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Doc# 1627134008 Fee \$44.00 RHSP Fee:\$9.00RPRF Fee \$1.00 Karen A.Yarbrough

Cook County Recorder of Deeds Date: 09/27/2016 09:51 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. Y. oxville Avenue Peoria, Illinois 61615

FIFTH AMENDMENT TO MORTGAGE

This Fifth Amendment to Mortgage (the "Fifth Amendment") is made as of August 21, 2016, by and between Geresis 1, LLC ("Mortgagor") and FIRST STATE BANK OF ILLINOIS, an Illinois banking sesociation ("Mortgagee").

PRELIMINARY STATEMENTS:

- (1) Original Mortgage. Mortgager granted to the Mortgagee on certain property pursuant to a Mortgage dated as of August 28, 2009, 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 other wisc defined in this Fifth Amendment shall have the meanings given to them in the Mortgage.
- (2) <u>Indebtedness</u>. The Mortgagor and Mortgagee des re 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, 2012 in the original principal amount of \$659,900.00 has been modified to extend the Maturity Pate to November 10, 2016 with monthly principal and interest payments of \$4,315.00 due the 10th 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 Fifth 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 Fifth Amendment as of the date first above written.

MORTGAGOR:
Genesis LLC
ву:
Chad E. Cutshail, Manager of Genesis 1, LLC
By:
Ronald A. Plonis, Manager c. Genesis 1, LLC
STATE OF IL.
COUNTY OF Will) ss:
On this Jah day of August, 2016, before the undersigned, a Notary Public personally appeared Mule E. William and William A. Plonis, to me known to be the individuals described in and who executed the Fifth 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: October 15th 2019 KIMBERT VILSON OFFICIAL CEAL NOTORY Public, Story of Illinois
MORTGAGEE: My Commission Expires October 15, 2019
By: At At A COX
Print Name and Title

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STATE OF _	Illinois)
COUNTY OF	Peoria) SS.

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 Lark 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 at the free and voluntary act and deed of said Mortgagee, for the uses and purposes therein set to the

GIVEN under my hard and official seal this $2q^{+}$ day of August, 2016.

SCOTT DAVIS "OFFICIAL SEAL" My Commission Expires October 7, 2019 Notary Public

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Attachment Legal Description

LOT 226 IN HOEKSTRA'S SECOND ADDITION TO DUTCH VALLEY, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 29-22-203-028-0000

Commonly Known As: 16420 Evans Avenue, South Holland, IL 60473

Proberty or Cook County Clark's Office