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RECORDATION REQUESTED BY:

RBS CITIZENS, N.A. One Citizens Drive Riverside, RI 02915



Doc#: 1219104023 Fee: \$48.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 07/09/2012 09:01 AM Pg: 1 of 6

WHEN RECORDED MAIL TO:

RBS CITIZENS, N.A.
Attn: Servicing Dept.
443 Jefferson Boulevard RJW 212
Warwick, RI 02836

THIS INSTRUMENT PREPARED BY:

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

FIRST AMENDMENT 12:0 MORTGAGE

This First Amendment to Mortgage (this "Amendment") is made as of 23rd, of March, 2012 by and between and Domenico A. Presta and Aneta M. Presta of Barrington, 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 December 8, 2010 and recorded January 13, 2011 as Document No. 1101315053 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 510 Fould Gate Drive, Barrington, Illinois (the "Property").
- B. The Mortgage secures the obligations of the Grantors under a MORTGAGE AGREEMENT dated December 8, 2010 evidencing an open ended line of credit from Lender to the Grantors in an amount not to exceed Four Hundred Ninety Six Thousand Two Hundred (\$496,200.00) (the "Agreement").
- C. The Lender and Grantors have agreed that the amount of credit secured by the Mortgage shall be reduced from \$496,200.00 to \$399,750.00 upon the terms and subject to the conditions of this Amendment.

BOX 334 CTT SOLVENTUM

COC 8843057 2/30

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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 \$399,750.00.

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 \$399,750.00. The Mortgage is hereby an ended from securing the payment of all sums due under the Agreement between the Lender are to e Grantors dated December 8, 2010, to solely securing the payment of all sums due under the Agreement, up to a maximum amount of \$399,750.00, plus interest, collection costs, attorney fees, and other amount due under the Agreement.
- Section 3. No an er Changes. Except as modified by this Amendment, the terms of the Mortgage shall remain in fair force and effect as modified by this Amendment, and the Mortgage shall continue to encumber the crop erty.
- Section 4. Acceptance by Ler der and Grantors. By their execution of this Amendment, the Lender and the Grantors accept an Lar preve this First Amendment to Mortgage.

GRAI

Domenico A. Presta

Aneta M Presta

Jun-13-2012 03 44 FM 10s1) G Deck For OUT 15 16 AL COPY

STATE OF ILLINOIS) SS. COUNTY OF Cook) 1 = yron Detres . certify that Domenico A. Presta and Aneta M. Presta 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.

Stopology Ox Coop

My commission expires:

OFFICIAL SEAL **BYRON BATRES**

Notary Public - State of Illinois My Comm 98 May 21, 2013

> OFFICIAL SEA BYRON BATHES Ary Public - State of Mino. Ammission Expires May 21, 2010 My Commission Expires May 21, 201

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STREET ADDRESS: 510 POND GATE DRIVE

CITY: BARRINGTON HILLS COUNTY: COOK

TAX NUMBER: 01-19-301-007-0000

LEGAL DESCRIPTION:

PARCEL 1: LOT 7 IN POND GATE FARM SUBDIVISION, BEING A SUBDIVISION OF PARTS OF SECTIONS 19 AND 30, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 30, 2001 AS DOCUMENT NUMBER 0010456380, IN COOK COUNTY, LLINOIS

PARCEL 2: A PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR THE PURPOSE OF INGRESS AND EGRESS OVER AREAS MARKED AS PRIVATE STREETS ON THE PLAT OF POND GATE FARM DED M.

OF COOK COUNTY CLERK'S OFFICE SUBDIVISION RECORDED MAY 30, 2001 AS DOCUMENT NUMBER 0010456380, IN COOK COUNTY, ILLINOIS.

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EXHIBIT A

Insert Legal Description

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY
Control
Contr

Common Address: 510 Pond Gate Drive, Illinois,

Permanent Parcel Number:

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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 23rd day of March, 2012.

LENDER

Or L. Ats: RBS CITIZENS, N.A.

John Endslow

Assistant Vice President and

Duly Authorized Agent -OUNT

STATE OF RHODE ISLAND

) ss.

COUNTY OF KENT)

At Warwick, in said County, on this 23rd 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

