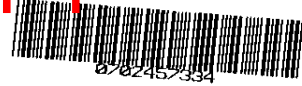


UNOFFICIAL COPY



Doc#: 0702457334 Fee: \$50.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/24/2007 02:53 PM Pg: 1 of 3

**RECORDATION REQUESTED BY:**

Heritage Community Bank  
17926 S. Halsted 2nd Floor  
Homewood, IL 60430

**WHEN RECORDED MAIL TO:**

Heritage Community Bank  
17926 S. Halsted 2nd Floor  
Homewood, IL 60430

**SEND TAX NOTICE TO:**

Thomas Witt  
2932 N Paulina  
Chicago, IL 60657

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Heritage Community Bank  
17926 S. Halsted 2nd Floor  
Homewood, IL 60430

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated January 5, 2007, is made and executed between Thomas Witt, whose address is 2932 N Paulina, Chicago, IL 60657 (referred to below as "Grantor") and Heritage Community Bank, whose address is 17926 S. Halsted 2nd Floor, Homewood, IL 60430 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated December 21, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

on February 23, 2006 as document number 0605443301.

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

THE SOUTH 26 FEET OF THE NORTH 51 FEET OF LOT 3 IN MUELLER'S SUBDIVISION OF THE EAST 449.8 FEET OF LOT 8 IN SUBDIVISION OF BLOCK 45 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTH WEST 1/4 OF SECTION 29, 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 2664 N. Greenview Ave., Chicago, IL 60614. The Real Property tax identification number is 14-29-301-048-0000.

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

The maturity date is hereby extended to December 21, 2007.

**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 released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released

60.50  
3pen

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

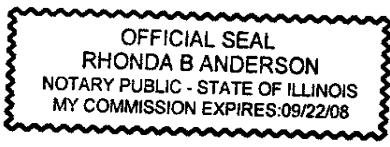
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 8th day of January, 2007 before me, the undersigned Notary Public, personally appeared Lois A. Mosley 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



County Clerk's Office

# UNOFFICIAL COPY

## MODIFICATION OF MORTGAGE (Continued)

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 5, 2007.

GRANTOR:

X Thomas Witt  
Thomas Witt

LENDER:

HERITAGE COMMUNITY BANK

X Lori A Moseley  
Authorized Officer

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois  
COUNTY OF Cook

)  
) SS  
)

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 5th day of January, 2007.

By Rhonda B. Anderson Residing at Glenwood, Illinois

Notary Public in and for the State of Illinois  
My commission expires 09-22-08

