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RECORDATION REQUESTED BY:

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



Doc#: 0808816001 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/28/2008 08:17 AM Pg: 1 of 10

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

Thomas Witt
1825 W. Wellington Ave.
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 February 17, 2008, is made and executed between Thomas Witt, whose address is 1825 W. Wellington Ave., 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 and re-recorded on May 24, 2007 as document number 0714440161.

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 Grantor hereby acknowledges an additional advance in the amount of \$100,550.77. At no time shall the principal amount of the Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$3,685,148.00. Also, the maturity date is hereby extended to June 21, 2008 and the interest rate is amended to 1.00 percentage points over the Heritage Community Bank base rate. Under no circumstances will the interest rate on this loan be less than 7.00% per annum or more than the maximum rate allowed by law.

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

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UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 8001276

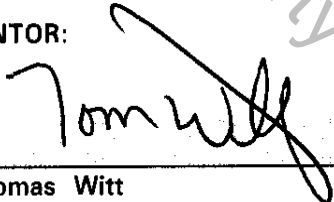
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respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute 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 endorser 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 FEBRUARY 5, 2008.

GRANTOR:

X



 Thomas Witt

LENDER:

HERITAGE COMMUNITY BANK

X



 Authorized Officer

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 8001276

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

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 16th day of February, 2008.
 By [Signature] Residing at 17926 S. Halsted
 Notary Public in and for the State of Illinois
 My commission expires 12/15/09

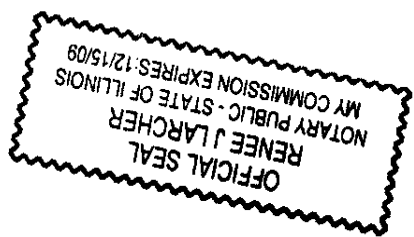


LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 16th day of February, 2008 before me, the undersigned Notary Public, personally appeared Patrick Fanning and known to me to be the President, authorized agent for **Heritage Community Bank** that executed the within and to going instrument and acknowledged said instrument to be the free and voluntary act and deed of **Heritage Community Bank**, duly authorized by **Heritage Community Bank** 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 in fact executed this said instrument on behalf of **Heritage Community Bank**.

By [Signature] Residing at 17926 S. Halsted
 Notary Public in and for the State of Illinois
 My commission expires 12-15-09



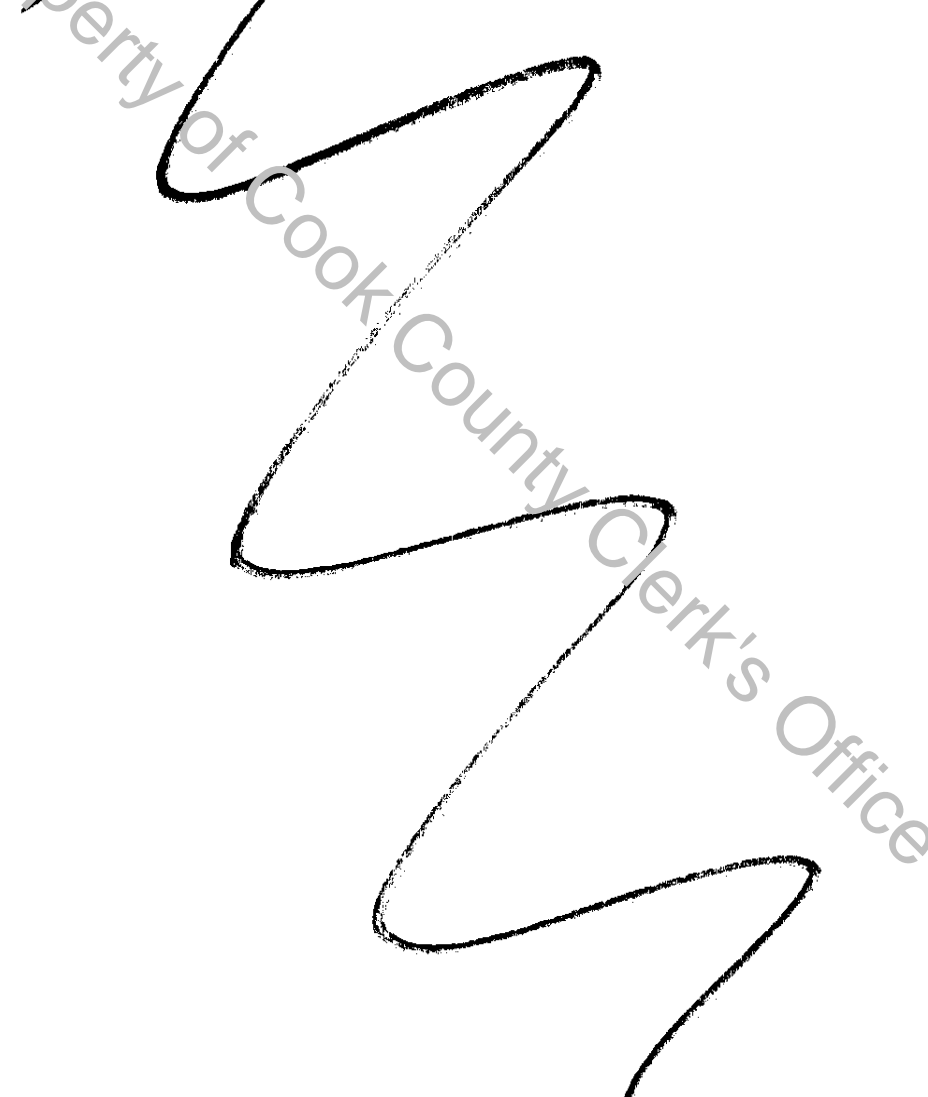
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MODIFICATION OF MORTGAGE (Continued)

Loan No: 8001276

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