

# UNOFFICIAL COPY



Doc# 1700929076 Fee \$44.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/09/2017 03:18 PM PG: 1 OF 4

Property of Cook County Clerks Office

(Space Above This Line For Recording Data)

LOAN NUMBER: 9990052221

## MODIFICATION AGREEMENT - MORTGAGE

**THIS MODIFICATION AGREEMENT ("Agreement")** is effective December 20, 2016, between Resurrection Lutheran Church and School a/k/a Resurrection Lutheran Church of Chicago, an Illinois Corporation, whose address is 9349 S. Wentworth Ave., Chicago, Illinois 60620-1428 ("Mortgagor"), and Lutheran Church Extension Fund - Missouri Synod, a Missouri nonprofit corporation whose address is 10733 Sunset Office Drive, Suite 300, Saint Louis, Missouri 63127-1020 ("Lender").

Lutheran Church Extension Fund - Missouri Synod, a Missouri nonprofit corporation and Mortgagor entered into a Mortgage dated December 4, 2006 and recorded December 12, 2006 as Document #0634618085, records of County of Cook, State of Illinois ("Mortgage"). The Mortgage covers the following described real property:

Address: 9349 S. Wentworth Ave., Chicago, Illinois 60620

Legal Description: See Attached Exhibit "A"

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 \$232,887.71 consisting of combining the Note's current principal balance of \$92,172.71 and the sum of \$141,715.00 in new funds and to provide for repayment over an extended length of time at variable 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 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, 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.

NCS- 820735

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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 statement of the agreement between us, except as we 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.

Resurrection Lutheran Church and School a/k/a Resurrection Lutheran Church of Chicago

Kristin M. Perkins 12-21-16  
By: Kristin M. Perkins Date  
Its: Member-Board of Trustees

A.G. Magee 12-21-16  
By: A.G. Magee Date  
Its: Member-Board of Trustees

### BUSINESS ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

This instrument was acknowledged on the 21st December 2013, by Kristin M. Perkins, Member-Board of Trustees on behalf of Resurrection Lutheran Church and School a/k/a Resurrection Lutheran Church of Chicago, an Illinois Corporation, who personally appeared before me.

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

My commission expires:

6/6/20

Richard Crowe  
257504  
Notary Public  
Identification Number



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## BUSINESS ACKNOWLEDGMENT

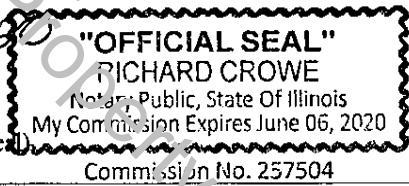
STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

This instrument was acknowledged on the 21st December, 2016, by A.G. Magee, Member-Board of Trustees on behalf of Resurrection Lutheran Church and School a/k/a Resurrection Lutheran Church of Chicago, an Illinois Corporation, who personally appeared before me.

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

My commission expires:

6/6/20



Richard Crowe  
257504  
Notary Public  
Identification Number

~~LENDER~~ Lutheran Church Extension Fund - Missouri Synod, a Missouri nonprofit corporation

Sue Brueggeman 1/6/17  
By: Sue Brueggeman

## BUSINESS ACKNOWLEDGMENT

STATE OF MISSOURI )  
 )  
COUNTY OF ST. LOUIS )

On this the 6th day of January, 2017, before me, Keri Angell, a Notary Public, personally appeared Sue Brueggeman, Loan Specialist I on behalf of Lutheran Church Extension Fund - Missouri Synod, a Missouri nonprofit corporation, 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 I of Lutheran Church Extension Fund - Missouri Synod, a Missouri nonprofit corporation, 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

Keri Angell  
Notary Public

(Official Seal)



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## EXHIBIT "A"

LOT 6 IN BLOCK 6 IN FREDERICK H. BARTLETT'S WENTWORTH AVENUE AND 95TH STREET SUBDIVISION  
IN THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

9349 S. Wentworth Ave., Chicago IL

25-04-408-011

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

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