### **UNOFFICIAL COPY**

**RECORDATION REQUESTED BY:** 

CASS COMMERCIAL BANK 12412 Powerscourt Drive Suite 175 St Louis, MO 63131

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CASS COMMERCIAL BANK 12412 Powerscourt Drive Suite 175

St Louis, MO 63131

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Suite 175

St Louis, MO 63131



Doc#: 1522929002 Fee: \$44.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 08/17/2015 09:49 AM Pg: 1 of 4

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Kimberly Jefferson, Loan Documentation Specialist II CASS COMMERCIAL BANK 12412 Powerscourt Drive St Louis, MO 63131

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 15, 2015, is made and executed between THE ORCHARD EVANGELICAL FREE CHURCH, an Illinois Non Profit Corporation, whose address is 1330 North Douglas Avenue, Arlington Heights, IL 60004 (referred to below as "Granto") and CASS COMMERCIAL BANK, whose address is 12412 Powerscourt Drive, Suite 175, St Louis, MO 63131 (cforred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 25, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded December 7, 2009, in the Recorder's Office of the County of Cook, State of Illinois, as Document

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook County, State of Illinois:

#### PARCEL 1:

The North 264 Feet of Lot 28 in Allison's Addition to Arlington Heights, being a subdivision of the Southwest 1/4 of Section 20, Township 42 North, Range 11 East of the Third Principal Meridian (Except the West 1/2 of the Southwest 1/4 thereof and the South 4 Acres of the East 1/2 of the Southwest 1/4 thereof) recorded October 19, 1906 as Document 3941663, in Cook County, Illinois (Except that part of said Lot 28 dedicated for road purposes by plat of dedicated recorded as Document 21541063), in Cook County, Illinois. J

1330 North Douglas Ave. (a/k/a 1331 Belmont Ave.)

PIN No. - 03-20-304-017-0000; 03-20-304-003-0000; 03-20-304-004-0000; 03-20-304-095-0000; 03-20-304-016-0000; 03-20-304-018-0000; 03-20-304-019-0000; and 03-20-311-001-0000

PARCEL 2:

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Lot 6 and that part of Lot 8 lying South of and adjoining the South line of Lot 7 extended East to the East line of Lot 8 in Barrington Southgate Unit 1, a subdivision of the Southeast 1/4 of the Northwest 1/4 and of the Southwest 1/4 of the Northeast 1/4 of Section 12, Township 42 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded February 1972 as Document Number 21811304 in the Village of Barrington, in Cook County, Illinois.

1301 South Grove Street - PIN No. 01-12-108-009-0000

The Real Property or its address is commonly known as 1330 North Douglas Ave. (a/k/a 1331 Belmont Ave.) and 1301 South Grove Street, Arlington, IL 60004. The Real Property tax identification number is 03-20-304-017-0000; 03-20-304-003-0000; 03-20-304-004-0000; 03-20-304-005-0000; 03-20-304-019-0000; 03-20-311-001-0000; and 01-12-108-009-0009.

MODIFICATION. Lende, and Grantor hereby modify the Mortgage as follows:

#### The Definition of "Note" is modified as follows:

Note. The word "Note" means the promissory note(s) dated May 25, 2011, September 1, 2011, and June 15, 2015, in the original principal amount(s) of \$5,200,000.00, 500,000.00, and \$1,000,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note(s) or agreement(s).

CONTINUING VALIDITY. Except as expressivy modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and argingally valid, binding, and enforceable in accordance with their 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 congate 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 endorsers 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.

JURY TRIAL WAIVER. Borrower and lender hereby voluntarily, knowingly, irrevocably and unconditionally waive any right to have a jury participate in resolving any dispute (whether based upon contract, tort or otherwise) between or among borrower and lender arising out of or in any way related to this agreement, any other loan document, or any relationship between borrower and lender. This provision is a material inducement to lender to provide the loan described herein and in the other loan documents.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 15, 2015.

**GRANTOR:** 

THE ORCHAND EVANGELIOAL FREE CHURCH

Gary Griffin, Treasurer of THE

ORCHARD EVANGELICAL FREE

**CHURCH** 

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MODIFICATION OF MORTGAGE (Continued)

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LENDER:	
CASS COMMERCIAL BANK	
X Sett D. Dempsey, Senior Vice President	
CORPORATE ACKN	IOWLEDGMENT
STATE OF JULINOISO	)
COUNTY OF COOK	) ss )
On this day of	before me, the undersigned Notary
acknowledged the Modification to be the free and voluntar Bylaws or by resolution of its board of directors, for the stated that he or she is authorized to execute this Modifice	ion that executed the Modification of Mortgage and ry act, and deed of the corporation, by authority of its
of the corporation.	
Notary Public in and for the State of ILLinois	Palotine, IL 60074
OFFICIAL SEAL RITA M THOMPSON MY COMMISSION EXPIRES 1300	
MY COMMISSION EXPIRES: 12/06/16	

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LENDER ACKNOWLEDGMENT		
STATE OF MISSEURI	ì	
•	) SS	
COUNTY OF STILOUIS	)	
0		
On this 22 day of JUNE	$\frac{2015}{5}$ before me, the undersigned Notary	
CASS COMMERCIAL BANK through its board of di	MARY B. GIBBONS Notary Public - Notary Seal STATE OF MISSOUR! St. Louis County My Commission Expires: Sept. 27 2016 Commission # 12634694	
	FC TR-5616 PR-10	