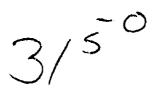


AMENDMENT TO MORTGAGE

DEPT-01 RECORDING \$31.50 T\$7777 TRAN 8676 09/30/94 11:05:00 \$2533 \$ DW #-94-847858 COOK COUNTY RECORDER

THIS AMENDMENT TO MORTGAGE, entered into as of September 30, 1994, WITNESSETH the following:

(the "Bank"), American Midwest Bank and Trust Whereas, formerly Melrose Park Bank and Trust, of the City of Melrose Park, County of Cook, State of Illinois, not personally but as True the of that certain Trust Agreement dated the twenty-third day of June, ("Trust Number 6170"), and Luther High School Association (the "School"), an Illinois not for profit corporation, on its own behalf and as the Beneficiary of Trust Number 6170, entered into that certain Mortgage (the "Mortgage") dated as of October 1, 1991, and placed of record with the Cook County Recorder of Deeds as Document Number 91605086, as mortgagors (collectively herein the Bank and the School shall be referred to as the "Mortgagors"), and the Lutheran Church Extension Fund-Missouri Synod (the "Mortgagee") accepted such Mortgage as Mortgagee;



A PARTY OF STATE

Whereas, such Mortgage encumbers the real property, located in the County of Cook, State of Illinois, more fully described in Exhibit A (the "Mortgaged Property") attached hereto, including all fixtures located on such real property or purchased by or otherwise acquired by Mortgagors (or either of them) either prior to or after October 1, 1991, and all proceeds, substitutes, replacements, accretions, accessions and/or products of such;

Whereas, said Mortgage was originally given to secure payment of the following promissory note(s) (the "Old Notes"):

That certain promissory note, described in the Mortgage as the Amortized Note, the form of which is attached to said Mortgage, in the initial principal amount of \$381,000,00, made by the School, and dated as of October 1, 1991, under which the Lutheran Church Extension Fund-Missouri Synod is the payee;

That certain promissory note, described in the Mortgage as the Residual Note, the form of which is attached to said Mortgage in the initial principal amount of \$898,009.78, made by the School, and dated as of October 1, 1991, under which the Lutheran Church Extension Fund-Missouri Synod is the payee;

Whereas, the School desires to restructure the debt obligation under the Mortgage by capitalizing interest currently owed, by cancelling the Old Notes, by entering into a single new promissory note (as hereinafter described) to evidence the debt to be secured by the Mortgage, and by substituting such new promissory note for the Old Notes currently secured by the Mortgage;

Whereas, Mortgagee is willing to accommodate the School in order to help assure its continued financial well being;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagee and Mortgagors agree that the Mortgage shall be amended as follows:

- 1. The indebtedness secured by the Mortgage, which was previously evidenced by the Old Notes, is hereby and shall henceforth be that debt evidenced by that certain promissory note (the "New Note") in the initial principal amount of \$1,278,346.90, made by the School, and dated as of September 30, 1994, in favor of the Lutheran Church Extension Fund-Missouri Synod as payee;
- 2. Mortgagors further agree that each and every other term and condition of said Mortgage shall remain in effect, except as stated hereinabove, and such other terms and conditions are hereby ratified and affirmed in their entirety.

THIS Amendment to Mortgage is executed by AMERICAN MIDWEST BANK AND TRUST, not personally but as Trustee of the aforesaid, exercising the power and authority conferred upon and vested in it as such Trustee (and said AMERICAN MIDWEST BANK AND TRUST hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Old Notes or New Note shall be construed as creating any liability on said AMERICAN MIDWEST BANK AND TRUST, personally to pay the said Old Notes or New Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder, and that so far as the said AMERICAN MIDWEST BANK AND TRUST personally be concerned, the legal holder or holders of said Old Notes and New Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises conveyed by the Mortgage for the payment thereof, by the enforcement of the lien created by the Mortgage in the manner the Mortgage and said Old Notes or New Note provided or by action to enforce the liability of the School.

IN WITNESS WHEREOF, the said Mortgagors have hereunto set their hands and seal as of the date first hereinabove written.

LUTHER HIGH SCHOOL SOUTH ASSOCIATION on its own behalf and as the Beneficiary of Trust Number 6170

(SEAL)

ATTEST:

AMERICAN MIDWEST BANK AND TRUST, formerly Melrose Park Bank and Trust, not personally but as Trustee of that certain Trust Agreement dated the twenty-third day of June, 1989 (Trust Number 6170).

(SEAL)

Vice President and Trust

Executed and delivered AmericanMidwest Bank, not in its individual capacity, but solely in the capacity herein described for the purpose of binding the herein described property, and subject to the express condition, anything t o herein the contrary notwithstanding, that no personal responsibility limbility or assumed by the AmericanMidwest Bank, by virtue hereof, all such personal liability, if any being expressly waived and released by all other parties hereto, and those claiming by, through or under them.

Uzabeth Chartier Asst. Secretary

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Jeanne Vaughn, personally known to me to be the President of Luther High School South Association, and Yolanda Niblack Personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President, and Secretary, they signed and delivered the said instrument as Presidenc, and Secretary, of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors and the Assembly of Congregational Delegates of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 2013 day of Angela De Franco
Notary Public otember, 1994.

My commission expires:

"OFFICIAL SEAL" ANGELA DEFRANCO NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 2/13/98

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County, hereby the State aforesaid, ďΟ certify Vice President Barbara J. Karg οſ AMERICAN MIDWEST BANK AND TRUST, an Illinois Corporation, and Assistant Secretary Elizabeth Chartler Bank, who are personally known to me to be the same persons whose foregoing instrument as names are subscribed to the Assistant Vice and respectively, person appeared before day in me this acknowledged that they signed and delivered the said instrument as their own fies and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set for the and the said Assistant Secretary then and there acknowledged that he/she as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 30th day of September , A.D., 1994.

"OFF), 1-11, SEAL."

ELIZABETH CORDOVA

Notary Public, State of Illinois

My Commission Expires 4/29/98

Notary Public

Prepared by and when recorded mail to:

Pranschke & Holderle 12444 Powerscourt Drive Suite 450 St. Louis, MO 63131

Send of The

\$00.900102 b\chs\ out\ mort_I.frm 19/23/94

Luther High School South Association

BEGINNING AT A POINT IN THE WEST LINE OF LOT 3, IN BLOCK 7 OF ROBERT L. TAYLOR'S SUBDIVISION OF THE WEST 11.85 CHAINS OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH IS 52.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH ALONG THE WEST LINE OF LOTS 3 AND 2 IN BLOCK 7 AFORESAID TO THE NORTHWEST CORNER OF LOT 2; THENCE EAST ALONG THE NORTH LINE OF LOTS 2 AND 5 IN BLOCK 7 TO THE NORTHEAST CORNER OF SAID LOT 5; THENCE EAST ACROSS VACATED S. TROY STREET TO THE NORTHHEST CORNER OF LOT 2 IH BLOCK 8 OF TAYLOR'S SUBDIVISION AFORESAID; THEHCE EAST ALONG THE NUPTH LINE OF LOTS 2 AND 5 IN BLOCK 8 TO THE NORTHEAST CORNER OF LOT 5: THENCE NORTH ALONG THE EAST LINE OF LOTS 5 AND 6 IN BLOCK 8 TO THE NORTHEAST CORNER OF SAID LOT 6; THERCE HORTH ACROSS VACATED W. 85TH STREET TO THE SOUTHEAST CORNER OF LOT 4 IN BLOCK 6 OF TAYLOR'S SUBDIVISION AFORESAID; THENCE NORTH ALONG THE EAST LINE OF LOTS 4 AVD 5 IN BLOCK 6 TO THE SOUTHEAST CORNER OF LOT 6 IN BLOCK 6 IN TAYLORS SUBDIVISION AFORESAID; THENCE EAST ALONG THE EASTHARD PROLONGATION OF THE SOUTH LINE OF SAID LOT 6, 33 FEET TO THE CENTERLINE OF 3. ALBANY AVENUE BEING THE EAST LINE OF THE HEST 11:85 CHAINS OF THE SOUTHWEST 1/4 OF SECTION 36, ACCORDING TO TAYLOR'S SUBDIVISION AFORESAID; THENCE NORTH ALONG THE EAST LINE OF THE WEST 11.85 CHAINS OF THE SAID SOUTHWEST 1/4. TO THE SOUTH LINE OF THE HORTH-22 CHAINS ACCORDING TO THE SECOND ADDITION TO ROY T. BARRY'S RESUBDIVISION OF PARTS OF BLOCKS 1 AND 2 IN TAYLOR'S SUBDIVISION AFORESAID; THENCE EAST ALONG LAST DESCRIBED LINE TO THE EAST-LINE, OF THE MEST 16.66 CHAINS OF THE SOUTHWEST 1/4 AFORESAID, THENCE SOUTH ON LAST DESCRIBED LINE TO THE NORTH LINE OF THE SOUTH 60 ACRES OF THE SOUTHWEST 1/4 AFORESAID; THENCE EAST ON LAST DESCRIBED LINE; TO THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 AFORESAID; THE SOUTH ALONG. LAST DESCRIBED LINE TO THE NORTH LINE OF THE SOUTH 50 FEET OF THE SOUTHWEST 1/4 AFORESAID; THENCE WEST ALONG LAST DESCRIBED LINE TO A POINT 223.5 FEET EAST OF THE WEST LINE OF LOT 3 IN BLOCK 7 AFORESAID; THENCE HORTHWESTERLY TO A POINT 28.5 FEET HORTH OF THE SOUTH LINE AND 65 FEET EAST OF THE WEST LINE OF SAID LOT 3, THENCE NORTHWESTERLY TO A POINT 31.5. FEET NORTH OF THE SOUTH LINE AND 40 FEET EAST OF THE HEST LINE OF SAID LOT 3; THENCE HORTHWESTERLY TO A POINT 38.5 FEET NORTH OF THE SOUTH LINE AND 17 FEET EAST OF THE HEST LINE OF SAID LOT 3; THENCE NORTHWESTERLY TO THE POINT OF BEGINNING.

P.I.N.: 19-36-308-007 19-36-309-007 19-36-310-001 19-36-310-004