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2003-01-31 15:10:14
Cook County Recorder 28.50

RECORDATION REQUESTED BY:

Heritage Community Bank
18301 South Halsted Street
Glenwood, IL 60425

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



WHEN RECORDED MAIL TO:

Heritage Community Bank
18301 South Halsted Street
Glenwood, IL 60425

SEND TAX NOTICES TO:

Michael J. Fiandaca
2150 N Clarendon
Chicago, IL 60619

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Jennifer S. Brown, Commercial Documentation Specialist
Heritage Community Bank
18301 South Halsted Street
Glenwood, IL 60425

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 22, 2003, is made and executed between Michael J. Fiandaca, whose address is 1684 Kingsdale Drive, Hoffman Estate, IL 60195 (referred to below as "Grantor") and Heritage Community Bank, whose address is 18301 South Halsted Street, Glenwood, IL 60425 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 9, 2002 (the "Mortgage"), which has been recorded in Cook County, State of Illinois, as follows:

Recorded on November 1, 2002 as document number 0021208385.

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

LOTS 13, 14, AND 15 IN BLOCK 1 IN AMRSTRONG'S BELMONT AVENUE SUBDIVISON, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 6129, 6131, 6135 W Belmont Ave, Chciago, IL. The Real Property tax identification number is 13-29-102-010 (Lot 15), 13-29-102-011 (Lot 14) and 13-29-102-012 (Lot 13) (Volumé number 360)

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

Extended the maturity date of the note from January 9, 2003 to April 9, 2003.

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,

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MODIFICATION OF MORTGAGE (Continued)

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 JANUARY 22, 2005.

GRANTOR:

X [Signature] Michael J. Fiandaca, Individually

LENDER:

X [Signature] Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)

) SS

COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared Michael J. Fiandaca, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

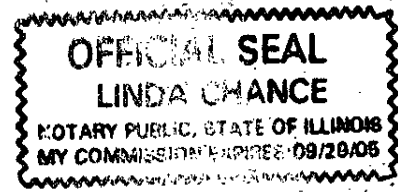
Given under my hand and official seal this 27th day of January, 20 02

By [Signature]

Residing at 6756 N. Harlem Ct Chicago, IL 60631

Notary Public in and for the State of Illinois

My commission expires 9/29/05



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MODIFICATION OF MORTGAGE

(Continued)

LENDER ACKNOWLEDGMENT

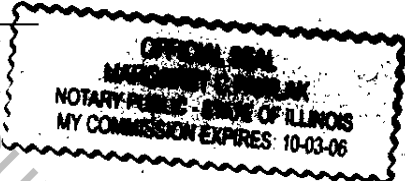
STATE OF IL)
) SS
COUNTY OF Cook)

On this 29th day of January, 2003 before me, the undersigned Notary Public, personally appeared Lori A. Maseley and known to me to be the 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 Margaret Pawlak Residing at Glenwood IL 60425

Notary Public in and for the State of IL

My commission expires _____



Cook County Clerk's Office

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OFFICIAL SEAL
MARGARET C. BRINK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-03-08