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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 92886



Doc#: 1217346028 Fee: \$46.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds
Date: 06/21/2012 10:55 AM Pg: 1 of 5

THIS INSTRUMEN PREPARED BY:

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

FIDELITY NATIONAL TITLE 52004469 2/2

FIRST AMENDMENT TO MORTGAGE

This First Amendment to Mortgage (this 'Amendment') is made as of 29th, of May, 2012 by and between and Justin W. Latham and Ame D. Latham 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 March 31, 2008 and recorded April 22, 2008 as Instrument No. 00811336157 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 11006 South Harding Avenue, Chicago, Illinois (the "Property").
- B. The Mortgage secures the obligations of the Grantors under a MORTGAGE AGREEMENT dated March 31, 2008 evidencing an open ended line of credit from Lender to the Grantors in an amount not to exceed One Hundred Thousand (\$100,000.00) (the "Agreement").
- C. The Lender and Grantors have agreed that the amount of credit secured by the Mortgage shall be reduced from \$100,000.00 to \$75,500.00 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 \$75,500.00.

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 \$75,500.00. The Mortgage is hereby amended from securing the payment of all sums due under the Agreement between the Lender and the Grantors dated March 31, 2008, to solely securing the payment of all sums due under the Agreement, up to a maximum amount of \$75,500.00, 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>. Py 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 th	is Amendment to be
executed effective as o	of the of _	, 20	4,	

GRANTORS

Justin VV. Latham

Anne D. Latham

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STATE OF ILLINOIS)	
) ss.	
COUNTY OF Cook)	·	

Latham 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:

MARY AND BUNNELL
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/13/2014

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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 29th day of May, 2012.

LENDER

RBS CITIZENS, N.A.

By:

John Endslow

The state of the s Assistant Vice President and Its:

Duly Authorized Agent

STATE OF RHODE ISLAND

) ss.

COUNTY OF KENT)

At Warwick, in said County, on this 29th day of May 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 ar ! 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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UOC

EXHIBIT A

ORDER NUMBER:2011

052004464

STREET ADDRESS: 11006 S HARDING AVE

CITY: CHICAGO

TAX NUMBER: 24-14-313-013-0000

COUNTY: COOK COUNTY

LEGAL DESCRIPTION:

LOT 17 IN ANNA BITTIN'S GARDEN HOMES, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 14, TOVASHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK JOK. OOK 32. COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 1938, AS DOCUMENT NUMBER 12136180, IN 300K 324 OF PLATS, PAGE 4, IN COCK COUNTY, ILLINOIS.

Common Address: 11006 South Harding Avenue, Illinois, Permanent Parcel Number: