



1003308170

RECORDATION REQUESTED BY:

First Bank & Trust
820 Church Street
Evanston, IL 60201

Doc#: 1003308170 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/02/2010 12:45 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

R 2009 10 5 V

This Modification of Mortgage prepared by:

CTIC-HE

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 1, 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 August 12, 1996 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded 08/19/1996 as a document #96623302 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 EAST HALF OF LOT 14 AND ALL OF LOT 15 IN THE DEPOT PLACE SUBDIVISION OF BLOCK 13 IN THE ORIGINAL TOWN OF WINNETKA, BEING CHARLES E. PECK'S SUBDIVISION IN THE NORTH EAST QUARTER OF SECTION 20 AND THE NORTH FRACTIONAL HALF OF FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 538-550 Chestnut, Winnetka, IL 60092. The Real Property tax identification number is 05-20-207-014.

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

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MODIFICATION OF MORTGAGE

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released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released 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:

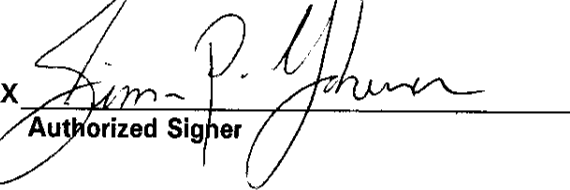
THE STEPHENS FAMILY LIMITED PARTNERSHIP

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

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PARTNERSHIP ACKNOWLEDGMENT

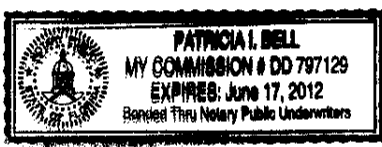
STATE OF Florida)
)
 COUNTY OF Palm Beach) SS
)

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



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(Continued)

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LENDER ACKNOWLEDGMENT

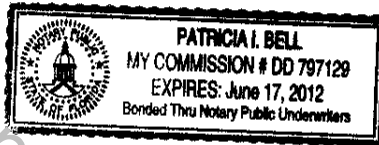
STATE OF Florida)
) SS
 COUNTY OF Palm Beach)

On this 30th day of November, 2009 before me, the undersigned Notary Public, personally appeared James Stephens 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 D. Bell Residing at Boca Raton Florida

Notary Public in and for the State of Florida

My commission expires 6/17/12



Clerk's Office
 of
 County