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RECORDATION REQUESTED BY:

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



Doc#: 0703347000 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/02/2007 08:19 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

T. K. Construction Builder Inc.
5081 N. Elston Ave.
Chicago, IL 60630

FOR RECORDER'S USE ONLY

C 06-1882

This Modification of Mortgage prepared by:

Angela Dowell-Lott, Commercial Loan Documentation Specialist
Heritage Community Bank
17926 S. Halsted 2nd Floor
Homewood, IL 60430

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 19, 2007, is made and executed between T. K. Construction Builder Inc., whose address is 5081 N. Elston Ave., Chicago, IL 60630 (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 June 15, 2006 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

June 28, 2006 as Document Number 0617920127.

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

LOT 111 IN VOLK BROTHERS FIRST ADDITION TO MONTROSE AND OAK PARK AVENUE SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 18, 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 4235 N. Newland Ave, Harwood Heights, IL 60706. The Real Property tax identification number is 13-18-314-009-0000.

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

Increase the principal loan amount to \$554,000.00.

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

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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 19, 2007.

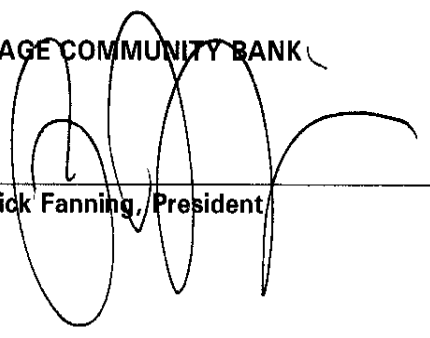
GRANTOR:

T. K. CONSTRUCTION BUILDER INC.

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

LENDER:

HERITAGE COMMUNITY BANK

X 
Patrick Fanning, President

Property of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

CORPORATE ACKNOWLEDGMENT

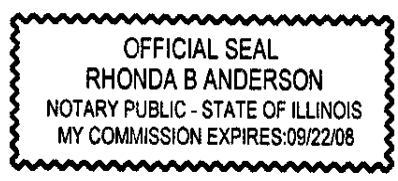
STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 22nd day of January, 2007 before me, the undersigned Notary Public, personally appeared **Tadeusz Kuriata, President of T. K. Construction Builder 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 B. Anderson Residing at Illerwood, 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

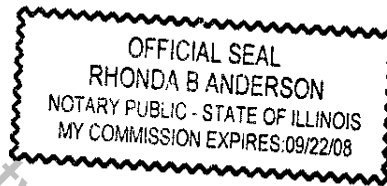
STATE OF Illinois)
)
) SS
)
 COUNTY OF Cook)

On this 22nd day of January, 2007 before me, the undersigned Notary Public, personally appeared Patrick G. Larung and known to me to be the 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