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Doc#: 1825706183 Fee: \$58.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/14/2018 11:35 AM Pg: 1 of 6

MODIFICATION, RENEWAL AND EXTENSION OF REAL ESTATE LIEN NOTE, LIENS AND OTHER DOCUMENTS

THE STATE OF ILLINOIS §
§
COUNTY OF COOK §

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT (herein so called) is made and entered into as of August 1, 2018, by and between CLI CAPITAL, f/k/a Church Loans & Investments Trust, a Texas real estate investment trust, (the "Lender") and RHEMA WORD CHURCH (the "Borrower").

WITNESSETH:

WHEREAS, Borrower executed and delivered to Lender a Note (the "Original Note") dated June 2, 2005, in the original principal sum of \$1,400,000.00; and

WHEREAS, the Original Note was secured by a mortgage lien conveyed in a Mortgage executed by Borrower (the "Mortgage") dated June 2, 2005, recorded as Document No. 0516027073 of the Records of Cook County, Illinois, and is further secured by certain Other Documents (herein so called) of even date with the Note and executed by Borrower in favor of Lender; and

WHEREAS, the Original Note, Mortgage and Other Documents have been amended, renewed and extended by an instrument recorded as Document No. 12052014142 of the Records of Cook County, Illinois; and

WHEREAS, the Original Note, Mortgage and Other Documents have been amended, renewed and extended, including a bifurcation of the indebtedness evidenced by "Note 1" and "Note 2" in a series, by an instrument recorded as Document No. 1332316071 of the Records of Cook County, Illinois; and

WHEREAS, the Original Note, Mortgage and Other Documents have been amended, renewed and extended by an instrument dated March 14, 2016 to be recorded in the Records of Cook County, Illinois; and

WHEREAS, Lender is the holder and owner of Note 1 and Note 2, the Mortgage, and Other Documents (the Mortgage and Other Documents hereinafter collectively called the "Security Documents"), and Borrower is the record owner of the Property described in said Security Documents; and

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WHEREAS, Note 1 presently matures on August 1, 2018; and

WHEREAS, Borrower has requested and Lender has agreed to renew and extend the maturity of Note 1; and

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and the exchange of other good and valuable consideration paid by each of the parties to the other, the receipt and sufficiency of which are hereby acknowledged, Lender and Borrower AGREE AS FOLLOWS:

1. **Acknowledgment of Outstanding Balance.** The parties hereto acknowledge that the outstanding principal balance of Note 1 as of the date hereof including all sums advanced, is \$854,335.86.

2. **Renewal and Extension of Maturity.** Note 1 is hereby renewed and the maturity of Note 1 is hereby extended to August 1, 2023 ("Revised Maturity Date").

3. **Ratification of Security Documents.** Borrower and Lender further agree that the liens, assignments and security interests created by the Original Note, Note 1, and the Security Documents shall continue and carry forward until the Note 1 and all indebtedness evidenced thereby is paid in full. Borrower further agrees that such liens, assignments and security interests are hereby ratified and affirmed as valid and subsisting against the real property, personal property and fixtures described in the Original Note, Note 1, and the Security Documents, and that this Agreement shall in no manner vitiate, affect or impair the Original Note, Note 1, or the Security Documents (except as expressly modified in this Agreement), and that such liens, assignments, and security interests shall not in any manner be waived, released, altered or modified until Note 1 and all other obligations secured by the Security Documents (including any and all subsequent renewals and extensions) have been paid in full.

4. **Release.** In consideration of Lender's modification of certain provisions of the Note and Security Documents, all as herein provided, and the other benefits received by Borrower hereunder, Borrower hereby RELEASES, RELINQUISHES and forever DISCHARGES Lender, as well as its predecessors, successors, assigns, agents, officers, directors, employees and representatives, of and from any and all claims, demands, actions and causes of action of any and every kind or character, whether known or unknown, present or future, which Borrower may have against Lender, and its predecessors, successors, assigns, agents, officers, directors, employees and representatives, arising out of or in any way connected with or in any way resulting from the acts, actions or omissions of Lender, and its predecessors, successors, assigns, agents, officers, directors, employees and representatives, including but not limited to any breach of fiduciary duty, breach of any duty of fair dealing, breach of confidence, breach of funding commitment, undue influence, duress, economic coercion, conflict of interest, negligence, bad faith, malpractice,

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violations of the Racketeer Influenced and Corrupt Organizations Act, violations of any federal or state usury laws, any violations of federal or state Fair Debt Collection Practices Act, any violations of the Real Estate Settlement and Procedures Act, intentional or negligent infliction of mental distress, tortious interference with contractual relations, tortious interference with corporate governance or prospective business advantage, breach of contract, deceptive trade practices, libel, slander, conspiracy or any claim for wrongfully accelerating the Note or wrongfully attempting to foreclose on any collateral relating to the Note, but in each case only to the extent permitted by applicable law.

5. Miscellaneous.

- (a) As modified hereby, the provisions of the Note 1 and the Security Documents shall continue in full force and effect, and Borrower acknowledges and affirms Borrower's liability to Lender thereunder. In the event of any inconsistency between this Agreement and the terms of Note 1 and the Security Documents, this Agreement shall govern. The Note 1 and the Security Documents are hereby modified wherever necessary even though not specifically addressed herein, so as to conform to the renewal, modification and extension contemplated hereunder.
- (b) Borrower hereby agrees to pay all costs and expenses incurred by Lender in connection with the execution and administration of this Agreement, the reinstatement and modification of Note 1 and the Security Documents, and any other documents executed in connection herewith.
- (c) Any default by Borrower in the performance of its obligations herein contained shall constitute a default under Note 1 and the Security Documents, and shall allow Lender to exercise any or all of its remedies set forth in such documents or at law or in equity.
- (d) Lender does not, by its execution of this Agreement, waive any rights it may have against any person not a party hereto.
- (e) This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same Agreement.
- (f) All terms, provisions, covenants, agreements and conditions of the Note and Security Documents are unchanged, except as provided herein. Borrower agrees that this Agreement and all of the covenants and agreements contained herein shall be binding upon such parties and shall inure to the benefit of Lender and each of their respective heirs, executors, legal representatives, successors and permitted assigns.

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- (g) The Loan Agreement dated March 17, 2011 by and between Borrower and Lender is incorporated herein for all purposes.

6. Notice of No Oral Agreements. THIS MODIFICATION, RENEWAL AND EXTENSION OF NOTE, LIENS AND OTHER DOCUMENTS, THE NOTE AND SECURITY DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE BORROWER AND LENDER AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE BORROWER AND LENDER. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE BORROWER AND LENDER.

7. Balloon Notice. THE LOAN REPRESENTED BY NOTE 1 IS PAYABLE IN FULL ON AUGUST 1, 2023, AS SCHEDULED. AT MATURITY, YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. PAYEE IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE PAYEE, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE PAYEE.

Borrower entered into the transaction set forth in the Loan Documents as set forth in the Recitals and is indebted to Lender as set forth therein; and

Borrower represents and warrants that, as between Borrower and Lender, there are no setoffs or defenses against the amounts due and owing to Lender; that the Loan Documents are valid, binding and enforceable and create a valid first lien on the Collateral; and that but for this Agreement, Lender has the present right to exercise any and all of Lender's rights under the Loan Documents and/or at law and in equity, in such order and to such extent as Lender may elect, in its sole discretion.

EXECUTED as of the day, month and year first above written.

LENDER:

CLI CAPITAL, f/k/a Church Loans & Investments Trust, a Texas real estate investment trust

By: _____

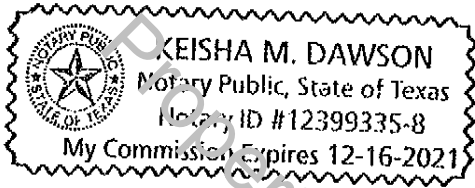
Name: Jason Hall

Title: President + CEO

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THE STATE OF TEXAS §
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COUNTY OF Potter §

This instrument was acknowledged before me on the 27th day of August, 2018, by Jason Hall, as President + CEO of CLI CAPITAL, f/k/a Church Loans & Investments Trust, a Texas real estate investment trust, on behalf of said trust.



Keisha M. Dawson
Notary Public, State of Texas

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BORROWER:

RHEMA WORD CHURCH

By: *Virgil C. Brackett*
Virgil C. Brackett, President

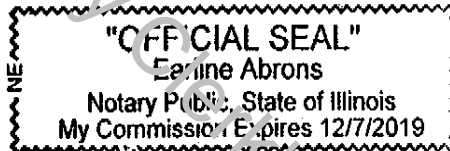
By: *Theresa White*
Theresa White, Secretary

THE STATE OF ILLINOIS §
COUNTY OF COOK §

This instrument was acknowledged before me on the 27th day of August, 2018, by Virgil C. Brackett, President of and on behalf of RHEMA WORD CHURCH.

Earline Abrons
Notary Public, State of ~~Texas~~ IL

THE STATE OF ILLINOIS §
COUNTY OF COOK §



This instrument was acknowledged before me on the 27th day of August, 2018, by Theresa White, Secretary of and on behalf of RHEMA WORD CHURCH.

Earline Abrons
Notary Public, State of ~~Texas~~ IL

AFTER FILING PLEASE RETURN TO:
Burdett, Morgan, Williamson & Boykin, LLP
Attn: Samuel S. Karr, Esq.
701 South Taylor, Suite 440
Amarillo, Texas 79101

