

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, RI 02886

THIS INSTRUMENT PREPARED BY:

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

1229732 2/2

FIRST AMENDMENT TO MORTGAGE

This First Amendment to Mortgage (this "Amendment") is made as of 5th, of March, 2012 by and between and Robert R. Read and Elizabeth A. O'Grady of Chicago, Illinois (the "Grantors") and Charter One, a division of 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 19, 2008 and recorded June 6, 2008 as Document No. 0815804194 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 7544 N. Osceola Ave, Chicago, Illinois (the "Property").

B. The Mortgage secures the obligations of the Grantors under a MORTGAGE AGREEMENT dated May 19, 2008 evidencing an open ended line of credit from Lender to the Grantors in an amount not to exceed Seventy Thousand (\$70,000.00) (the "Agreement").

C. The Lender and Grantors have agreed that the amount of credit secured by the Mortgage shall be reduced from \$70,000.00 to \$49,000.00 upon the terms and subject to the conditions of this Amendment.

**Old Republic National Title
Insurance Company**
20 S. Clark Street, Ste. 2000
Chicago, IL 60603
312-641-7799

Illinois

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 \$49,000.00.

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.

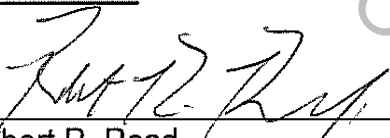
Section 2. Mortgage to secure amount of credit up to \$49,000.00. The Mortgage is hereby amended from securing the payment of all sums due under the Agreement between the Lender and the Grantors dated May 19, 2008, to solely securing the payment of all sums due under the Agreement, up to a maximum amount of \$49,000.00, plus interest, collection costs, attorney fees, and other amount due under the Agreement.

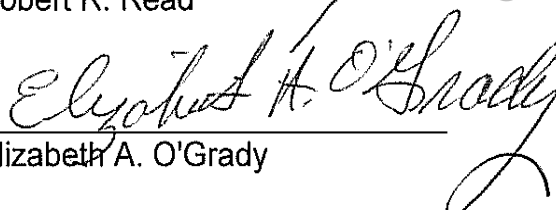
Section 3. No Other Changes. Except as modified by this Amendment, the terms of the Mortgage shall remain in full force and effect as modified by this Amendment, and the Mortgage shall continue to encumber the Property.

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 5th of March, 2012

GRANTORS


Robert R. Read


Elizabeth A. O'Grady

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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 5th day of March, 2012.

LENDER

RBS CITIZENS, N.A.

By: _____

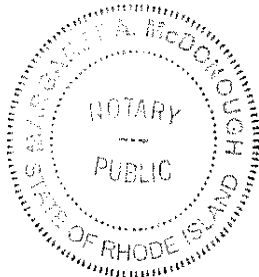
John Endslow

Its: Assistant Vice President and
Duly Authorized Agent

STATE OF RHODE ISLAND)
) ss.
COUNTY OF KENT)

At Warwick, in said County, on this 5th day of March, 2012, 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



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STATE OF ILLINOIS)
) ss.

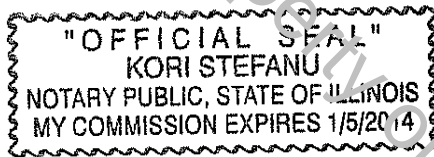
COUNTY OF Cook)

I Kori Stefanu, Notary, certify that Robert R. Read and Elizabeth A. O'Grady 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:

Kori Stefanu
 Notary Public

My commission expires: 1/5/14



Proposed of Cook County Clerk's Office

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LEGAL DESCRIPTION

THE NORTH 6 FEET OF LOT 38 AND ALL OF LOT 39 IN BLOCK 26 IN HULBERT'S MILWAUKEE AVENUE SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address commonly known as:

7544 North Osceola Avenue

Chicago, IL 60631

PIN#: 09-25-402-049-0000

Property of Cook County Clerk's Office