

RECORDATION REQUESTED BY:

First Bank & Trust
820 Church Street
Evanston, IL 60201

WHEN RECORDED MAIL TO:

First Bank & Trust
820 Church Street
Evanston, IL 60201

SEND TAX NOTICES TO:

Stephens' Family Limited
Partnership, L.P.
833 Elm Street, #205
Winnetka, IL 60093

FOR RECORDER'S USE ONLY

101835631

This Modification of Mortgage prepared by:

Yohanan/Bailey
First Bank & Trust
820 Church Street
Evanston, IL 60201

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 1, 2015 is made and executed between Stephens' Family Limited Partnership, L.P. (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 April 1, 2014 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded June 23, 2014 as Document Number 1417408247 and Assignment of Rents dated April 1, 2014 recorded June 23, 2014 as Document Number 1417448050 with Cook County Recorder of Deeds.

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 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 1/2 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 Street, Winnetka, IL 60093. The Real Property tax identification number is 05-20-207-014-0000.

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

The paragraph entitled "Note" in the Mortgage is hereby deleted and replaced with the following:

NOTE. The word "Note" means the promissory note dated April 1, 2014, in the original principal amount of \$1,636,902.88 and Change In Terms Agreement dated July 1, 2015 in the amount of \$1,576,744.53 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 4.250% based on a year of 360 days. Payments on the Note are to be made in accordance with the

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE**

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following payment schedule: in 44 regular payments of \$10,231.47 each and one irregular last payment estimated at \$1,364,522.16. Grantor's first payment is due August 1, 2015, and all subsequent payments are due on the same day of each month after that. Grantor's final payment will be due on April 1, 2019, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest.

All other terms and conditions not specifically amended herein, remain unchanged and in full effect.

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 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 JULY 1, 2015.

GRANTOR:

STEPHENS' FAMILY LIMITED PARTNERSHIP, L.P.

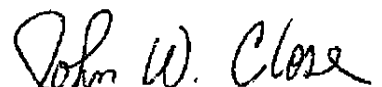
STEPHENS' GENERAL MANAGEMENT, INC., General Partner of Stephens' Family Limited Partnership, L.P.

By:


 Todd S. Stephens, President of Stephens' General Management, Inc.

LENDER:

FIRST BANK & TRUST

x 
 Authorized Signer

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PARTNERSHIP ACKNOWLEDGMENT

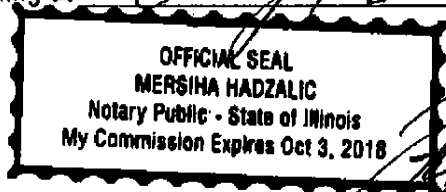
STATE OF Illinois)
)
 COUNTY OF Cook) SS
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On this 1st day of July, 2015 before me, the undersigned Notary Public, personally appeared Todd J. Stephens, President of Stephens' General Management, Inc., General Partner of Stephens' Family Limited Partnership, L.P., 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 Mersiha Hadzalic Residing at Chicago, Ill.

Notary Public in and for the State of IL Cook

My commission expires 10/3/2018



[Handwritten Signature]

[Watermark: Cook County Clerk's Office]

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LENDER ACKNOWLEDGMENT

STATE OF Illinois

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COUNTY OF Cook

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On this 18th day of July, 2015 before me, the undersigned Notary Public, personally appeared John Close and known to me to be the VP, 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 Mersiha Hadzalic Residing at Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 10/3/2018



Cook County Clerk's Office