

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Heritage Community Bank  
18301 South Halsted Street  
Glenwood, IL 60425

**WHEN RECORDED MAIL TO:**

Heritage Community Bank  
18301 South Halsted Street  
Glenwood, IL 60425



Doc#: 0500447093  
Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 01/04/2005 09:03 AM Pg: 1 of 4

**SEND TAX NOTICES TO:**

T.K.Painting & Construction,  
Inc.  
4224 N. Newcastle Ave.  
Harwood Heights, IL 60706

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

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

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated December 8, 2004, is made and executed between T.K.Painting & Construction, Inc., an Illinois Corporation, whose address is 4224 N. Newcastle Ave., Harwood Heights, IL 60706 (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 29, 2003 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on December 19, 2003 as document number 0335332072 in the Cook County Recorders Office

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

LOTS 9 AND 10 IN BLOCK 5 IN WOLFF AND RUSSELL'S WARNER AVENUE SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 19, 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 3436 -38 N. Newcastle Ave., Chicago, IL 60634. The Real Property tax identification number is 13-19-315-029 & 13-19-315-030

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

Extend the maturity date January 27, 2005.

**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 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.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 8, 2004.**

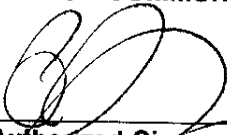
**GRANTOR:**

**T.K.PAINTING & CONSTRUCTION, INC.**

By: Tadeusz Kuriata  
Tadeusz Kuriata, President of T.K.Painting & Construction, Inc.

**LENDER:**

**HERITAGE COMMUNITY BANK**

X   
Authorized Signer

Property of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

(Continued)

### CORPORATE ACKNOWLEDGMENT

STATE OF IL )

) SS

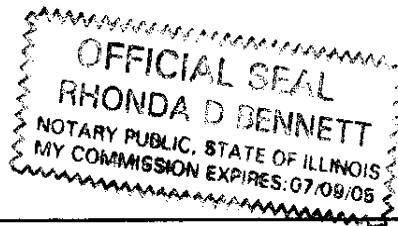
COUNTY OF Cook )

On this 8<sup>th</sup> day of December, 2004 before me, the undersigned Notary Public, personally appeared **Tadeusz Kuriata, President of T.K.Painting & Construction, Inc.**, and known to me to be an authorized agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Rhonda D Bennett Residing at Glenwood

Notary Public in and for the State of IL

My commission expires 7-9-05



### LENDER ACKNOWLEDGMENT

STATE OF IL )

) SS

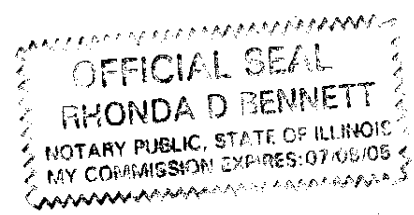
COUNTY OF Cook )

On this 8<sup>th</sup> day of December, 2004 before me, the undersigned Notary Public, personally appeared Patrick G Fanning 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 Rhonda D Bennett Residing at Glenwood IL

Notary Public in and for the State of IL

My commission expires 7-9-05



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## MODIFICATION OF MORTGAGE (Continued)

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