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<p><i>This Instrument prepared by/return to:</i> Michael J. Goldstein, Esq. 17 North State Street, Suite 990 Chicago, Illinois 60602</p>	<div data-bbox="917 268 1212 358"> 1509855228</div> <p>Doc#: 1509855228 Fee: \$54.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00 Karen A. Yarbrough Cook County Recorder of Deeds Date: 04/08/2015 03:17 PM Pg: 1 of 9</p> <p>Recorder</p>
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FL 6889508

FIFTH LOAN MODIFICATION AND EXTENSION AGREEMENT

THIS LOAN MODIFICATION AND EXTENSION AGREEMENT is made as of June 10, 2014 ("Effective Date"), by and between **Wintrust Bank, successor pursuant to Agreement To Purchase Assets and Assume Liabilities** by and between **Diamond Bank, FSB, as Seller and Lender as Buyer**, dated October 18, 2013 ("Lender"), and **RONALD L. MEADOWS, JR. and SUSAN L. MEADOWS**, having an address of 4514 North Leavitt Street, Chicago, Illinois, 60625 ("Borrowers") and **SUSAN L. MEADOWS**, as Trustee of the Susan L. Meadows Trust dated February 16, 2007 ("Trustee"):

RECITALS

A. Diamond Bank made two (2) loans Borrowers presently identified in Lender's records as Loan No. 5500004008-10 ("Loan A") and Loan No. 5500003354 (Loan B) (Loan A and Loan B are hereinafter collectively referred to as the "Loans").

B. Pursuant to the Agreement to Purchase Assets and Assume Liabilities described above, Lender is the owner of the Loans and all of the instruments evidencing and/or securing the Loans.

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C. This instrument constitutes the 5th written agreement having the modification of the Loans and the instruments which evidence and/or secure the Loans as its subject matter.

D The Loans are presently evidenced by respective promissory notes, as follows: note dated June 10, 2013, in the principal amount of \$ 409,572.60 ("Note A") and note dated June 10, 2013, in the principal amount of \$372,948.46 ("Note B") (Note A and Note B are hereinafter collectively referred to as the "Notes").

E. The Loans and the Notes are secured by the following instruments ("Security Instruments"):

- Mortgage dated December 20, 2008, recorded March 16, 2009, as Document No. 0907555120 (the "Sunnyside Mortgage") on the improved non-residential property (within the meaning of the Illinois Mortgage Foreclosure Law) commonly known as 2212 West Sunnyside, Chicago, Illinois (the "Sunnyside Property"). (The legal description and PIN for the Sunnyside property are set forth in Exhibit A);
- Assignment of Rents on the Sunnyside Property dated December 20, 2008, recorded March 16, 2009, as Document No. 0907555121 ("Sunnyside Assignment of Rents");
- Mortgage dated September 20, 2007, recorded October 1, 2007, as Document No. 0727449056 and re-recorded on December 2, 2009, as Document No. 0933635018 (the "Leavitt Mortgage") on the improved residential property (within the meaning of the Illinois Mortgage Foreclosure Law) commonly known as 4514 Leavitt Street, Chicago, Illinois ("Leavitt Property"). (The legal description and PIN for the Leavitt property are set forth in Exhibit A);
- A Modification of the Sunnyside Mortgage dated January 3, 2011, recorded February 25, 2011, as document no. 1105612030, which increased the limit of the amount which the Sunnyside Mortgage secures to \$800,000.00;
- Borrowers' Agreement with Lender relating to the Spring Hill, Florida property, as fully set forth in Paragraph 6 of the Fourth Loan Modification and Extension Agreement dated June 10, 2013, between Lender's predecessor, Diamond Bank, FSB, as Lender, and Borrowers and Trustee.

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(The Security Instruments together with the Notes and all other documents that evidence or secure the Loans are together the "Loan documents.").

F. Pursuant to the terms of the Notes, the maturity date of each Loan is June 10, 2014.

G. The balances due on the Loans were not paid on the maturity date and those balances remain unpaid.

H. Borrowers and Trustee have requested that the maturity date of each Loan be extended to June 10, 2015.

I. Lender is willing to accommodate Borrowers' and Trustee's request for an extension of the maturity dates of the Loans, subject to the conditions and covenants set forth below.

NOW THEREFORE, the parties hereto agree as follows:

1. Each party acknowledges the truth and veracity of the Recitals set forth above.

2. As of the Effective Date, the balance due and owing Lender from Borrowers on the Loans is as follows:

Loan A	\$397,667.37
Loan B	\$365,859.28

3. As of the Effective Date, Loan A shall be evidenced by a renewal promissory note which shall be executed by Borrowers, containing the following terms, amongst others, all of which have been agreed to by the parties to this Agreement:

Note Date:	June 10, 2014
Principal Amount:	\$397,667.37
Term:	12 Months
Maturity Date:	June 10, 2015
Interest Rate:	4.50% Fixed
Amortization:	15 Years
Monthly Payments:	\$3,055.62 (principal & interest)

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4. As of the Effective Date, Loan B shall be evidenced by a renewal promissory note which shall be executed by Borrowers, containing the following terms, amongst others, all of which have been agreed to by the parties to this Agreement:

Note Date:	June 10, 2014
Principal Amount:	\$365,859.28
Term:	12 Months
Maturity Date:	June 10, 2015
Interest Rate:	2.00% Fixed
Monthly Payment:	Interest Only

5. Each renewal note shall also contain such other provisions as are from time to time found in Lender's commercial loan notes to customers of similar creditworthiness as Borrowers and shall be secured by the Security Instruments.

6. The Loan Documents are hereby modified (i) so that the term "Loan Documents" or such similar term as may be used therein shall be deemed to include this Agreement, and (ii) so that each Loan Document is not inconsistent with the provisions of this Agreement.

7. The parties hereby acknowledge and agree that:

- (a) In all respects not expressly modified by this Agreement, all of the terms, covenants, obligations, conditions and rights set forth in the Loan Documents are hereby ratified, reaffirmed and restated and remain in full force and effect.
- (b) All of the representations and warranties made by Borrowers at the time of the making of the Loans, whether or not set forth in the Loan Documents, shall be deemed to be remade by Borrower as of the date hereof with respect to all matters specified herein and with respect to this Agreement fully as if set forth herein, all of which remain true and correct.
- (c) The obligations of the Borrowers to Lender by reason of the Loans and pursuant to the Loan Documents, are not subject to any reduction, limitation, impairment or termination for any reason, including without limitation, any claim or waiver, release, surrender or compromise.
- (d) As of the date hereof, there are no offsets, defenses or counterclaims to the obligations evidenced by the Loan Documents.

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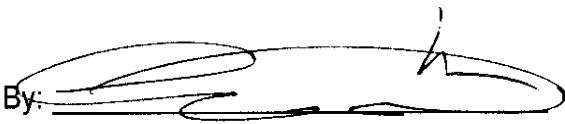
8. The parties to this Agreement agree and acknowledge that nothing contained in this Agreement constitutes a novation of either Note A or Note B.

9. Borrowers shall pay to Lender at the time of Borrowers' execution of this Agreement a loan origination fee in the amount \$500.00 and shall reimburse Lender for Lender's expenses incurred in connection with the Loan modification and extension that is evidenced by this Instrument, such as but not limited to Lender's title charges, appraisal fees, attorney's fees and recording fees.

10. Promptly upon Lender's request whenever made, Borrowers shall provide Lender with up-to-date financial documents/information, including but not limited to: personal financial statements, personal federal and state income tax returns, federal and state corporate tax returns, operating statement for Vertex Properties, LLC, rent rolls and copies of all current leases for all rental properties which secure the Loans.

IN WITNESS WHEREOF, the parties hereto have executed this documents the date above first written.

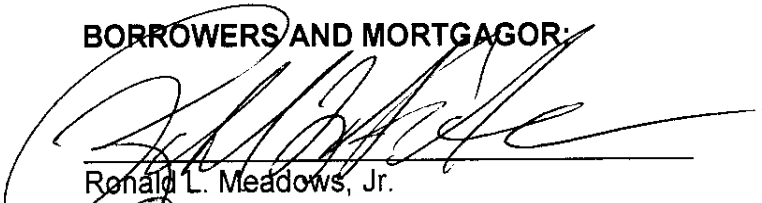
LENDER:
Wintrust Bank

By: 

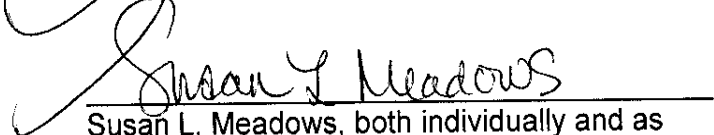
Name: ALEXANDER DUREK

Title: VICE PRESIDENT

BORROWERS AND MORTGAGOR:



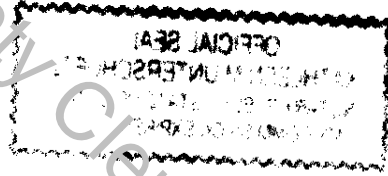
Ronald L. Meadows, Jr.



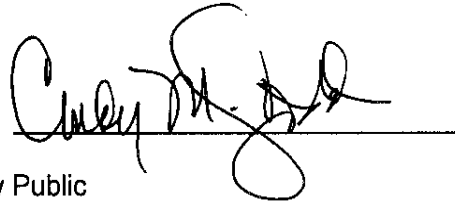
Susan L. Meadows, both individually and as
Trustee of the Susan L. Meadows Trust

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Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

LOT 6 IN DANIEL NASLUND'S ADDITION TO CHICAGO IN SECTION 18, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 14-18-124-041

COMMONLY KNOWN AS: 4514 N. LEAVITT, CHICAGO, ILLINOIS 60625

THAT PART OF LOT 25 IN DANIEL NASLUND'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THAT PART OF LOT 2 AND 3 (EXCEPT THE SOUTH 33 FEET) OF SUPERIOR COURT PARTITION OF LOT 2 IN PARTITION OF THE WEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY LINE OF LINCOLN AVENUE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 25 RUNNING THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 25 A DISTANCE OF 112 FEET AND 4 1/4 INCHES RUNNING THENCE EAST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 25 A DISTANCE OF 41 FEET AND 10 INCHES RUNNING THENCE SOUTH ON A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 25 A DISTANCE OF 5 FEET AND 9 INCHES RUNNING THENCE EAST A DISTANCE OF 27 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF SAID LOT 25 WHICH IS 97 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 25 RUNNING THENCE SOUTH ON THE EAST LINE OF SAID LOT 25 A DISTANCE OF 97 FEET TO THE SOUTHEAST CORNER OF SAID LOT 25 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2212 N. Sunnyside, Chicago, IL 60625. The Real Property tax Identification number is 14-18-124-051-0000.

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EXHIBIT B

LEGAL DESCRIPTION

An undivided one-third interest in Condominium Unit 15, TAMARACK TOWNHOUSES, as shown on the Condominium Map thereof recorded April 2, 1969 in Plat Book 3 at Page 396, as supplemented in the Supplemental Condominium Map recorded December 30, 1969 in Plat Book 4 at Page 68, and as defined and described in the Condominium Declaration for Tamarack Townhouses recorded April 2, 1969 in Book 240 at Page 93 as Reception No. 134693 as supplemented by the Supplemental Condominium Declaration for Tamarack Townhouses recorded December 30, 1969 in Book 245 at Page 490 as Reception No. 138555, County Of Pitkin, State Of Colorado,

together with all its appurtenances (the Property), commonly known as 135 Carriage Way, Unit 15, Snowmass Village, Colorado 81615.

Office of Cook County Clerk's Office