, 14, 15 AND 16 IN THE SUBDIVISION BY L.C. PAINE FREER (AS RECEIVER) OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 22, 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 **1254 South Kildare, Chicago, IL 60623.** The Real Property tax identification number is 16-22-201-043.

MODIFICATION. Grantor and Lender hereby modify the Mortgage as follows:
to extend maturity to October 23, 1999.

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 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

UNOFFICIAL COPY

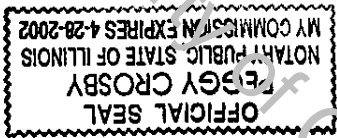
My commission expires _____

Notary Public in and for the State of ILLINOIS

By Peggy Crosby

Residing at Bridgeview

On this 14TH day of MAY, 1999, 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

STATE OF ILLINOIS

CORPORATE ACKNOWLEDGMENT

LENDER: PRAIRIE BANK AND TRUST COMPANY

PRAIRIE BANK AND TRUST COMPANY

By: [Signature] Authorized Officer

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 shall be deemed to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee, and every one of them, made and intended to be made and intended to be made by the Trustee, and the instrument is executed and delivered by said Trustee personally or by its duly appointed agent, 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, covenant, 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.

EXCULPATORY CLAUSE

Prairie Bank and Trust Company, NOT PERSONALLY, BUT A/T/U/T #98-075

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. 98-075 AND DATED AUGUST 13, 1998.

to all such subsequent actions.

By: [Signature] Asst. Trust Officer

By: [Signature] Asst. Trust Officer

Loan No 31379619002

04-23-1999

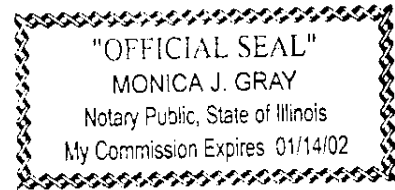
MODIFICATION OF MORTGAGE

(Continued)

(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)



On this 14th day of May, 1999, before me, the undersigned Notary Public, personally appeared MARK W. TREVAKO and known to me to be the Genl. Mgr., 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 Monica J. Gray Residing at Worth

Notary Public in and for the State of Illinois

My commission expires Jan. 14, 2002

Property of Cook County Clerk's Office