

Doc#: 1412517006 Fee: \$46.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 05/05/2014 10:02 AM Pg: 1 of 5

(Space Above This Line For Recording Data)

LOAN NUMBER: 99900079/3

### **MODIFICATION AGREEMENT - MORTGAGE**

THIS MODIFICATION AGREEMENT ("Agreement") is dated as of April 22, 2014, between St. John Lutheran Church of Mt. Prospect a/k/a St. John Lutheran Church, a Illinois Corporation, whose address is 1100 S Linneman Road, Mount Prospect, Illinois 60053-7124 ("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 February 22, 2007 and recorded February 27, 2007 as Document 40705818031 and subsequently by an Extension and Modification Agreement dated February 22, 2010 and recorded March 3, 2010 as Document #1006229061, records of County of Cook, State of Illinois ("Mortgage"). 12 Mortgage covers the following described real property:

Address: 1100 S Linneman Road, Mount Prospect, Illinois 60056

Legal Description: See Attached Exhibit "A"
Parcel ID/Sidwell Number: 08-14-400-002-0000

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 revised principal balance of \$176,765.32 and to provide for repayment over an extended length of time at a fixed rate 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 ameridments as set forth herein, shall remain in full force and effect with respect to each and every term and condition the eof 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, 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.

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S P S N N S E

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## **UNOFFICIAL C**

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 432.047 of the Missouri Statutes, as amended from time to time, oral or unexecuted 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, regardless of the legal theory upon which it is based that is in any way related to the credit agreement. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statem 'n' of the agreement between us, except as we may later agree in writing to modify it.

By signing below, Mor gogor 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 Lutheran Church of Mr. Prospect a/k/a St. John Lutheran Church Joe Schubkegel Its: Director - Board of Church Properties (T ustees) Its: Member - Board of Church Properties (Trustees) BUSINESS ACK (OV/LEDGMENT STATE OF ILLINOIS COUNTY OF COOK This instrument was acknowledged on the 3.31-14, by Joe Schubkegel, Director - Board of Church Properties (Trustees) and Ron Busse, Member - Board of Church Properties (Trustees) on behalf of St. John Lutheran Church of Mt. Prospect a/k/a St. John Lutheran Church, a Illinois Corporation, who personally appeared before me. In witness whereof, I hereunto set my hand and official seal. 'OFFICIAL SEAL PAMELA ANN GRIFFIN Identification Number NOTARY PUBLIC, STATE OF ILLINOIS Commission Expires 03/29/2019 ENDER: Lutheran Church Extension Fund - Missouri Synod

By: Pam Ueltzen

Its: Loan Specialist

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## **UNOFFICIAL CO**

#### BUSINESS ACKNOWLEDGMENT

MISSOURI STATE OF ST LOUIS COUNTY OF the 4-22-2014, this

, a 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/herselt 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 whereo?, I bereunto set my hand and official seal.

My commission expires. Paril 19, 2017

(Official Scal)

KERI ANGELL Notary Public, Notary Seal State of Missouri Franklin County Commission # 13772889 My Commission Expires April 19, 2017

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

FOUNT CLORES OFFICE

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## **UNOFFICIAL COPY**

# EXHIBIT "A"

THAT PART OF LOT 1 LYING WEST AND NORTH OF LINNEMAN ROAD IN DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS



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## **UNOFFICIAL COPY**

Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption

Report Mortgage Fraud 800-532-8785

The property identified as:

PIN: 08-14-400-002-0000

Address:

Street:

1100 S Linneman Road

Street line 2:

City: Mount Prospect

State: IL

**ZIP Code:** 60056

Lender: Lutheran Church Extension Fund - Missouri Synod

Borrower: St. John Lutheran Church of Mt. Prospect

Loan / Mortgage Amount: \$176,765.32

This property is located within the program area and is exempt from the requirements of 765 II CS 77/70 et seq. because it is commercial property.

**Certificate number:** 840CF367-F7BF-4F00-9138-E19DD4A25B18

Execution date: 04/22/2014