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RECORDATION REQUESTED BY:

Heritage Community Bank
18301 South Halsted Street
Glenwood, IL 60425



Doc#: 0631040112 Fee: \$28.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/06/2006 03:55 PM Pg: 1 of 3

WHEN RECORDED MAIL TO:

Heritage Community Bank
18301 South Halsted Street
Glenwood, IL 60425

SEND TAX NOTICES TO:

Thomas Witt
2932 N Paulina
Chicago, IL 60657

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Angela Dowell-Lott, Commercial Loan Specialist
Heritage Community Bank
18301 South Halsted Street
Glenwood, IL 60425

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 28, 2006, is made and executed between Thomas Witt, a married man, whose address is 2932 N Paulina, Chicago, IL 60657 (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 July 28, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Septemeber 9, 2005 as Document Number 0525235213.

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

THE WEST 1/2 OF LOT 18 IN BLOCK 2 IN LAKE VIEW HIGH SCHOOL SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1466 W. Byron Street, Chicago, IL 60613. The Real Property tax identification number is 14-20-101-033-0000.

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

Increase the principal loan amount from \$1,410,000.00 to ~~\$1,152,000.00~~ Extend the maturity date to January 28, 2007. ~~\$1,512,000.00~~

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, makers and endorsers to the Note, including accommodation parties, unless a party is expressly

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MODIFICATION OF MORTGAGE

(Continued)

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 JUNE 28, 2006.

GRANTOR:

X Thomas Witt
Thomas Witt

LENDER:

HERITAGE COMMUNITY BANK

X Lori A Moseley
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

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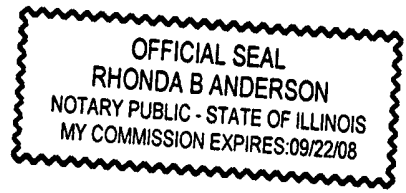
On this day before me, the undersigned Notary Public, personally appeared **Thomas Witt**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and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

Given under my hand and official seal this 6th day of July, 20 06.

By Rhonda B. Anderson Residing at Glenwood Illinois

Notary Public in and for the State of Illinois

My commission expires 09-22-08



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MODIFICATION OF MORTGAGE

(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois)

) SS

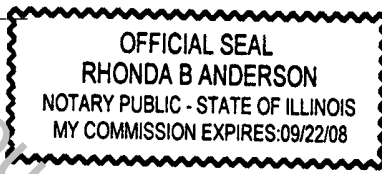
COUNTY OF Cook)

On this 6th day of July, 06 before me, the undersigned Notary Public, personally appeared Cori A. Maselky 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 Rhonda B. Anderson Residing at Glenwood Illinois

Notary Public in and for the State of Illinois

My commission expires 09-22-08



Cook County Clerk's Office