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Doc#: 1602857064 Fee: \$54.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/28/2016 12:59 PM Pg: 1 of 4

Prepared by and upon recording
Please return to:

John C. Polster
Bridgeview Bank Group
4753 North Broadway Avenue
Chicago, IL 60640

FIFTH AMENDMENT TO CONTRACT FOR DEED

This Fifth Amendment to Contract For Deed ("Fifth Amendment") is made as of the 1st day of February, 2015, between **BBG-6131 N. NORTHWEST HIGHWAY/CHICAGO LLC** ("Seller") and **FETTER BUILDING LLC** ("Purchaser").

RECITALS:

A. Seller and Purchaser entered into that certain Contract For Deed dated September 29, 2010, a memorandum of which was recorded with Cook County Recorder of Deeds on March 24, 2011 as Document Number 1108445058, First Amendment to Contract for Deed dated October 1, 2013 which was recorded with Cook County Recorder of Deeds on November 14, 2013 as Document Number 1331834051, Second Amendment to Contract for Deed dated February 1, 2014 which was recorded with Cook County Recorder of Deeds on February 28, 2014 as Document Number 1405944024, Third Amendment to Contract for Deed dated June 1, 2014 which was recorded with Cook County Recorder of Deeds on July 28, 2014 as Document Number 1420955132, Fourth Amendment to Contract for Deed dated October 1, 2014 which was recorded with Cook County Recorder of Deeds on October 30, 2014 as Document Number 1430349040 (collectively, as amended, the "Agreement") wherein Seller agreed to sell and Purchaser agreed to purchase the real estate legally described as follows, to wit:

LOTS 32 AND 33 IN BLOCK 64 IN NORWOOD PARK IN SECTION 6,
TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY ILLINOIS.

Address: 6131 North Northwest Highway, Chicago, Illinois 60631
Parcel Identification Number: 13-06-110-007-0000

B. Seller and Purchaser now desire to extend the payment due date under the Agreement and otherwise modify certain terms of the Agreement as set forth herein.

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AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing, of the covenants, promises and undertakings set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Recitals and Definitions. The foregoing recitals are true, correct, and accurate and are hereby incorporated into this Amendment in their entirety. All capitalized terms not otherwise defined herein or amended hereby shall have the meaning specified in the Agreement.

2. Current Principal Balance. The parties hereby acknowledge and agree that as of February 1, 2015, the outstanding principal balance owed by Purchaser is \$594,081.82.

3. Extension of Payment Due Date. Under the terms of the Agreement as amended by that certain Fourth Amendment to Contract for Deed dated as of October 1, 2014 and recorded as document number 1430349040 ("Fourth Amendment"), in order to finalize the purchase of the Property, Purchaser was required to pay to Seller all remaining outstanding principal and interest on or before February 1, 2015 (the "Final Payment Date"). Seller and Purchaser hereby acknowledge and agree that the Final Payment Date shall be extended to August 1, 2015. The payment price is amended to reflect changes to the definition of the "Purchase Price and Terms" that appears on the top of Page 2 of the Agreement, and is hereby deleted in its entirety and replaced with the following:

"The Purchase Price of the Property shall be Seven Hundred and Fifty-Five Thousand Dollars (\$755,000.00) (the "Purchase Price"). The Purchaser does hereby agree to pay to the order of the Seller the sum of Seventy Five Thousand Five Hundred Dollars (\$75,500.00) upon Purchaser's and Seller's acceptance and execution of this Agreement, with the balance of Six Hundred Seventy-Nine Thousand Five Hundred Dollars (\$679,500.00) being due and payable, together with interest on the whole sum that shall be from time to time unpaid at the rate of Five percent (5%) per annum, on a 30/360 day basis, payable in the amount of Four Thousand Four Hundred Eighty-Five Dollars (\$4,485.00) per month beginning on the 1st day of November, 2010 and continuing on the same day of each month thereafter until the 1st day of August, 2015, when all remaining principal interest and other charges shall be paid. The "Purchase Price" in the Agreement and the payment thereof shall mean all principal, interest, and other amounts and costs payable under the Agreement, together with all renewals of, extensions of, modifications of, consolidations of, and substitutions for the Agreement and any amounts expended or advanced by the Seller to enforce Seller's obligations under the Agreement."

4. Miscellaneous. In case of any conflict between this Fifth Amendment and the Agreement, the terms of this Fifth Amendment shall control. Except as expressly amended hereby, the Agreement shall remain unmodified and in full force and effect.

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PURCHASER:

FETTER BUILDING LLC

By: _____

Name: Fred L. Shaw

Its: Manager

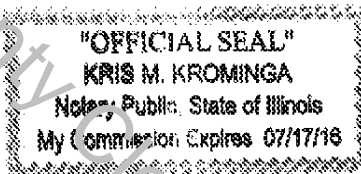
State of Illinois)
) ss.
County of Cook)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Fred L. Shaw, and executed this Agreement as the authorized representative of **Fetter Building LLC**, known to me to be the person whose name is subscribed to the foregoing agreement, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of March, 2015.

Kris M. Krominga
Notary Public

My Commission Expires: 7-17-16



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This Fifth Amendment may be executed in counterparts and may be executed by facsimile or electronic transmission of signatures by the parties and such facsimile or electronic signatures shall be valid and binding for all purposes. The terms, covenants and provisions of the Agreement, as amended by this Fifth Amendment, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Seller and Purchaser.

IN WITNESS WHEREOF, SELLER AND PURCHASER HAVE CAUSED THIS AMENDMENT TO BE DULY EXECUTED ON THE DATE FIRST WRITTEN HEREINABOVE.

SELLER:

BBG-6131 N. NORTHWEST HIGHWAY/CHICAGO LLC

By: [Signature]
 Name: **Ross A. Berman**
 Its: Manager

By: [Signature]
 Name: Joshua G. Palmer
 Its: Manager

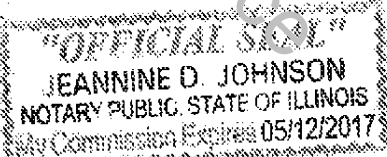
Property of Cook County Clerk's Office

State of Illinois)
) ss.
 County of Cook)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Ross A. Berman and Joshua Palmer, and executed this Agreement as the managers and authorized representatives of **BBG-6131 N. Northwest Highway/Chicago LLC**, known to me to be the people whose names are subscribed to the foregoing agreement, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of March, 2015.

[Signature]
 Notary Public



[PURCHASER'S SIGNATURE PAGE FOLLOWS]