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RECORDATION REQUESTED BY:

RBS CITIZENS, N.A. One Citizens Drive Riverside, RI 02915 Doc#: 1134156006 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 12/07/2011 09:33 AM Pg: 1 of 5

### WHEN RECORDED MAIL TO:

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

## THIS INSTRUMENT PREPARED BY:

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

## FIRST AMENDMENT TO MORTGAGE

This First Amendment to Mortgage (this "Amendment") is made as of 25th, of October, 2011 by and between and Song Guo and Juan F. Guo ci Palos Heights, 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 May 22, 2010 and recorded June 11, 2010 as Document No. 1016208082 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 53 South County Squire Drive, Unit 2, Palos Heights, Illinois (the "Property").
- B. The Mortgage secures the obligations of the Grantors under a MORTGAGE AGREEMENT dated May 22, 2010 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 \$30,000.00 upon the terms and subject to the conditions of this Amendment.

Illinois

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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 \$30,000.00.

### 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. Mortgage to secure amount of credit up to \$30,000.00. The Mortgage is hereby amended from securing the payment of all sums due under the Agreement between the Lender and the Grantors dated May 22, 2010, to solely securing the payment of all sums due under the Agreement, up to a maximum amount of \$30,000.00, 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.

**GRANTORS** 

Song Guo

Juan F∵Guo

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STATE OF ILLINOIS	)	
COUNTY OF <u>Cook</u> )	ss.	
1 Seul	Pate	certify that Song Guo and Juan F. Guo
personally known to me to 1	be the same	person whose name is (or are) subscribed to the
toregoing instrument, appeared	d before me t	his day in person, and acknowledged that he (she or
mey) signed and delivered the	instrument as	his (her or their) free and voluntary act, for the uses
and purposes therein set forth.		
	Before me:	
0,		Notary Public
70		My commission expires:
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OFFICIAL SEAL		811412
SEJAL PATEL	<u> </u>	
Noterly Public - State of Call My Commission Expires Aug 14, 2012		
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#### FIRST AMERICAN TITLE INSURANCE COMPANY

Commitment Number: 13519

## SCHEDULE C PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

LOT 15 IN BLOCK 6 IN COUNTRY SQUIRE UNIT NUMBER 2 BEING A SUBDIVISION OF THE NORTH 1325 FEET OF THAT PART OF THE NORTHWEST 1/4 OF SECTION 25 TOWNSHIP 37 NORTH RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF ADJACENT TO THE EAST LINE OF BRAND'S SECOND ADD:TIDN TO PALOS (EXCEPTING THE THEREFROM THE EAST 116 FEET) IN COOK COUNTY, ILLINOIS

23-25-112-015-0000

53 S. COUNTRY SQUIRE ROAD PALOS HEIGHTS IL

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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 25th day of October, 2011.

RBS CITTZENS, N.A.

John Endslow

Assistant Vice President and

Duly Authorized Agent

STATE OF RHODE ISLAND

COUNTY OF KENT )

h.

Oct. At Warwick, in said County, on this 25th day of October. 2011, personally appeared John Endslow, 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: Margaret A. McDonough

My Commission Expires: November 27, 2012

