

# UNOFFICIAL COPY

May. 25. 2012 11:22AM



Doc#: 1215956012 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 06/07/2012 09:24 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. LIBERTY TITLE &  
Attn: Servicing Dept. ESCROW COMPANY  
443 Jefferson Boulevard 1575 SOUTH COUNTY TRAIL  
Warwick, RI 02886 EAST GREENWICH, RI 02818

**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 14th, of May, 2012 by and between and James H. Robinson and Deborah D. Robinson of Chicago, 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 28, 2009 and recorded June 25, 2009 Instrument No. 0917617044, 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 11530 South Hale Avenue, Chicago, Illinois (the "Property").

B. The Mortgage secures the obligations of the Grantors under a MORTGAGE AGREEMENT dated May 28, 2009 evidencing an open ended line of credit from Lender to the Grantors in an amount not to exceed Fifty Thousand (\$50,000.00) (the "Agreement").

C. The Lender and Grantors have agreed that the amount of credit secured by the Mortgage shall be reduced from \$50,000.00 to \$45,000.00 upon the terms and subject to the conditions of this Amendment.

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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 \$45,000.00.

**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:

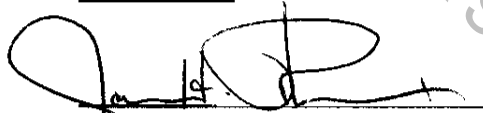
Section 1. References; Defined Terms. All capitalized terms used herein and defined in the foregoing Recitals shall have the meanings given to such terms in the foregoing Recitals. All capitalized terms used but not defined herein shall have the meanings given to such terms in the Mortgage.

Section 2. Mortgage to secure amount of credit up to \$45,000.00. The Mortgage is hereby amended from securing the payment of all sums due under the Agreement between the Lender and the Grantors dated May 28, 2009, to solely securing the payment of all sums due under the Agreement, up to a maximum amount of \$45,000.00, plus interest, collection costs, attorney fees, and other amount due under the Agreement.

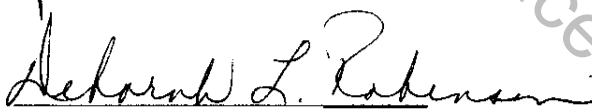
Section 3. No Other Changes. Except as modified by this Amendment, the terms of the Mortgage shall remain in full force and effect as modified by this Amendment, and the Mortgage shall continue to encumber the Property.

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 25 of May, 2012

**GRANTORS**


James H. Robinson



Deborah L. Robinson

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STATE OF ILLINOIS     )  
  ) ss.  
COUNTY OF Cook )

I Katrine Edwards, Notary Public certify that James H. Robinson and Deborah L. Robinson 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: *Katrine Edwards*  
Notary Public  
My commission expires: June 16, 2013



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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 14th day of May, 2012.

LENDER

RBS CITIZENS, N.A.

By:

  
Adam Roy

Its:


Assistant Vice President and  
Duly Authorized Agent

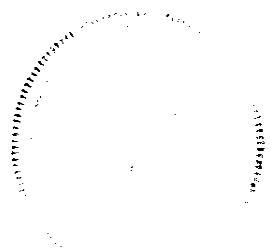
STATE OF RHODE ISLAND )

) ss.

COUNTY OF KENT )

At Warwick, in said County, on this 14th day of May, 2012, 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



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## Exhibit 'A'

THE SOUTH 33 FEET 5 INCHES OF THE NORTH 167 FEET 1 INCH OF LOTS 4, 5, 6, AND 7 TAKEN AS A TRACT IN BLOCK 96 IN WASHINGTON HEIGHTS, IN SECTION 19, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUBJECT TO ALL RESTRICTIONS, EXCEPTIONS, RESERVATIONS, STIPULATIONS, CONDITIONS, RIGHTS OF WAY AND EASEMENTS OF RECORD.

BEING THE SAME PROPERTY CONVEYED TO JAMES H. ROBINSON AND DEBORAH L. ROBINSON, HIS WIFE BY DEED FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, RECORDED 05/05/1975 IN INSTRUMENT # 28071260 , IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS .

TAX ID# 25-19-306-019

PROPERTY ADDRESS  
11530 S HALE AVENUE  
CHICAGO IL 60643

Property of Cook County Clerk's Office