

# UNOFFICIAL COPY



Doc#: 1402317000 Fee: \$46.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 01/23/2014 08:33 AM Pg: 1 of 5

Property of Cook County Clerk's Office

(Space Above This Line For Recording Data)

LOAN NUMBER: 9990050458

## MODIFICATION AGREEMENT - MORTGAGE

**THIS MODIFICATION AGREEMENT** ("Agreement") is dated as of January 12, 2014, between St. John's Evangelical Lutheran Church of Chicago (Mayfair), Illinois, a Religious Corporation, f/n/a Evangelisch Lutherische St. Johannes Gemeinde, a Religious Corporation, a/k/a St. John's Ev. Luth. Congregation, a Illinois Corporation, whose address is 4939 W Montrose Avenue, Chicago, Illinois 60641-1525 ("Mortgagor"), and Lutheran Church Extension Fund - Missouri Synod whose address is 10733 Sunset Office Drive, Suite 300, Saint Louis, Missouri 63127 ("Lender").

Lutheran Church Extension Fund - Missouri Synod and Mortgagor entered into a Mortgage dated March 28, 2000 and recorded April 7, 2000 as Document #00246858 and subsequently by an Extension and Modification Agreement dated October 11, 2006 and recorded November 30, 2006 as Document Number 0633415049 and subsequently by an Extension and Modification Agreement dated November 12, 2010 and recorded November 12, 2010 as Document Number 1031610091, records of County of Cook State of Illinois ("Mortgage"). The Mortgage covers the following described real property:

- Address: 4939 W Montrose Avenue, Chicago, Illinois 60641
- Legal Description: See Attached Exhibit "A"
- Parcel ID/Sidwell Number: 13-16-402-002
- 13-16-402-022
- 13-16-402-024
- 13-16-227-031
- 13-16-227-035

It is the express intent of the Mortgagor and Lender to modify the terms and provisions set forth in the Mortgage. Mortgagor and Lender hereby agree to modify the Mortgage as follows:

- The Note is hereby modified to reflect a principal balance of \$887,122.20 consisting of the Note "A" (#9990024447 current principal balance of \$578,170.88) and the balance of Note "B" (#9990024458 current principal balance of \$308,951.32) and to provide for repayment over an an extended length of time at variable rates of interest, which is acknowledged by Borrower as of the date of this Agreement.

Mortgagor and Lender agree that the Mortgage including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter,

S Yes  
P 5  
S N  
M N  
E Yes  
E Yes  
INT Yes

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waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of Mortgagor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

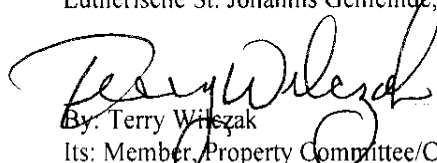
If any Mortgagor who signed the original Mortgage does not sign this Agreement, then all Mortgagors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

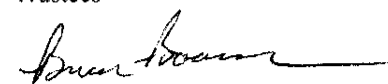
**ORAL AGREEMENTS DISCLAIMER.** Pursuant to Section 432.045 of the Missouri Statutes, as amended from time to time, oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect the parties from misunderstanding or disappointment, any agreements the parties reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between the parties, except as the parties may later agree in writing to modify it.

By signing below, Mortgagor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

St. John's Evangelical Lutheran Church of Chicago (Mortgagor), Illinois, a Religious Corporation, f/n/a Evangelisch Lutherische St. Johannes Gemeinde, a Religious Corporation, a/k/a St. John's Ev. Luth. Congregation

 1-7-14  
By: Terry Wilezak Date  
Its: Member, Property Committee/Chairman-Board of Trustees

 1/07/14  
By: Robert Arant Date  
Its: Member, Property Committee/Member-Board of Trustees

 1-7-14  
By: Brian Bowman Date  
Its: Member, Property Committee/Member-Board of Trustees

 1/7/14  
By: Raymond Bickel Date  
Its: Member, Property Committee/Member-Board of Trustees

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## BUSINESS ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

This instrument was acknowledged on the 1-1-2014, by Terry Wilczak, Member, Property Committee/Chairman-Board of Trustees, Robert Anhalt, Member, Property Committee/Member-Board of Trustees, Brian Bowman, Member, Property Committee/Member-Board of Trustees, and Raymond Bickel, Member, Property Committee/Member-Board of Trustees on behalf of St. John's Evangelical Lutheran Church of Chicago (Mayfair, Illinois, a Religious Corporation, f/n/a Evangelisch Lutherische St. Johannis Gemeinde, a Religious Corporation, a/k/a St. John's Ev. Luth. Congregation, a Illinois Corporation, who personally appeared before me. In witness whereof, I hereunto set my hand and official seal.

My commission expires:

Kath V. Seall

(Official Seal)

Identification Number

**LENDER:** Lutheran Church Extension Fund - Missouri Synod

By: Pam Ueltzen  
Its: Loan Specialist

1/13/14  
Date

## BUSINESS ACKNOWLEDGMENT

STATE OF MISSOURI )  
 )  
COUNTY OF ST. LOUIS )

On this the 1-13-2014, before me, Keri Angell, a Notary Public, personally appeared Pam Ueltzen, Loan Specialist on behalf of Lutheran Church Extension Fund - Missouri Synod, a(n) Missouri nonprofit corporation, to me personally known or who having proved to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Lender by himself/herself as Loan Specialist of Lutheran Church Extension Fund - Missouri Synod, and that the foregoing instrument is the voluntary act and deed of the Lender.

In witness whereof, I hereunto set my hand and official seal.

My commission expires: April 19, 2017

Angell

(Official Seal)



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Property of Cook County Clerk's Office

THIS INSTRUMENT PREPARED BY:  
Lutheran Church Extension Fund - Missouri Synod  
Pam Ueltzen, Loan Specialist  
10733 Sunset Office Drive Suite 300  
Saint Louis, MO 63127-1020

AFTER RECORDING RETURN TO:  
Lutheran Church Extension Fund - Missouri Synod  
Pam Ueltzen, Loan Specialist  
10733 Sunset Office Drive  
Suite 300  
Saint Louis, MO 63127-1020

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## EXHIBIT "A"

Parcel 1:

The West 40 feet of Lot 7 and Lots 8, 9, 10, 11, 12 and 13 and the West 12 feet of the North 9 Feet of Lot 14 in Block 2 in H. L. Lewis Addition to Montrose, a Subdivision of the North 1/8th of the Southeast 1/4 of Section 16, Township 40 North, Range 13, East of the Third Principal Meridian

Also

Parcel 2:

Lots 23, 24, 25, 26, 27 and 28 in Thomas Judd's Subdivision of Block 7 of Silverman's Addition to Irving Park, Montrose and Jefferson, being a Subdivision of the West 1/2 of the East 1/2 of the Northeast 1/4 and that part of the Northwest 1/4 of the Northeast 1/4 lying North of the Chicago and Northwestern Railway of Section 16, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

For informational purposes only, the property is commonly known as:

4939 West Montrose Avenue, Chicago, Illinois.

Permanent Tax Index Number 13-16-402-002, Volume 341.  
Permanent Tax Index Number 13-16-402-022, Volume 341.  
Permanent Tax Index Number 13-16-402-024, Volume 341.  
Permanent Tax Index Number 13-16-227-031, Volume 340.  
Permanent Tax Index Number 13-16-227-035, Volume 340.