

**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

LIBERTY TITLE & ESCROW COMPANY  
1575 SOUTH COUNTY TRAIL  
EAST GREENWICH, RI 02818

**THIS INSTRUMENT PREPARED BY:**

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

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**FIRST AMENDMENT TO MORTGAGE**

This First Amendment to Mortgage (this "Amendment") is made as of 5th, of October, 2012 by and between and Dennis J O'Keefe and Mary Jo Barrett of Evanston, 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 October 10, 2008 and recorded October 27, 2008 as Document No. 0830108329 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 540 Florence Avenue, Evanston, Illinois (the "Property").

B. The Mortgage secures the obligations of the Grantors under a MORTGAGE AGREEMENT dated October 10, 2008 evidencing an open ended line of credit from Lender to the Grantors in an amount not to exceed Two Hundred Fifty Thousand (\$250,000.00) (the "Agreement").

C. The Lender and Grantors have agreed that the amount of credit secured by the Mortgage shall be reduced from \$250,000.00 to \$50,500.00 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 \$50,500.00.

## 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. 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.

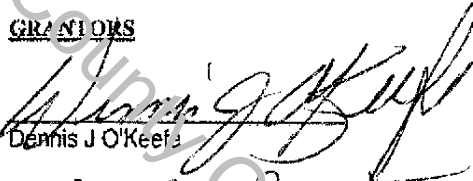
Section 2. Mortgage to secure amount of credit up to \$50,500.00. The Mortgage is hereby amended from securing the payment of all sums due under the Agreement between the Lender and the Grantors dated October 10, 2008, to solely securing the payment of all sums due under the Agreement, up to a maximum amount of \$50,500.00, 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 18 of Jan, 2013

GRANTORS

  
Dennis J O'Keefe

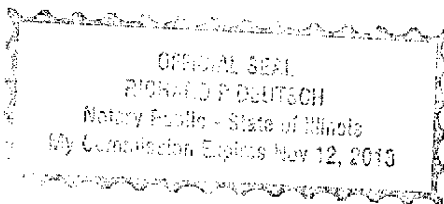
  
Mary Jo Barrett

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STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF Cook )

I Richard P Deutsch certify that Dennis J O'Keefe and Mary Jo Barrett 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: Richard P Deutsch  
Notary Public  
My commission expires: 11-12-13



Property of Cook County Clerk's Office

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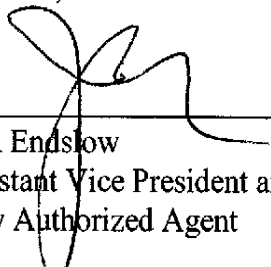
### ACCEPTANCE BY LENDER

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 October, 2012.


### LENDER

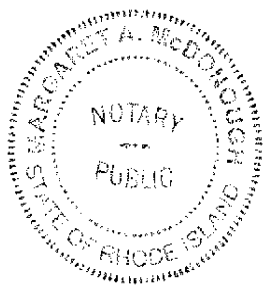
RBS CITIZENS, N.A.

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 October, 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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## EXHIBIT "A"

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO WIT:

LOT 3 IN PIONEER SUBDIVISION OF THAT PART OF THE SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 13, 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 DENNIS J. O'KEEFE AND MARY JO BARRETT, NOT IN TENANCY IN COMMON, BUT IN JOINT TENANCY BY DEED FROM MORTON HAMMER AND MARIE C. HAMMER, HIS WIFE, RECORDED 05/30/1979 IN DOCUMENT #24979672, IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 540 FLORENCE AVENUE, EVANSTON, IL 60202

TAX ID# 10-24-426-018-0000