



Doc#: 0911141043 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/21/2009 10:27 AM Pg: 1 of 6

RECORDATION REQUESTED BY:

RBS CITIZENS, N.A.
One Citizens Drive
Riverside, RI 02915

WHEN RECORDED MAIL TO:

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

THIS INSTRUMENT PREPARED BY:

RBS CITIZENS, N.A.
443 Jefferson Boulevard
Warwick, RI 02886

FIRST AMERICAN TITLE

ORDER # 1900101

FIRST AMENDMENT TO MORTGAGE

This First Amendment to Mortgage (this "Amendment") is made as of 16th, of March, 2009 by and between Sang Shin of Wheeling, Illinois (the "Grantors") and RBS Citizens, N.A., a national banking association, One Citizens Drive, Riverside RI 02915 (the "Lender").

Background

A. The Grantors granted to the Lender a Mortgage dated September 1, 2005 and recorded September 22, 2005 as Document No. 0526512077 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 445 Prestwick Lane, Wheeling, Illinois (the "Property").

B. The Mortgage secures the obligations of the Grantors under a MORTGAGE AGREEMENT dated September 1, 2005 evidencing an open ended line of credit from Lender to the Grantors in an amount not to exceed One Hundred Fifty Thousand (\$150,000.00) (the "Agreement") and later amended to \$100,000.00 on January 13, 2009.

C. The Lender and Grantors have agreed that the amount of credit secured by the Mortgage shall be reduced from \$150,000.00 to 100,000.00 upon the terms and subject to the conditions of this Amendment.

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JBW

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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 \$100,000.00.

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. References; Defined Terms. 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. Mortgage to secure amount of credit up to \$100,000.00. The Mortgage is hereby amended from securing the payment of all sums due under the Agreement between the Lender and the Grantors dated September 1, 2005, to solely securing the payment of all sums due under the Agreement, up to a maximum amount of \$100,000.00, plus interest, collection costs, attorney fees, and other amount due under the Agreement.

Section 3. No Other Changes. 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. Acceptance by Lender and Grantors. 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 or caused this Amendment to be executed effective as of the ___ of _____, 20__.

GRANTORS


Sang Shin

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STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

I Heather Hughes, closer, certify that Sang Shin personally known to me to be the same person whose name is (or are) subscribed to the foregoing instrument, appeared before me this day 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: Heather Hughes
Notary Public
My commission expires:

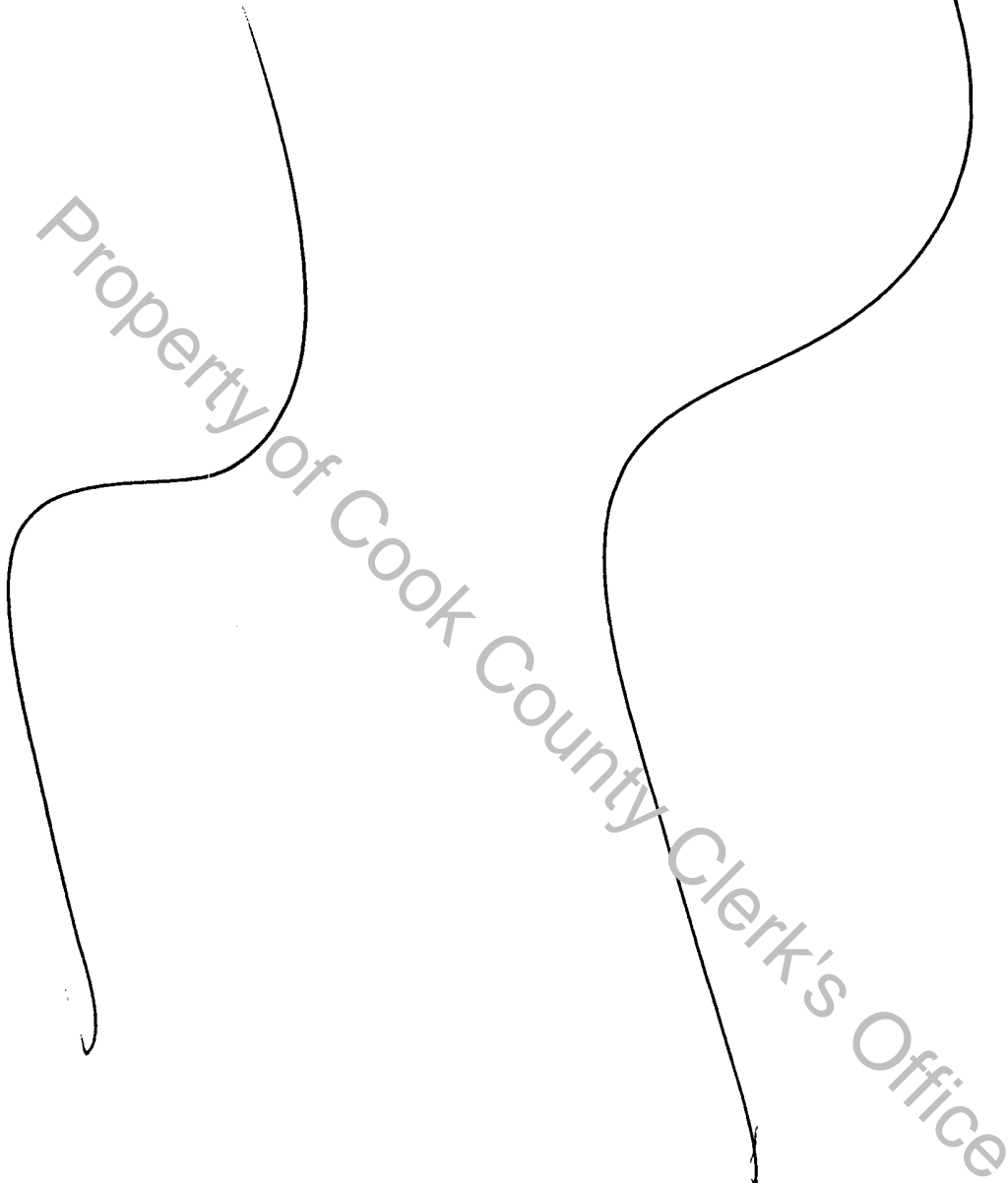


Property of Cook County Clerk's Office

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EXHIBIT A

Insert Legal Description



Property of Cook County Clerk's Office

Common Address: 445 Prestwick Lane, Illinois,

Permanent Parcel Number: _____

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EXHIBIT A

LEGAL DESCRIPTION

Legal Description: That part of Non-Easement Area 18 of Astor Place, being a subdivision of part of the Southwest 1/4 of Section 12, Township 42 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded June 7, 2002 as document number 0020637731, in Cook County, Illinois, described as follows: Commencing at a Northeasterly corner of Lot 1 in said Astor Place; thence North 89 degrees 04 minutes 20 seconds West, along a Northerly line of said Lot, 14.18 feet to a line drawn at a right angle to said Northerly line from the Northeasterly corner of said Non-Easement Area 18; thence South 00 degrees 55 minutes 40 seconds West, at a right angle to said Northerly line, 34.72 feet to the Northeasterly corner of said Non-Easement Area 18; thence South 31 degrees 28 minutes 37 seconds East, along the Easterly line of said Non-Easement Area 18, 50.50 feet for a point of beginning; thence continuing South 31 degrees 28 minutes 37 seconds East, along said Easterly line, 21.00 feet; thence South 58 degrees 31 minutes 23 seconds West, at a right angle to said Easterly line, 63.00 feet to the Westerly line of said Non-Easement Area 18; thence North 31 degrees 23 minutes East, at a right angle to said Westerly line, 63.00 feet to the point of beginning, all in Cook County, Illinois, and containing 1323 square feet.

Parcel 2:

Easement for the benefit of Parcel 1 over common areas as set forth in the declaration document number 0030130151 recorded January 28, 2003, in Cook County, Illinois.

Permanent Index #'s: 03-12-305-100 Vol No 232

Property Address: 445 Prestwick Ln, Wheeling, Illinois 60090

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ACCEPTANCE BY LENDER

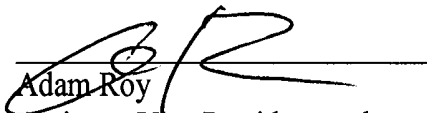
By its signature below, the Lender accepts, acknowledges and agrees to the First Amendment to Mortgage as set forth in the First Amendment to Mortgage to which this is attached.

IN WITNESS WHEREOF, the Lender has executed or caused this Agreement to be executed this 16th day of March, 2009.

LENDER

RBS CITIZENS, N.A.

By:


Adam Roy

Its:

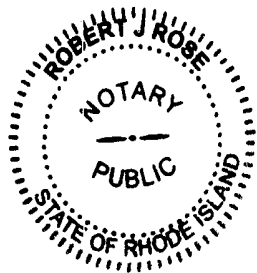
Assistant Vice President and
Duly Authorized Agent

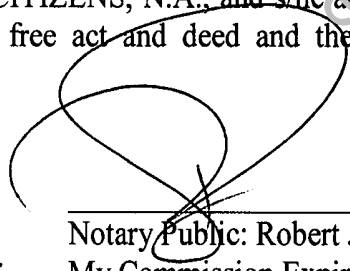
STATE OF RHODE ISLAND)

) ss.

COUNTY OF KENT)

At Warwick, in said County, on this 16th day of March, 2009, 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.




Notary Public: Robert J Rose
My Commission Expires: 10/28/2010

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