

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

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



Doc#: 0724257163 Fee: \$30.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/30/2007 03:58 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

2010 N. Halsted, LLC
908 N. Halsted
Chicago, IL 60622

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 August 22, 2007, is made and executed between 2010 N. Halsted, LLC, an Illinois Limited Liability Company, whose address is 908 N. Halsted, Chicago, IL 60622 (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 July 6, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

on July 19, 2007 as document number 0720033023.

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

LOT 20 IN BLOCK 8 IN CUSHMAN'S SUBDIVISION OF BLOCK 4 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 29 THROUGH 32, 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 2010 N. Halsted Street, Chicago, IL 60614. The Real Property tax identification number is 14-32-228-041-0000.

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

The definition of "Note" in the mortgage is amended to mean the promissory note dated August 22, 2007, in the original principal amount of \$1,000,000.00 from Frederick S. Latsko to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. Payments on the Note are to be made in accordance with the payment schedule defined in said Note.

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

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

Loan No: 1001262

(Continued)

Page 2

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 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 AUGUST 22, 2007.

GRANTOR:

2010 N. HALSTED, LLC

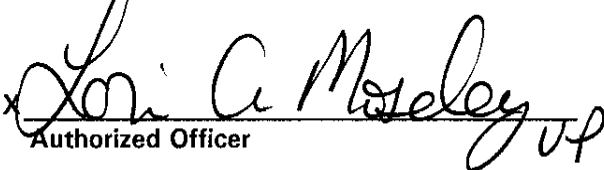
By:



Frederick S. Latsko, Manager of 2010 N. Halsted, LLC

LENDER:

HERITAGE COMMUNITY BANK



x Lori A. Moseley
Authorized Officer

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

(Continued)

Loan No: 1001262

Page 3

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)

) SS

COUNTY OF Cook)

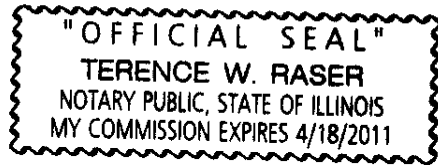
On this 25th day of August, 2007 before me, the undersigned Notary Public, personally appeared **Frederick S. Latsko, Manager of 2010 N. Halsted, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, 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 limited liability company.

By *Frederick S. Latsko*

Residing at 10136 S. Seeley, Chicago, IL 60643

Notary Public in and for the State of Illinois

My commission expires 4-18-11



Notary Public of Cook County Clerk's Office

UNOFFICIAL COPY

MODIFICATION OF MORTGAGE

Loan No: 1001262

(Continued)

Page 4

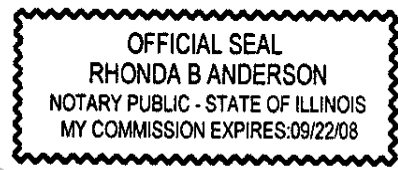
LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 24th day of August, 2007 before me, the undersigned Notary Public, personally appeared Lori A. Masely 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 Homewood, Illinois
 Notary Public in and for the State of Illinois

My commission expires 09-22-08



Cook County Clerk's Office