UNOFFICIAL COPY

RECORDATION REQUESTED BY:

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

RECORD AND RETURN
TITLESERV, INC
ATTN. RECORDING DEPARTMENT
88 FROELICH FARM BLVD.
WOODBURY, NY 11797

THIS INSTRUMENT PREPARED BY:

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

P. I. N.



Doc#: 1103939062 Fee: \$44.00 Eugene *Gene* Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 02/08/2011 10:59 AM Pg: 1 of 5

2600337

FIRST AMENDMENT TO MORTGAGE

This First Amendment to Mortgage (this "Amendment") is made as of 9th, of December, 2009 by and between and Sharon L Groleau A/K/A Sharon Groleau and Kenneth Johnson of Park Ridge, 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 January 8, 2005 and recorded January 31, 2005 as Document No. 0503139060 in the Office of the Cook County Recorder of Deeds (the "Mortgage") creating a mortgage on certain land and promises described in EXHIBIT A attached hereto and made a part hereof and commonly known as 815 Goodwin Drivwe, Park Ridge, Illinois (the "Property").
- B. The Mortgage secures the obligations of the Grantors under a MORTGAGE AGREEMENT dated January 8, 2005 evidencing an open ended line of credit from Lender to the Grantors in an amount not to exceed Two Hundred Thousand (\$200,000.00) (the "Agreement").
- C. The Lender and Grantors have agreed that the amount of credit secured by the Mortgage shall be reduced from \$200,000.00 to 191,000.00 upon the terms and subject to the conditions of this Amendment.

Illinois

1103939062 Page: 2 of 5

UNOFFICIAL COPY

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 \$191,000.00.

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 Pacitals 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. Moregage to secure amount of credit up to \$191,000.00. The Mortgage is hereby amended from securing the payment of all sums due under the Agreement between the Lender and the Grantors dated January 8, 2005, to solely securing the payment of all sums due under the Agreement, up to a maximum amount of \$191,000.00, 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. <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 or caused this Amendment to be executed effective as of the $\frac{1}{2}$ of $\frac{1}{2}$.

GRANTORS

Sharon L Groleau A/K/A Sharon Groleau

Kenneth Johnson

1103939062 Page: 3 of 5

UNOFFICIAL COPY

STATE OF ILLINOIS)) ss.
COUNTY OF Cook)

Sharon Groleau and Kenneth Johnson 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:

Notary Public

My commission expires:

DENISE B. RONSTADT
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission, Expires
September 01, 2011

1103939062 Page: 4 of 5

UNOFFICIAL COPY

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 9th day of December, 2009.

LENDER

RBS CITIZENS, N.A.

Bv:

Its:

Bank Officer and

Duly Authorized Agent

STATE OF RHODE ISLAND

) ss.

COUNTY OF KENT)

At Warwick, in said County, on this 9th day of December, 2009, personally appeared Daiva Ziukiene, 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: Yronelis Salas

2010 My Commission Expires: May

1103939062 Page: 5 of 5

UNOFFICIAL COPY

SCHEDULE A - LEGAL DESCRIPTION

The following described land, situate, lying and being in the County of Cook, State of Illinois, to wit:

Lot 28 in the Resubdivision of Lots 1 to 20 both inclusive in Block 1; Lots 1 to 20 both inclusive in Block 2, Lots 1 to 11 inclusive in Block 3 in Oakton Manor fourth addition, being a Subdivision of the East 10 acres of Lot 2 in owners partition of the West 1/2 of the Northwest 1/4 of Section 27, Township 41 North, Range 12 East of the third principal meridian, in Cook County, Illinois.

For Informational Purposes Only the Property Address is:	815 GOODWIN DRIVE, PARK RIDGE TI
60068	

Reference #: 002215

COUNTY:

PARCEL ID:

09-27-111-009-0000

BLOCK:

LOT:

This Schedule A has been made accessible via our viebsite for review only purposes. The final Schedule will be included with your Title Commitment. Any changes nade to the Schedule which have not been sanctioned by Jre w. our company will not be included in the title policy and therefore will not be insured.

TITLESERV OF NEW JERSEY, INC. TS-2600337