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Doc#: 1105322107 Fee: \$56.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/22/2011 02:30 PM Pg: 1 of 11

EMA 79
SPECIALIZED MINISTRY ONLY
ANNUAL CHANGE DATE
WITH MAXIMUM INTEREST RATE
AMORTIZED OVER 34 MONTHS
PERMANENT BALLOON NOTE
(01/21/11)

Prepared by and return to:
Kent D. Wilson, Senior Loan Officer
Lutheran Church Extension Fund-
Missouri Synod
P.O. Box 229009
St. Louis, MO 63122-9009

LUTHERAN CHURCH EXTENSION FUND-MISSOURI SYNOD
Sunset Corporate Center, 10733 Sunset Office Drive, Suite 300
St. Louis, Missouri 63127-1920
EXTENSION AND MODIFICATION AGREEMENT

Chicago, Illinois

THIS AGREEMENT is made and entered into as of the 5th day of February, 2011, by and between LUTHERAN CHURCH EXTENSION FUND-MISSOURI SYNOD ("Lender"), a Missouri nonprofit corporation, and ST. PHILIP EVANGELICAL LUTHERAN CHURCH OF CHICAGO, ILLINOIS, MISSOURI SYNOD A/K/A ST. PHILIP'S EVANGELICAL LUTHERAN CHURCH OF CHICAGO A/K/A ST. PHILIP EVANGELICAL LUTHERAN CHURCH (the "Borrower"), a corporation organized under the laws of the State of Illinois.

RECITALS

A. Borrower is indebted to Lender pursuant to a Construction and Permanent Promissory Note (the "Note"), dated October 8, 2002, in the principal amount of \$366,469.00, bearing interest at variable rates per annum on the principal sum from time to time remaining

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unpaid payable to Lender in consecutive monthly installments with a 240th monthly installment in the full amount of all unpaid principal and interest due and payable on December 5, 2025.

B. The Note is secured by that certain Mortgage (the "Mortgage") recorded on the 11th day of October, 2002, as Document No. 0021120604, of the Official Records of Cook County, Illinois;

C. The balance presently due and payable under the Note to Lender is \$284,687.10 (the "Principal Balance").

D. The parties are desirous of entering into this Agreement for the purpose of extending and modifying the Note to provide for repayment of the Principal Balance over an extended length of time at variable rates of interest.

TERMS AND CONDITIONS

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, the parties do hereby agree that the Note shall be extended and modified as follows:

1. Interest. The rates of interest payable by Borrower to Lender hereunder are as follows:

1.1 Initial Interest Rate. From and including the date hereof until the first Change Date (as defined in 16.1), interest shall accrue and be payable on the principal balance from time to time outstanding at the rate of Three and One Quarter percent (3.25%) per annum.

1.2 Variable Interest Rate. From and including each Change Date, interest shall accrue and be payable on the principal balance from time to time outstanding at the Variable Interest Rate established in accordance with 16.4 for the period beginning with such Change Date and ending with and including the date immediately preceding the next Change Date.

2. Amounts and Due Dates of Installments. Beginning with the first Monthly Due Date (as defined in 16.3) following the date hereof, Borrower shall pay to Lender installments of principal and interest upon each and every Monthly Due Date during the term hereof, through and including the Maturity Date (as defined in 16.2).

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2.1 Initial Installments. The amount of each monthly installment due and payable on the first ten (10) Monthly Due Dates shall be Two Thousand Seventeen and 86/100 Dollars (\$2,017.86).

2.2 Subsequent Installments. The amount of each monthly installment (other than the Final Installment as defined in 2.3) due and payable upon each of the twelve Monthly Due Dates following each Change Date shall be, as determined by Lender in Lender's sole discretion, either (i) the amount previously determined by Lender to be due and payable upon the Monthly Due Date coinciding with such Change Date or (ii) the amount (determined by Lender) which would be sufficient to repay in full, by the Amortization Date (as hereinafter defined), the outstanding principal balance owing hereunder on such Change Date, together with interest thereon at the Variable Interest Rate established for such Change Date, in equal monthly installments. For purposes of this Agreement, the term "Amortization Date" shall mean that date which would be, except for the fact that the Maturity Date precedes it, the Monthly Due Date of the One Hundred Seventy Eighth (178th) calendar month following the date hereof.

2.3 Final Installment. Borrower shall pay to Lender, on the Maturity Date, a final installment (herein referred to as "Final Installment") of all amounts then owing and unpaid under the Note and this Agreement, including (i) the full unpaid balance of the principal sum, (ii) all accrued and unpaid interest, and (iii) any penalties payable under the terms of the Note and this Agreement. Notwithstanding the preceding sentence, instead of making the payment on the Maturity Date as described above, Borrower may be permitted by Lender, in Lender's sole discretion, to continue to pay monthly installments in an amount that is at least equal to the amount of the last monthly installment preceding the Maturity Date, as determined in 2.2, until all amounts owing and unpaid under the Note and this Agreement, including (i) the full unpaid balance of the principal sum, (ii) all accrued and unpaid interest, (iii) any penalties payable under the terms of the Note and this Agreement, are paid in full; provided that in no event shall the amount of any such monthly installment payable on or after the Maturity Date be less than the amount (determined by Lender) which shall be sufficient to repay in full, by the date that is twelve (12) months after the Maturity Date, the outstanding principal balance owing hereunder on the last Change Date preceding such monthly installment, together with interest thereon at the Variable Interest

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Rate established for such Change Date, in equal monthly installments; and provided further that, until such outstanding amounts are paid in full, interest and penalties shall continue to be determined and accrue and be payable on all such outstanding amounts as otherwise provided under the terms of the Note and this Agreement.

3. Acknowledgement of Insufficient Payments. Borrower acknowledges to Lender that the monthly installments payable in the amounts stated in Paragraphs 2.1, and 2.2 will be insufficient to repay in full by the Maturity Date the outstanding principal balance owing hereunder, together with interest thereon at the rate established in Paragraph 1, and that the Final Installment will be a greater (balloon) amount than the amount of the regular monthly installments.

4. Application of Payments. All payments on account of the indebtedness evidenced by this Agreement shall be first applied to the payment of accrued but unpaid interest, then to principal, and the excess remaining thereafter shall be applied to the payment of late charges, if any, due and payable.

5. Place of Payment. All payments hereunder shall be made to Lender at such place and in such manner as Lender may from time to time require.

6. Prepayment. Borrower reserves the right to prepay all amounts due hereunder in whole, or subject to the conditions hereinafter stated, in part, on any installment payment date without premiums or penalty and without prior notice to the Lender. Any such prepayment shall be first applied against accrued but unpaid interest, and the excess, if any, shall be applied against principal, in the inverse order of actual maturity of installments hereunder (i.e. shall be first applied against the final monthly installment). No such partial prepayment shall relieve Borrower of its obligation to pay the next, and subsequent, monthly installment(s) hereunder until the entire indebtedness, together with interest, has been paid in full.

7. Security; Right of Setoff; Attorneys and Other Expenses; Disclosure of Information.

7.1 Security. The Note, as extended by this Agreement, shall continue to be secured by the Mortgage.

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7.2 Right of Setoff. Upon the occurrence of any default in the payment of any installment of principal or interest when due in accordance with the terms hereof or any default in the performance of any other agreement contained in this Agreement, in the Note or in the mortgage or deed of trust securing payment of the Note, Lender is hereby authorized without notice to the Borrower (any such notice being expressly waived by Borrower) to set off and apply any and all deposits or other investments at any time held by Lender for Borrower's account against any and all of Borrower's obligations hereunder, under the mortgage or deed of trust securing payment hereunder, and/or under any other agreement or obligation, whether now or hereafter owing, irrespective of whether or not Lender shall have made any demand hereunder or thereunder. The rights of Lender under this paragraph are in addition to any other rights and remedies Lender may have. Nothing contained in this Agreement, in the Note or in the mortgage or deed of trust securing payment of the Note shall impair the right of Lender to exercise any right of setoff it may have against the Borrower.

7.3 Attorneys and Other Expenses. If, as a result of the occurrence of any default in the payment of any installment of principal or interest when due in accordance with the terms hereof or any default in the performance of any other agreement contained in this Agreement, in the Note or in the mortgage or deed of trust securing payment of the Note, Lender employs attorneys or incurs other expenses for the collection of payments due hereunder or thereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Borrower hereunder or thereunder, the Borrower shall be liable to and shall, on demand, reimburse Lender for the reasonable fees of such attorneys and such other reasonable expenses so incurred.

7.4 Disclosure of Information. Borrower shall provide to Lender such information (including nonfinancial information) as Lender may request from time to time in its sole discretion including, but not limited to, the following: (i) annual, quarterly or monthly financial statements including statements of financial position, statements of activities and changes in unrestricted net assets and statements of cash flows, (ii) year-to-date statements of operations as compared to budget, and (iii) cash flow projections.

8. Dissolution, Merger, Use of Security. If Borrower is a member congregation of The Lutheran Church-Missouri Synod, 8.1 shall apply. If Borrower is recognized as a Recognized Service Organization of The Lutheran Church-Missouri Synod, 8.2 shall apply. If

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Borrower is neither a member congregation nor a Recognized Service Organization of The Lutheran Church-Missouri Synod, 8.3 shall apply.

8.1 Member Congregation. In the event that Borrower shall be dissolved, merge with any other congregation, cease to be a member congregation of The Lutheran Church-Missouri Synod, or cease to use the real estate subject to the aforementioned deed of trust or mortgage for the Borrower's regular worship services, or for its school, parsonage, teacherage, or other religious purposes, the entire principal sum remaining unpaid hereunder, together with accrued interest, may be declared immediately due and payable at the option of the Lender.

8.2 Recognized Service Organization. In the event that Borrower shall be dissolved, merge with any other corporation or entity, cease to be recognized by The Lutheran Church-Missouri Synod as a Recognized Service Organization, or cease to use the real estate subject to the aforementioned deed of trust or mortgage for the religious, charitable, or educational purposes of the Borrower, the entire principal sum remaining unpaid hereunder, together with accrued interest, may be declared immediately due and payable at the option of Lender.

8.3 Other Entities. In the event that Borrower shall be dissolved, merge with any other corporation or entity, cease to be an auxiliary, an agency or a part of The Lutheran Church-Missouri Synod, or cease to use the real estate subject to the aforementioned deed of trust or mortgage for the religious, charitable, or educational purposes of the Borrower, the entire principal sum remaining unpaid hereunder, together with accrued interest, may be declared immediately due and payable at the option of Lender.

9. Further Borrowing. In the event that Borrower shall, subsequent to the date hereof, engage in further borrowing, or become voluntarily indebted to any other lender, without the written consent of the Lender, the entire principal sum remaining unpaid hereunder, together with accrued interest, may be declared immediately due and payable at the option of the Lender.

10. Default in Payment or Performance. The entire principal sum remaining unpaid hereunder, together with accrued interest, may be declared immediately due and payable at the option of the Lender in the event of any of the following: (i) default in the payment of any installment of principal or interest when due in accordance with the terms hereof, (ii) default in the performance of any agreement contained in the mortgage or deed of trust securing payment

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of the Note and this Agreement, or (iii) default in the performance of any agreement given by Borrower in favor of Lender including, but not limited to, any agreement contained in any other promissory note, mortgage, deed of trust, assignment, pledge, security agreement, or guaranty.

11. Late Charge. If any installment hereunder, or any portion thereof, is not paid when due, whether at stated maturity or by declaration, a late charge penalty of two percent (2%) of such past due amount shall be added to the amounts due hereunder, except that such late charge penalty shall not exceed the maximum amount permitted by law. Should interest not be paid when due, it shall thereafter bear like interest as the principal, but such unpaid interest so compounded shall not exceed an amount equal to simple interest on the unpaid principal at the maximum rate permitted by law.

12. No Waiver. No delay, omission or indulgence by Lender in exercising or enforcing any rights or remedies shall impair or affect the same or be construed to be a waiver of or acquiescence in any default. Any single or partial exercise of any rights or remedies shall not preclude any other or further exercise thereof. No waiver by the Lender shall be valid unless in writing signed by said Lender, and then only to the extent specifically set forth in said writing.

13. Time is of the Essence. Time for the payment and performance of each and all of the obligations of the Borrower shall be of the essence hereof.

14. Assignment. The terms and provisions of this Agreement shall inure to the benefit of any assignee, transferee, or holder or holders hereof, and, in the event of any transfer or assignment of this note, each and all of the rights, remedies, powers, privileges and benefits herein granted the Lender shall automatically be vested in the assignee, transferee, holder or holders. Lender may, at any time, sell, transfer, assign or grant participations in the Note and this Agreement, any mortgage(s) or deed(s) of trust or other security instrument(s) securing this Agreement, and any other related loan documents.

15. Waiver of Presentment, Protest, Notice. Borrower and all endorsers hereof severally waive presentment for payment, protest, notice of non-payment and of protest, and agree to pay all reasonable costs of collection, including attorneys' fees.

16. Definitions. For purposes of this Agreement, the following words and phrases shall have the following meanings:

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16.1 "Change Date" shall mean December 5, 2011 and every twelfth (i.e. the twelfth, twenty-fourth, thirty-sixth, and so on) Monthly Due Date thereafter.

16.2 "Maturity Date" shall mean December 5, 2013.

16.3 "Monthly Due Date" shall mean the 5th day in each month, beginning with the first calendar month following the date hereof. However, if such date is later in a month than the 28th day of the month, then the Monthly Due Date for February shall be the 23th day of February. Further, if such date is the 31st day of a month, then the Monthly Due Date shall fall on the 30th day in those months having only 30 days.

16.4 "Variable Interest Rate" shall mean that rate of interest, per annum, determined for each Change Date by Lender, adding up to (as it determines) two and one-half percentage points to Lender's Cost of Funds, provided, however, that such rate of interest shall not be greater than Three and One Quarter percent (3.25%) per annum. Lender's Cost of Funds is the weighted average annual rate of interest, determined by Lender on a date selected by it, based upon the interest and other costs payable on or with respect to such of its outstanding investment and other obligations as shall be determined by Lender pursuant to Lender's lending procedures as in effect from time to time.

17. Ratification. Except as modified herein, all terms and conditions of the Note are hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, this Agreement has been executed as of this 13th day of February, 2011.

ST. PHILIP EVANGELICAL LUTHERAN CHURCH OF
CHICAGO, ILLINOIS, MISSOURI SYNOD A/K/A ST.
PHILIP'S EVANGELICAL LUTHERAN CHURCH OF
CHICAGO A/K/A ST. PHILIP EVANGELICAL
LUTHERAN CHURCH

BY: Marsha E. Holmes
Marsha E. Holmes, Member-Board of Trustees

BY: DeWayne Dunigan
DeWayne Dunigan, Member-Board of Trustees

BY: Hermond Coke Sr.
Hermond Coke, Sr., Member-Board of Trustees

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EXHIBIT "A"

LEGAL DESCRIPTION:

PARCEL 1:

LOTS 27, 28, 29 AND 30 IN BLOCK 6 IN THE RESUBDIVISION OF BLOCKS 11 AND 12 IN THE RESUBDIVISION OF WASHINGTON PARK CLUB ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 14, 1909 AS DOCUMENT NO. 4332741, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 16 FEET OF AND THE EAST 32 FEET OF THE SOUTH 7 FEET OF THE NORTH 14 FEET OF SAID LOT 9, LOTS 10, 11, 12 AND 13 IN BLOCK 6 IN THE RESUBDIVISION OF BLOCKS 11 AND 12 IN THE SUBDIVISION OF WASHINGTON PARK CLUB ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax # 20-15-417-011

Property Address: 6232 S. Eberhart Avenue
Chicago, IL 60637