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Doc#: 1705247130 Fee: \$54.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/21/2017 11:08 AM Pg: 1 of 4

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.
708 Church Street, #211
Evanston, IL 60201

FOR RECORDER'S USE ONLY

REF 127638959

This Modification of Mortgage prepared by:

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

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 1, 2017, 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 1417408216 and Assignment of Rents dated April 1, 2014 recorded June 23, 2014 as Document Number 1417408220 and Modification of Mortgage dated July 1, 2015 recorded July 6, 2015 as Document Number 1518757558 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 NORTH 50 FEET OF LOT 2 IN GARFIELD'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 Avenue, 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:

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

NOTE. The word "Note" means the promissory note dated January 1, 2017, in the original principal amount of \$405,360.09 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 following payment schedule: 53 monthly consecutive principal and interest payments

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MODIFICATION OF MORTGAGE

Loan No: 626406-9003

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of \$2,701.11 each, beginning February 1, 2017, with interest calculated on the unpaid principal balances at an interest rate of 4.250% based on a year of 360 days; and one principal and interest payment of \$334,741.81 on July 21, 2021, with interest calculated in the unpaid principal balances at an interest rate of 4.250% based on a year of 360 days. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under the Note.

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

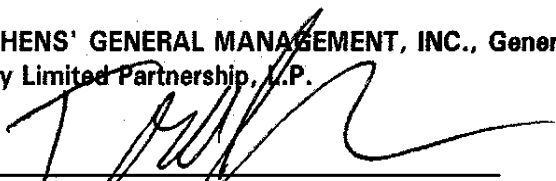
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 endorser 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 JANUARY 1, 2017.

GRANTOR:

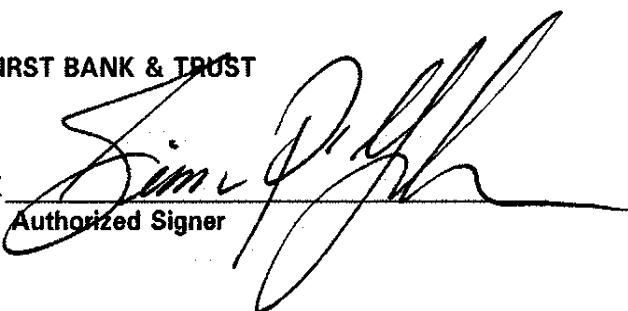
STEPHENS' FAMILY LIMITED PARTNERSHIP, L.P.

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

By: 
Todd J. Stephens, President of Stephens' General Management, Inc.

LENDER:

FIRST BANK & TRUST

X 
Authorized Signer

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MODIFICATION OF MORTGAGE

Loan No: 626406-9003

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PARTNERSHIP ACKNOWLEDGMENT

STATE OF IL
 COUNTY OF Cook



On this 27th day of January, 2017 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 *Todd J. Stephens* Residing at Chicago

Notary Public in and for the State of IL

My commission expires 12/28/19

OFFICE OF COOK COUNTY CLERK'S OFFICE

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MODIFICATION OF MORTGAGE

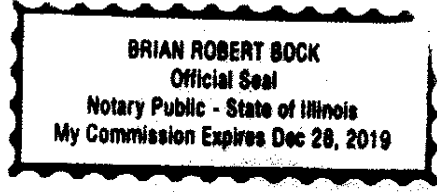
Loan No: 626406-9003

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LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
 COUNTY OF East)



On this 27th day of January, 2017 before me, the undersigned Notary Public, personally appeared Simon Pychangan and known to me to be the Managing Director, 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 Brian Robert Bock Residing at Chicago

Notary Public in and for the State of IL

My commission expires 12/28/19

Notary Public for Cook County Clerk's Office