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Doc#: 1311545053 Fee: \$50.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/25/2013 01:34 PM Pg: 1 of 7

This document has been prepared by

Mission Investment Fund - ELCA
Attn: Loan Department / XC
8765 West Higgins Road
Chicago, IL 60631

Loan No.: 30000176270

NCS-490090

[Above space reserved for recording information.]

MODIFICATION OF PROMISSORY NOTE and MORTGAGE

THIS MODIFICATION OF PROMISSORY NOTE and Mortgage ("Modification") is made and entered by and between **Bethel Evangelical Lutheran Church**, a not forprofit corporation of Illinois ("Mortgagor"), whose address is 4211 W West End Avenue, Chicago, IL 60624, and **MISSION INVESTMENT FUND OF THE EVANGELICAL LUTHERAN CHURCH IN AMERICA**, a Minnesota corporation ("Mortgagee"), whose address is 8765 West Higgins Road, Chicago, Illinois 60631.

WHEREAS, the Congregation executed and delivered to the Mortgagee a Note, dated May 18, 2009, evidence of an indebtedness in the original principal amount of Five Hundred Forty Five Thousand and 00/100 Dollars (\$545,000.00) ("Note").

WHEREAS, to secure the repayment of the first Note, the Congregation executed and delivered to the Mortgagee that certain Mortgage dated May 18, 2009 and recorded in the County of Cook, State of Illinois on June 18 2009, as Document # 0916912018, covering certain real property and improvements located in the Cook County, State of Illinois as described in the legal description of the Mortgage.

WHEREAS, the outstanding principal balance owed under the Note as of March 7, 2013 is Five Hundred Eight Thousand Two Hundred Sixteen and 57/100 Dollars (\$508,216.57).

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WHEREAS, it is beneficial to the above named parties to modify and amend certain provisions in the Note and Mortgage.

NOW, THEREFORE, in consideration of the above recitals, the covenants and agreements contained herein, the sum of One and No/100 Dollar (\$1.00) paid, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agree as follows:

Notwithstanding any provisions of the Note and/or Mortgage to the contrary, effective the date of this Modification, the Note and Mortgage shall be modified, altered and amended in the following respects:

- a) **Interest Rate.** The interest rate on the Note shall reset at **4.125%** percent per annum, adjustable. Commencing **April 1, 2013** thru **March 31, 2018**.
- b) **Monthly Payments of Principal and Interest** The congregation shall make equal monthly payments of principal and interest in the amount of **Two Thousand Nine Hundred Seventy Four 00/100 Dollars (\$2,974.00)** commencing on **May 1, 2013** and continue thereafter until **April 1, 2018**. Payments shall be due by the first day of every month.
- c) **Interest and Payment Review Dates.** The interest rate and payment shall be reviewed by the Mortgagee every Five (5) years. The congregation shall be notified by the Mortgagee in writing 45 days in advance of the Interest Rate and Payment Amount applicable as April 1, 2018, April 1, 2023, April 1, 2028, and April 1, 2033.
- d) **Loan Maturity.** The maturity date will be **October 1, 2034**, at which time all outstanding principal and all accrued and unpaid interest shall be due and payable.
- e) **Prepayment of loan.** This loan may be prepaid in whole or in part at any time on the conditions provided in this paragraph below. Any such prepayment of principal shall be applied against the principal amounts outstanding and shall be applied to the installment or installments last maturing hereunder; provided, however, that any such prepayment shall not postpone or extend the due date and shall not decrease the amount of any subsequent installments.

No such prepayment shall be deemed a waiver of, or estoppel with respect to, any right or remedy available to the holder hereof under the Note or any other instrument securing this Note, including, without limitation, a waiver of any default which shall have accrued hereunder.

(i) For prepayments during the next 24 months of the term of the loan, beginning May 1, 2013, the following shall apply:

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- (a) If such prepayment is for the purpose of refinancing all or any part of this loan with another lender, such prepayment shall be accompanied by payment of a prepayment fee equal to 2% of the amount of the prepayment.
 - (b) If such prepayment is not for the purpose of refinancing all or any part of this loan with another lender, no prepayment fee shall be required.
 - (c) If requested by the Mortgagee, the congregation shall provide any documentation and information reasonably necessary to confirm the purpose of the prepayment.
- (ii) Prepayments after May 1, 2015 of the term shall be without penalty.

Except as modified and amended herein, all of the provisions of the Note and Mortgage shall remain in full force and effect.

This Modification may be executed in several counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.

This Modification and each and every part hereof shall be binding upon the parties hereto and upon their successors and assigns and shall inure to the benefit of each and every future holder of the Note, including the successors and assigns of the Mortgagee.

IN WITNESS WHEREOF, the undersigned has executed and entered into this Modification effective 18, Nov, 2013.

Bethel Evangelical Lutheran Church
an Illinois not for profit corporation

By: *Mary Nelson*
Name: Mary Nelson
Title: Chair, Ministry Faith

By: *Neil Bullock*
Name: Neil Bullock
Title: President

The Mission Investment Fund of the
Evangelical Lutheran Church in America
a Minnesota corporation

By: *Amelia Dawkins*
Name: Amelia Dawkins
Title: Director of Loans

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STATE OF ILLINOIS)

ACKNOWLEDGMENT

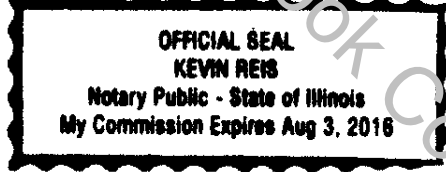
COUNTY OF COOK)

On this 18th day of March, 2013, before me personally came the above named Mary Wascu, the Chair, respectively, of **Bethel Evangelical Lutheran Church**, an Illinois not for profit corporation, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:

SEAL



Kevin Reis
Notary Public

My commission expires: 08/03/2016

STATE OF ILLINOIS)

ACKNOWLEDGMENT

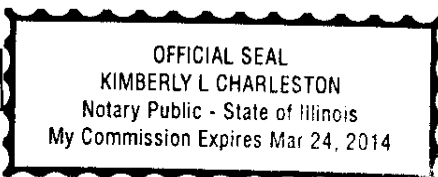
COUNTY OF COOK)

On this 22 day of April, 2013, before me personally came the above named NEIL BULLOCK, the President, respectively, of **Bethel Evangelical Lutheran Church**, an Illinois not for profit corporation, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

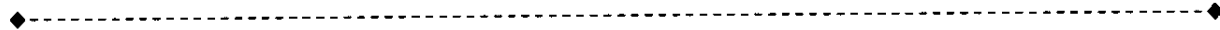
SEAL



Kimberly L. Clatta
Notary Public

My commission expires: 3-24-14

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

ACKNOWLEDGMENT

On 22 APRIL 2013, before me personally came the above named Amelia Dawkins, the Director of Loans, of the **MISSION INVESTMENT FUND OF THE EVANGELICAL LUTHERAN CHURCH IN AMERICA**, a Minnesota corporation, to me known to be such officer of said corporation and to me well known to be the person who executed the above instrument and acknowledged the same as the deed of said corporation.

Kelly F. Clark
Notary Public, State of Illinois
My commission expires: 3-24-14

SEAL

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PARCEL 1:

LOTS 6, 7, 8 AND 9 IN THE RESUBDIVISION OF THE NORTH 1/2 OF BLOCK 30 IN THE SUBDIVISION OF THE SOUTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1, 2 AND 3 IN HOFFMAN'S SUBDIVISION OF LOTS 1 TO 5 INCLUSIVE IN RESUBDIVISION OF THE NORTH 1/2 OF BLOCK 30 IN SUBDIVISION OF THE SOUTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT A - PROPERTY DESCRIPTION

Address(es) of property: 128 North Keeler Avenue, Chicago, Illinois
 130 North Keeler Avenue, Chicago, Illinois
 4211 W. West End Avenue, Chicago, Illinois
 4221 W. West End Avenue, Chicago, Illinois
 4215 W. West End Avenue, Chicago, Illinois

PARCEL 1:
 LOTS 6, 7, 8 AND 9 IN THE RESUBDIVISION OF THE NORTH 1/2 OF BLOCK 30 IN THE
 SUBDIVISION OF THE SOUTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13 EAST OF
 THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
 LOTS 1, 2 AND 3 IN HOFFMAN'S SUBDIVISION OF LOTS 1 TO 5 INCLUSIVE IN
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 COOK COUNTY, ILLINOIS.

PIN: 16-10-419-017-0000
16-10-419-018-0000
16-10-419-020-0000
16-10-419-021-0000
16-10-419-039-0000
16-10-419-040-0000

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