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Doc#: 1611245005 Fee: \$46.25 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 04/21/2016 08:08 AM Pg: 1 of 4

#### Prepared By:

First State Bank of Illinois 9000 N. Knoxville Avenue Peoria, IL 61615

After Recording Return to:

First State Bank of Illinois 9000 N. Kroxville Avenue Peoria, Illinois 61615

### THIRD AMENDMENT TO MORTGAGE

This Third Amendment to Mortgage (the "Third Amendment") is made as of March 16, 2016, by and between Gene is 1, LLC ("Mortgagor") and FIRST STATE BANK OF ILLINOIS, an Illinois banking association ("Mortgagee").

### PRELIMINARY STATEMEN'S

- (1) Original Mortgage. Mortgagor granted to the Mortgagee on certain property pursuant to a Mortgage dated as of August 28, 2019, and recorded on September 10, 2009 as Document 0925305038 with the Cook County Recorder's Office, Cook County, Illinois (the "Mortgage"). Capitalized terms used and not otherwise defined in this Third Amendment shall have the meanings given to them in the Mortgage.
- (2) <u>Indebtedness</u>. The Mortgagor and Mortgagee desire to amend the Mortgage to change the amount of indebtedness secured by the Mortgage.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and the Lender hereby agree as follows:

- 1. <u>Amendment to Mortgage</u>. The Promissory Note dated September 21, 2612 in the original principal amount of \$659,900.00 has been modified to extend the Maturity Date to May 10, 2016 with monthly principal and interest payments of \$4,315.00 due the 10<sup>th</sup> of each month until Maturity.
- 2. <u>No Claims; Liens Unimpaired</u>. Mortgagor acknowledges that there are no existing claims, defenses or rights of set-off or recoupment whatsoever with respect to the Mortgage, Credit Agreement or any of the other loan documents to which it is a party. Mortgagor agrees that this Third Amendment in no way acts as a release or relinquishment of any liens in favor of the Lender securing payment of any of the Obligations.

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3. <u>Reaffirmation</u>. Except as amended hereby, the Mortgage shall remain in full force and effect without change and be binding on Mortgagor in accordance with its terms. Mortgagor hereby ratifies and reaffirms as of the date hereof all of the agreements, covenants, terms, and conditions, as amended hereby, of the Mortgage.

IN WITNESS WHEREOF, the parties have executed and delivered this Third Amendment as of the date first above written.

MORTGAGOR:
Genesis 1, LLC
ву:
Chad E. Cutsh all Manager of Genesis 1, LLC
Pro February
By: Ronald A. Plonis, Manager of Genesis 1, LLC
STATE OF IL )
COUNTY OF Will ) ss:
On this 10 day of March, 2016, before the undersigned, a Notary Public
nersonally anneared TON PLOUIS and CHOS CUTSHALL, to me
known to be the individuals described in and who executed the Third Amendment to Mortgage,
and acknowledged that they signed the instrument as their free and voluntary act and deed, for
the uses and purposes therein mentioned.
Notary Public ()
My commission expires: 15 15 15 15 15 15 15 15 15 15 15 15 15
MORTGAGEE:

First State Bank of Illipions

SVA, Portfolio Managar

Print Name and Title

KIMBERLY WILSON
OFFICIAL SEAL
Notory Public, State of Illinois
ATY Commission Expires
October 15, 2019

### **UNOFFICIAL COPY**

STATE OF ILLIADIS ) SS.
COUNTY OF IREWELL)

I, the undersigned, a Notary Public in and for said County and in the State aforesaid, DO HEREBY CERTIFY that April Parker personally known to me to be Senior Vice President of First State Dank of Illinois, and known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Senior Vice President, she signed and delivered the said instrument as her free and voluntary act and is the free and voluntary act and deed of said Mortgagee, for the uses and purposes therein sectors.

GIVEN under my hand and official seal this day of March, 2016.

Notary Public

OFFICIAL SEAL\*
Joy D. Forner
Notary Public, State of Minols
Tazewell County
Commission Expires August 9, 2016

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#### Attachment Legal Description

LOT 10 IN BLOCK 94 IN VILLAGE OF PARK FOREST AREA NO. 4, BEING A SUBDIVISION OF PART OF THE EAST  $\frac{1}{2}$  OF SECTION 35 AND THE WEST  $\frac{1}{2}$  OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 31-35-212-043-0000

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Enown As; 2

Column Clarks Office Commonly Known As: 339 Sauk Trail, Park Forrest, IL 60466