

# UNOFFICIAL COPY



Doc#: 1307755163 Fee: \$46.00  
RHSP Fee: \$10.00 Affidavit Fee:  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 03/18/2013 02:42 PM 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.  
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

PROPERTY OF COOK COUNTY CLERK'S OFFICE  
DIGITAL COPY  
RETURN TO  
370  
157  
\$87,000.00  
8/1/13

## FIRST AMENDMENT TO MORTGAGE

This First Amendment to Mortgage (this "Amendment") is made as of 16th, of January, 2013 by and between and Donald J Perkins and Colleen J Perkins of Rolling Meadows, 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 January 11, 2011 and recorded January 26, 2011 as Document No. 1102608000 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 2407 Eastman Street, Rolling Meadows, Illinois (the "Property").

B. The Mortgage secures the obligations of the Grantors under a MORTGAGE AGREEMENT dated January 11, 2011 evidencing an open ended line of credit from Lender to the Grantors in an amount not to exceed Eighty Seven Thousand (\$87,000.00) (the "Agreement").

C. The Lender and Grantors have agreed that the amount of credit secured by the Mortgage shall be reduced from \$87,000.00 to \$75,000.00 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 \$75,000.00.

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 \$75,000.00. The Mortgage is hereby amended from securing the payment of all sums due under the Agreement between the Lender and the Grantors dated January 11, 2011, to solely securing the payment of all sums due under the Agreement, up to a maximum amount of \$75,000.00, 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 27 of FEBRUARY 2013

**GRANTORS**

X Donald J Perkins  
Donald J Perkins

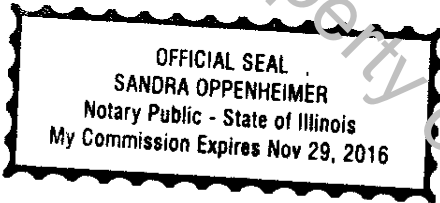
X Colleen J Perkins  
Colleen J Perkins

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STATE OF ILLINOIS       )  
  ) ss.  
COUNTY OF Cook )

I the undersigned, certify that Donald J Perkins and Colleen J Perkins 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: *Sandra Oppenheimer*  
Notary Public  
My commission expires: 11-29-16



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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 16th day of January, 2013.

### LENDER

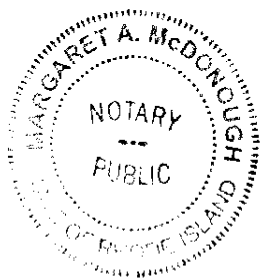
RBS CITIZENS, N.A.

By: CSJ  
Christopher Knowles  
Its: Vice President and  
Duly Authorized Agent

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

At Warwick, in said County, on this 16th day of January, 2013, personally appeared Christopher Knowles, 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.

Margaret A McDonough  
Notary Public: Margaret A McDonough  
My Commission Expires: November 27, 2016



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H

## EXHIBIT A

File No.: 2121761

Property Address: 2407 EASTMAN STREET, ROLLING MEADOWS, IL, 60008

LOT 354 IN ROLLING MEADOWS UNIT NUMBER 2, BEING A SUBDIVISION OF THE SOUTHE ½ OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE DEED OF SUBDIVISION, RECORDED OCTOBER 2, 1953 AS DOCUMENT 1673911, IN COOK COUNTY, ILLINOIS.

**PIN: 02-25-405-001-0000**

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