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### **RECORDATION REQUESTED BY:**

RBS CITIZENS, N.A. 1 Citizens Dr Riverside, RI 02915

#### WHEN RECORDED MAIL TO:

RBS CITIZENS, N.A Attn: Servicing Dept. 443 Jefferson Boulevard JBW 212 Warwick, Ki 02886

#### THIS INSTRUMENT PREPARED BY:

RBS CITIZENS, NA 443 Jefferson Boulevara Warwick, RI 02886



0801508373 Fee: \$32.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 01/15/2008 02:45 PM Pg: 1 of 5

4507401614

### FIRST AMENDMENT TO MORTGAGE

This First Amendment to Mortgage (this "Amendment") is made as of December 28, 2007 by and between Norman Lapinski of Country Club, IL (the "Grantors") and RBS Citizens, N.A., f/k/a Citizens Bank, N.A., s/b/m to Charter One Bank a national banking association, 833 Broadway, Albany, New York 12207 (the "Lender").

### Background

- The Grantors granted to the Lender a Mortgage dated December 7, 2005 and recorded January 9, 2006 as Document No. 0600940124 in the Office of the Cook County Recorder of Deeds (the "Mortgage") creating a mortgage on certain land and premises described in EXHIBIT A attached hereto and made a part hereof and commonly known as 4630 West 185 Place; Country Club, IL (the "Property").
- The Mortgage secures the obligations of the Grantors under a Home Equity Credit Line dated December 7, 2005 evidencing an open ended line of credit from Lender to the Grantors in an amount not to exceed Twenty Five Thousand Dollars (\$25,000.00) (the "Agreement").
- The Lender and Grantors have agreed that the amount of credit secured by the C. Mortgage shall be reduced from \$25,000.00 to \$21,000.00 upon the terms and subject to the conditions of this Amendment.

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D. The Grantor and the Lender desire to clarify and confirm that the Mortgage secures the obligations evidenced by the Agreement up to a maximum amount of \$21,000.00.

### NOW, THEREFORE,

In consideration of the premises and the mutual covenants and agreements herein set forth, and in reliance on the representations and warranties contained herein, the parties hereby agree as follows:

- Section 1. <u>References</u>; <u>Defined Terms</u>. All capitalized terms used herein and defined in the foregoing Recitals shall have the meanings given to such terms in the foregoing Recitals. All capitalized terms used but not defined herein shall have the meanings given to such terms in the Mortgage.
- Section 2. Mc.tr.age to secure amount of credit up to \$21,000.00. The Mortgage is hereby amended from securing the payment of all sums due under the Agreement between the Lender and the Grantors dated December 7, 2005, to solely securing the payment of all sums due under the Agreement, up to a maximum amount of \$21,000.00, plus interest, collection costs, attorney fees, and other amount due under the Agreement.
- Section 3. <u>No Other Changes</u>. Except as modified by this Amendment, the terms of the Mortgage shall remain in full force and effect as modified by this Amendment, and the Mortgage shall continue to encumber the Property.
- Section 4. <u>Acceptance by Lender and Grantors</u>. By their execution of this Amendment, the Lender and the Grantors accept and approve this First Amendment to Mortgage.

IN WITNESS WHEREOF, the Grantors have executed creaused this Amendment to be executed effective as of the 14 of 100, 200 1.

**GRANTORS** 

Norman Lapinski

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STATE OF ILLINOIS )
COUNTY OF (M) ) ss.
I WYLLY DILLY (Title), certify that Norman Lapinski personally known to me to be the same person whose name is (or are) subscribed to the foregoing instrument, appeared before me this day of Dec., 200 I in person, and acknowledged that he (she or they) signed and delivered the instrument as his (her or their) free and voluntary act, for the uses and purposes therein set forth.  Before me:  Notary Public  Norman Lapinski personally known to me to be the same person whose name is (or are) subscribed to the foregoing instrument, appeared before me this day of Dec., 200 I in person, and acknowledged that he (she or they) signed and delivered the instrument as his (her or their) free and voluntary act, for the uses and purposes therein set forth.  Notary Public  NOREEN T. DI'LLON  NOTARY PUBLIC, STATE OF "LINCIS  MY COMMISSION EXPIRES 5/22/2011
Of County Clerk's Office

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# **UNOFFICIAL COPY**

Common Address: 4630 West 185 Place; Country Club, IL 60478

Permanent Parcel Number 31-03-104-014-0000

LOT 202 IN J.E. MERRION'S COUNTRY CLUB HILLS SECOND ADDITION, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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### ACCEPTANCE BY LENDER

By its signature below, the Lender accepts, acknowledges and agrees to the First Amendment to Mortgage as set forth in the First Amendment to Mortgage to which this is attached.

IN WITNESS WHEREOF, the Lender has executed or caused this Agreement to be executed this 28th day of December, 2007.

**LENDER** 

RBS Citizens, N.A.

By:

Its: Bank Officer and **Duly Authorized Agent** 

2000 COOF STATE OF RHODE ISLAND)

) ss.

COUNTY OF KENT

At Warwick, in said County, on this 28th day of December, 2007, personally appeared Adam Roy, a duly authorized agent of RBS Citizens, N.A. and s/he acknowledged this instrument, by him/her subscribed, to be his/her free act and deed and the free act and deed of RBS Citizens, N.A.

Robert J Rose, Notary Public

My Commission Expires: 8/20/2011