

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

First Bank & Trust  
820 Church Street  
Evanston, IL 60201



Doc#: 1003308165 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/02/2010 12:43 PM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

First Bank & Trust  
820 Church Street  
Evanston, IL 60201

**SEND TAX NOTICES TO:**

The Stephens Family Limited  
Partnership  
1630 Sheridan Pk., Apt 11  
Wilmette, IL 60091

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

**CTIC-HE**

*R1200766*

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated December 7, 2009, is made and executed between The Stephens Family Limited Partnership (referred to below as "Grantor") and First Bank & Trust, whose address is 820 Church Street, Evanston, IL 60201 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated December 9, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded 07/10/2003 as a document #0319142343 at Cook County Recorder of Deeds, State of Illinois. .

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in Cook County, State of Illinois:

THE NORTH 50 FEET OF LOT 2 IN GAFFIELD'S SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE MAP OF SAID SUBDIVISION RECORDED IN BOOK 27 OF PLATS, PAGE 21, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2146 Sherman Ave, Evanston, IL 60201. The Real Property tax identification number is 11-07-120-018-0000.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

**Extend the maturity date to 12/01/2014.**

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released

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## MODIFICATION OF MORTGAGE

Loan No: 2308

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by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 1, 2009.**

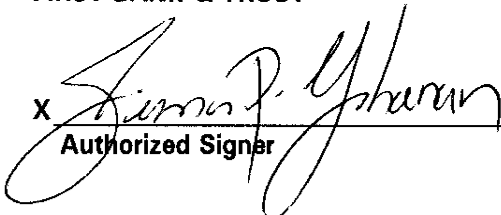
**GRANTOR:**

**THE STEPHENS FAMILY LIMITED PARTNERSHIP**

By:   
James Stephens, General Partner of The Stephens Family Limited Partnership

**LENDER:**

**FIRST BANK & TRUST**

X   
Authorized Signer

Property Of Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE

Loan No: 2308

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### PARTNERSHIP ACKNOWLEDGMENT

STATE OF Florida )  
 )  
 ) SS  
 COUNTY OF Palm Beach )

On this 30th day of November, 2009 before me, the undersigned Notary Public, personally appeared **James Stephens, General Partner of The Stephens Family Limited Partnership**, and known to me to be a partner or designated agent of the partnership that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the partnership.

By Patricia I. Bell Residing at Boca Raton, Florida

Notary Public in and for the State of Florida

My commission expires 6/17/12



COUNTY CLERK'S OFFICE  
 PALM BEACH COUNTY

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 2308

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### LENDER ACKNOWLEDGMENT

STATE OF Florida )  
 )  
 ) SS  
 COUNTY OF Palm Beach )

On this 30th day of November, 2009 before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_, authorized agent for **First Bank & Trust** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **First Bank & Trust**, duly authorized by **First Bank & Trust** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **First Bank & Trust**.

By Patricia J. Bell Residing at Boca Raton FL

Notary Public in and for the State of Florida

My commission expires 6/17/12

