# UNOFFICIAL COPY

Doc#: 1200556042 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 01/05/2012 09:59 AM Pg: 1 of 5

#### **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 RJW 212 Warwick, RJ 02886

#### THIS INSTRUMEN'T PREPARED BY:

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

PRIMARY TITLE SERVICES LLC 8833 Gross Point Rd. #205 Skokie, IL 60077 847-677-8833

#### FIRST AMENDMENT TO MORTGAGE

This First Amendment to Mortgage (th's "Amendment") is made as of 20th, of December, 2011 by and between and Victo Varghese and Betcy Varghese of Morton Grove, 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 June 2, 2010 and recorded June 28, 2010 as Document No. 1017904367 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 8511 Menaid Avenue, Morton Grove, Illinois (the "Property").
- B. The Mortgage secures the obligations of the Grantors under a MORTGAGE AGREEMENT dated June 2, 2010 evidencing an open ended line of credit from Lender to the Grantors in an amount not to exceed Seventy Two Thousand Five Hundred (\$72,500.00) (the "Agreement").
- C. The Lender and Grantors have agreed that the amount of credit secured by the Mortgage shall be reduced from \$72,500.00 to \$40,000.00 upon the terms and subject to the conditions of this Amendment.

Illinois

1200556042 Page: 2 of 5

### Dec 22 2811 14:56:1) 11770917 20 F Fax A L Charle De Dank/RBS Page 817

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 \$40,000.00.

#### 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: 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 \$40,000.00. The Mortgage is herein amount of the payment of all sums due under the Agreement between the Length and the Grantors dated June 2, 2010, to solely securing the payment of all sums due under the Agreement, up to a maximum amount of \$40,000.00, plus interest, collection costs, attorney fees and other amount due under the Agreement.

Section . 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 encluder the Property.

Section 4. <u>Acceptance by Lender and Grantors</u>. By their execution of this Amendment, the Lender and the Grantors accert 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 2% of 2%.

CRANTORS

/icto Varobe se

Betcy Varghese

SOM CO

1200556042 Page: 3 of 5

## **UNOFFICIAL COPY**

STATE OF ILLINOIS	)
COUNTY OF <u>Cook</u> )	) ss.
the foregoing instrument, app	_
	Before me:
0,	Notary Public
70	My commission expires: $12/17/13$
OFFICIAL SEAL MAKSIM MATUSEVICH Notary Public - State of Illinois My Commission Expires Dec 17, 2013	Occopt Colling Clort's Office

1200556042 Page: 4 of 5

## **UNOFFICIAL COPY**

#### FIRST AMERICAN TITLE INSURANCE COMPANY

Commitment Number: 13822

## SCHEDULE C PROPERTY DESCRIPTION

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

LOT 12 IN BLOCK 2 IN ALPER'S SUBDIVISION UNIT NUMBER 11 BEING A SUBDIVISION IN THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 20 TOWNSHIP 41 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

10-20-235-012-0000 8511 MENARD AVENUE MOPTON GROVE IL

1200556042 Page: 5 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 20th day of December, 2011.

**LENDER** 

RBS CITIZENS, N.A.

By:

Adam Roy
Its: Assistant V

Assistant Vice(President and

**Duly Authorized Agent** 

STATE OF RHODE ISLAND

) ss.

2000 CC

COUNTY OF KENT )

At Warwick, in said County, on this 20th day of De ember, 2011, 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: Margaret A. McDonough

My Commission Expires: November 27, 2012