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RECORDATION REQUESTED BY:

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



Doc#: 1602813011 Fee: \$44.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/28/2016 09:06 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

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

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 December 25, 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 "Grantor") and CASS COMMERCIAL BANK, whose address is 12412 Powerscourt Drive, Suite 175, St Louis, MO 63131 (referred 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 #0934133118.

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.

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; 03-20-304-005-0000; 03-20-304-016-0000; 03-20-304-018-0000; 03-20-304-019-0000; and 03-20-311-001-0000

PARCEL 2:

Lot 6 and that part of Lot 8 lying South of and adjoining the South line of Lot 7 extended East to the East

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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; 03-20-304-016-0000; 03-20-304-018-0000; 03-20-304-019-0000; 03-20-311-001-0000; and 01-12-108-009-0000.

MODIFICATION. Lender 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 September 1, 2011, and December 25, 2015, in the original principal amount(s) of \$500,000.00, and \$1,409,780.77 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 expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally 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 obligate 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 DECEMBER 25, 2015.

GRANTOR:

THE ORCHARD EVANGELICAL FREE CHURCH

By: 

Gary Griffin, Treasurer of THE ORCHARD EVANGELICAL FREE CHURCH

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LENDER:

CASS COMMERCIAL BANK

x Brett D. Dempsey
 Brett D. Dempsey, Senior Vice President

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 5th day of January, 2016 before me, the undersigned Notary Public, personally appeared **Gary Griffin, Treasurer of THE ORCHARD EVANGELICAL FREE CHURCH**, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Rita M Thompson Residing at 1301 S. Grove Ave
Barrington, IL 60010
 Notary Public in and for the State of ILLINOIS

My commission expires _____



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LENDER ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
 COUNTY OF ST. LOUIS)

On this 6th day of JANUARY, 2016 before me, the undersigned Notary Public, personally appeared **Brett D. Dempsey** and known to me to be the **Senior Vice President**, authorized agent for **CASS COMMERCIAL BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **CASS COMMERCIAL BANK**, duly authorized by **CASS COMMERCIAL BANK** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **CASS COMMERCIAL BANK**.

By Mary B. Gibbons Residing at _____

Notary Public in and for the State of MISSOURI

My commission expires Sept 27, 2016

