## UNOFFICIAL COPY

PREPARED BY: Kenneth J. O'Malley (Doc Prep Center)

WHEN RECORDED RETURN TO:

The First National Bank of Chicago (Park Ridge office) (c/o Eric T. Johnson) One South Northwest Highway Park Ridge, IL 60068 . DEPT-01 PECORDING

\$25.50

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MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the January 10, 1997, by and among The First National Bank of Chicago, as Successor by Merger to NBD Bank, a national banking association, having its principal office at One First National Plaza, Chicago, IL (the "Mortgague") and South Park Church of Park Ridge, Inc., an Illinois not-for-profit corporation(the "Mortgagor").

## WITHESSETH

WHEREAS, the Mongagor has previously executed and delivered to the Mongage a certain Mongage (the "Mongage") and Assignment of Rents and Leases (the "Assignment") each dated June 17. 1996 recorded in the office of the Recorder of Deeds, of Cook County, Illinois on the 19th of July, 1996 as Document Number 92539478 and 96559479, respectively, on property legally described as follows:

LOT 23 AND 24 IN BLOCK 2, IN THE RESUBDIVISION OF DURCHSLAG'S COURTLAND BOULEVARD MANOR, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIANCIAN IN COOK COUNTY, ILLINOIS...

(the 'Premises')

Commonly known as: 1408 South Courtland Avenue, and the northerly adjacent vacant lot, Park Kidge, Illinois 60068

Tax Parcel Identification No. 12-02-214-022-0000 AND 12-02-214-023-0000

AND WHEREAS, the Mortgagor and Mortgagee are desirous of amending said Mortgage to modify amongst other things, the indebtedness secured by the Mortgage;

Now Therefore, in consideration of the mutual promises and covenants of the parties hereto, it is agreed that the Mortgage is hereby amended and modified as follows:

This Mortgage secures the indebtedness or obligation evidenced by:

(i) The Installment Business Loan Note dated June 17, 1996 in the principal amount of \$190,000.00 maturing on June 30, 2001 executed and delivered by the Mortgager to the Mortgager with interest at the per annum rate of zero percent (0%) above the rate announced from time to time by the Bank as its "corporate base rate" (the "Note Rate"), which rate may not be the lowest rate charged by the Bank to any of its customers, until maturity, and at the rate of 3% per annum above the Note Rate on overdue principal from the date when due, whether by acceleration or otherwise, until paid; and

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The Installment Business Note dated January 10, 1997 in the principal amount of \$170,000.00, maturing on January 10, 2002 executed and delivered by Mortgagor to the Mortgagee with interest at the per amount rate of zero percent (0%) above the rate announced from time to time by the Bank as its "corporate base rate" (the "Note Rate"), which rate may not be the lowest rate charged by the Bank to any of its customers, until maturity, and at the rate of 3% per annum above the Note Rate on overdue principal from the date when due, whether by acceleration or otherwise, until paid; and

FUTURE ADVANCES, CROSS-LIEN AND LIMITATION ON AMOUNT OF MORTGAGE: Notwithstanding anything to the contrary contained in this Mortgage, the amount secured by this Mortgage, including all other present and future, direct and indirect obligations and liabilities of the Mortgagor, or any one or more of them, with or without others, but excluding any obligation or debt for personal, family or household expenses unless the note or guaranty expressly states that it is secured by this Mortgage to the Mortgagee, shall not exceed the principal sum of \$360,000.00 at any one time outstanding.

Except where the confaxi otherwise may require, it is agreed that the term and "Mortgagor", when used and appearing in the Note, the Mortgage as amend and modified and by this Modification and Extension Agreement shall be construed as and mean South Park Church of Park Ridge, i.e., (an Illinois not-for-profit corporation).

Except where the context otherwise may require, it is agreed that the terms "Lender", "Mortgagee", and "Bank" when used and appearing in the Note, the Mortgage as amended and modified and by this Modification and Extension Agreement shall be construed as and mean The First National Bank or Chicago as successor by merger to NBD Bank.

It is further agreed as between the Mortgagor so the Mortgage that neither the repayment of the indebtedness evidenced by the Note, nor the obligations of the Mortgagor thereurder, nor the Mortgage, shall in any way be prejudiced by this Agreement, said Note and Mortgage, being intended to be modified only to the extent therein and herein mentioned and said Mortgage to continue and remain in full force and effect. The parties here to retify, adopt and confirm their respective covenants, agreements and conditions as set forth in the Note and Mortgage as modified by this Agreement.

IN WITNESS WHEREOF, the parties hereto has caused this agreement to be executed by their respective duly authorized representatives as of the date first written above.

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	MORTGAGEE:	MORTGAGOR:	
	The First National Bank of Chicago		
By:		South Fark Church of Park Ridge Inc., an Illinois no	nt-for
-, -	Eric T. Johnson, Assistant Vice President	profit corporation	
		Is A condition	
		Gregory S. Gann	
		Printed Name	Tid

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personally known to me to be the same per appeared before me this day in person and ac and voluntary act and as the free and volunta corporate seal of said corporation, did affix the same per appearance of the same per appearance of the same personal pers	knowledged ry act of sa he said com	y, of	re subscribe signed an a, for the u and there said corpor	ed delivered a uses and purp acknowledge ration to said	the said instructions thath instrument, a	ment as their own fre set forth; and the said e, as custodian of th is his/her own free and
voluntary act, and as the free and voluntary a Given under my hand and notarial seal this_		corporation, 1	- v.	and purpose	s therein set i	orth.
My Commission Expires.		<u> </u>	Ten je			, Notary Public
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