

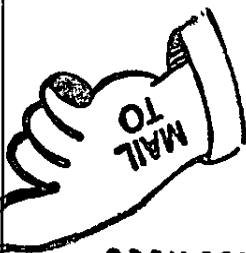
# UNOFFICIAL COPY

99319359

**RECORDATION REQUESTED BY:**

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

1204/0069 80 002 Page 1 of 3  
1999-04-05 13:15:13  
Cook County Recorder 25.50



**WHEN RECORDED MAIL TO:**

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

**COOK COUNTY  
RECORDER**

**EUGENE "GENE" MOORE  
BRIDGEVIEW OFFICE**

**SEND TAX NOTICES TO:**

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

**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 MARCH 5, 1999, BETWEEN **Prairie Bank and Trust Company**, as Trustee, not personally, but as trustee under a Trust Agreement dated 3/2/98 and known as Trust No. 98-016, (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 March 5, 1998 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

**Recorded 3/11/98 in Cook County as Document No. 98193471**

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

**LOTS 1, 14, 16, 29 AND 31 IN HUGUELET & HOLLY'S MUIRFIELD SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**

The Real Property or its address is commonly known as **10651 West 167th Street, Orland Park, IL 60462**. The Real Property tax identification number is 27-29-200-006.

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

**Extend maturity to March 5, 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 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.

# UNOFFICIAL COPY

OFFICIAL SEAL  
KAREN M. FINN  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 6/2/00

My commission expires

Notary Public in and for the State of ILLINOIS

Residing at OAK LAWN

By *[Signature]*

On this 1ST day of APRIL, 19 99, before me, the undersigned Notary Public, personally appeared Asst. Trust Officer and 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

PRAIRIE BANK AND TRUST COMPANY

Authorized Officer

By:

*[Signature]*

PRAIRIE BANK AND TRUST COMPANY

LENDER:

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 nevertheless 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 or with the intention of binding said Trustee personally but are made and intended 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, covenant, undertaking or agreement of the said Trustee in the instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

## EXCULPATORY CLAUSE

Asst. Trust Officer

By:

*[Signature]*

Asst. Trust Officer

By:

*[Signature]*

Prairie Bank and Trust Company as trustee u/t/a #98-016 dtd 3/2/98 & not individually.

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. 98-016 AND DATED MARCH 2, 1998.

Loan No 24835649003

03-05-1999

MODIFICATION OF MORTGAGE

(Continued)

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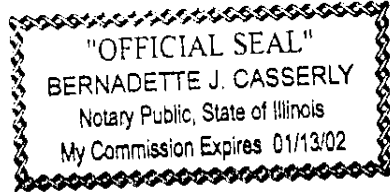
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03-05-1999  
Loan No 24835649003

MODIFICATION OF MORTGAGE  
(Continued)

## LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) ss  
COUNTY OF Cook )



On this 1st day of April, 1997, before me, the undersigned Notary Public, personally appeared Mark W. Trevor 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