

# UNOFFICIAL COPY



1627134009

**Prepared By:**

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

Doc# 1627134009 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

**After Recording Return to:**

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

## FIFTH AMENDMENT TO MORTGAGE

This Fifth Amendment to Mortgage (the "Fifth Amendment") is made as of August 29, 2016, by and between **Genesis 1, LLC** ("Mortgagor") and **FIRST STATE BANK OF ILLINOIS**, an Illinois banking association ("Mortgagee").

### PRELIMINARY STATEMENTS:

(1) Original Mortgage. Mortgagor granted to the Mortgagee on certain property pursuant to a Mortgage dated as of July 30, 2009, and recorded on August 13, 2009 as Document 0922540066 with the Cook County Recorder's Office, Cook County, Illinois (the "Mortgage"). Capitalized terms used and not otherwise defined in this Fifth Amendment shall have the meanings given to them in the Mortgage.

(2) Indebtedness. 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. Amendment to Mortgage. The Promissory Note dated September 21, 2012 in the original principal amount of \$659,900.00 has been modified to extend the Maturity Date to November 10, 2016 with monthly principal and interest payments of \$4,315.00 due the 10<sup>th</sup> of each month until Maturity.

2. No Claims; Liens Unimpaired. 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. Reaffirmation. 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 1, LLC**

By: [Signature]  
Chad E. Cutshall, Manager of Genesis 1, LLC

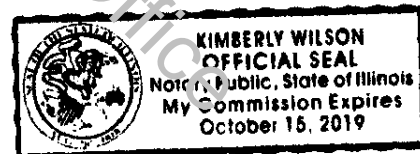
By: [Signature]  
Ronald A. Plonis, Manager of Genesis 1, LLC

STATE OF IL )  
COUNTY OF Will ) ss:

On this 20th day of August, 2016, before me, the undersigned, a Notary Public personally appeared Chad E. Cutshall and Ronald 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.

[Signature]  
Notary Public

My commission expires: October 15th 2019

**MORTGAGEE:**

First State Bank of Illinois

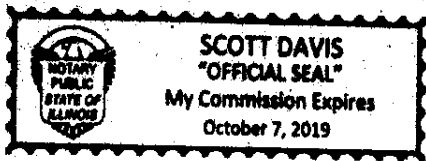
By: [Signature]  
April Parker, SVP  
Print Name and Title

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STATE OF Illinois )  
 ) SS.  
 COUNTY OF Deoria )

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 Bank 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 as the free and voluntary act and deed of said Mortgagee, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 24<sup>th</sup> day of August, 2016.



[Signature]  
 Notary Public

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Attachment  
Legal Description

LOT 13 IN BLOCK 37 IN VILLAGE OF PARK FOREST AREA NUMBER 3, BEING A SUBDIVISION OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED IN RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, OCTOBER 31, 1950 AS DOCUMENT 14940342, IN COOK COUNTY, ILLINOIS.

PIN: 31-36-304-031-0000

Commonly Known As: 330 Nokomis Street, Park Forrest, IL 60466