

# UNOFFICIAL COPY



Doc#: 1501519014 Fee: \$46.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 01/15/2015 09:09 AM Pg: 1 of 5

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Prepared by: Melissa Pariseau  
RBS Citizens, N.A.  
443 Jefferson Blvd  
Warwick, Rhode Island 02886

Loan# \*\*\*\*\*1949

## MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

THIS MODIFICATION AGREEMENT ("Agreement") is made this 16th day of October, 2014 between William Richardson Jr and Elizabeth Richardson ("Borrower") and RBS Citizens, N.A. f/k/a Citizens Bank N.A. s/b/m to Charter One Bank, N.A. ("Lender"). In this Agreement the words "I," "me" and "my" mean each person, individually and jointly, who signs this Agreement as Borrower.

WHEREAS, I have entered into a Home Equity Line of Credit Agreement ("Line of Credit Agreement") with Lender dated September 9, 2004, which is secured by a Mortgage, Deed of Trust, or Security Deed of the same date and recorded in document ID# 0427939019 in the Records of the County of Cook (the "Security Instrument"), covering real and personal property described in the Security Instrument and located at 17014 Elm Drive Hazel Crest Illinois 60429 (the "Property"), which Line of Credit Agreement and Security Instrument may have been amended (collectively, the "Loan Documents");

*[If the original lender was different, replace the above paragraph with the following:]*

WHEREAS, you have entered into a Home Equity Line of Credit Agreement ("Line of Credit Agreement") with RBS Citizens, N.A. f/k/a Citizens Bank N.A. s/b/m to Charter One Bank, N.A. dated September 9, 2004, which is secured by a Mortgage, Deed of Trust, or Security Deed of the same date and recorded in document ID# 0427939019 in the Records of the County of Cook (the "Security Instrument"), covering real and personal property described in the Security Instrument and located at 17014 Elm Drive Hazel Crest Illinois 60429 (the "Property"), which Line of Credit Agreement and Security Instrument may have been amended (collectively, the "Loan Documents");

WHEREAS, Lender is the successor in interest to RBS Citizens, N.A.;

WHEREAS, I desire that Lender extend the maturity date of the Loan Documents to provide for the repayment of the unpaid principal balance of the Loan Documents; and

WHEREAS, I desire no longer to be able to obtain credit advances under the Line of Credit Agreement. If there has been a check drawn on the account during the execution of the modification agreement, RBS Citizens will honor the check. Upon review of your account, you will be required to reapply. Be advised the additional draw may disqualify you from obtaining the new modification.

SC yes  
P 5  
S 1  
M No  
SC yes  
E yes  
INT 2  
  
S y  
P 5  
S N  
M N  
SC y  
E y  
INT 97

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1. I represent that since October 16, 2014 I have not obtained any credit advances under the Line of Credit Agreement. Further, I understand and agree that I will no longer be able to obtain credit advances under the Line of Credit Agreement and will begin to repay the unpaid principal balance over a 15 year period. The maturity date of the Loan Documents is hereby extended to November 23, 2029 (the "Maturity Date").
2. As of the date of this Agreement the amount payable under the Loan Documents is U.S. \$32,659.95 (this amount is called "Principal"), consisting of the unpaid amount(s) loaned to me by Lender plus any interest and other amounts capitalized. I promise to pay the Principal, plus interest, to the order of Lender.
3. Interest will be charged on the unpaid principal balance from November 23, 2014 until the full amount of the Principal has been paid. I will pay interest at a yearly rate of 5.00%. Interest will be computed on a 365/366 simple interest basis. This means that Lender will apply the ratio of the yearly interest rate over the number of days in a year (366 during leap years), multiplied by the unpaid principal balance, multiplied by the actual number of days the principal balance is outstanding. Because I will pay interest on my actual balance each day, the amount of interest I will pay will be higher if my payments are generally made later than scheduled, and lower if my payments are generally made earlier than scheduled. I agree to pay the actual amount of interest that accrues on the unpaid principal balance.
4. I promise to make monthly payments of principal and interest of U.S. \$258.28, beginning on December 23, 2014, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 5.00% will remain in effect until principal and interest are paid in full. If, on the Maturity Date, I still owe amounts under the Loan Documents, as amended by this Agreement, I will pay these amounts in full on the Maturity Date.
5. I agree to comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of the Loan Documents, including without limitation, my covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that I am obligated to make under the Loan Documents.
6. I understand and agree that:
  - (a) All the rights and remedies, stipulations, and conditions contained in the Loan Documents relating to default in the making of payments under the Loan Documents shall also apply to default in the making of the payments under this Agreement.
  - (b) All covenants, agreements, stipulations, terms and conditions in the Loan Documents shall be and remain in full force and effect, except as modified by this Agreement. None of my obligations or liabilities under the Loan Documents shall be diminished or released by any provision of this Agreement, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights or remedies under the Loan Documents, whether such rights or remedies arise under the terms of the Loan Documents or by operation of law. Also, Lender expressly reserve all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Loan Documents.
  - (c) I have no right of set-off or counterclaim, or any defense to the obligations of the Loan Documents.
  - (d) Nothing in this Agreement shall be understood or construed to be a satisfaction, novation or release in whole or in part of the Line of Credit Agreement or Security Instrument.
  - (e) I agree to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and

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accepted by Lender, shall bind and inure to my heirs, executors, administrators, and assigns.

**IOWA RESIDENTS: IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS NOTE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS NOTE ONLY BY ANOTHER WRITTEN NOTE.**

**KANSAS RESIDENTS:** Notice to Consumers: 1. Do not sign this agreement before you read it. 2. You are entitled to a copy of this agreement.

**MISSOURI RESIDENTS:** Oral Notes or commitments to loan money, extend credit or to forbear from enforcing repayment on a debt including promises to extend or renew such debt are not enforceable. To protect you (borrowers) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

**TEXAS RESIDENTS:** THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

**UTAH RESIDENTS:** This Note is the final expression of the Note between the parties and it may not be contradicted by evidence of an alleged oral agreement.

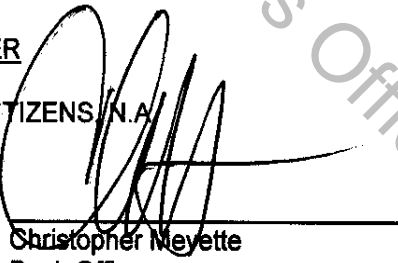
**WASHINGTON RESIDENTS:** Oral agreement or commitment to loan money, extend credit, or to forbear from enforcing repayment of a debt are not enforceable under Washington law.

IN WITNESS WHEREOF, the Lender and Borrower have executed or caused this Agreement to be executed effective as of the 16th of October, 2014.

LENDER

RBS CITIZENS N.A.

By:



Christopher Meyette

Its:

Bank Officer

  
William Richardson Jr  
Elizabeth Richardson

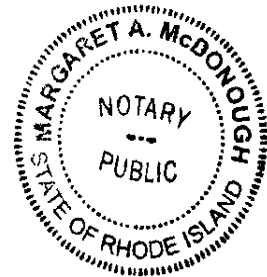
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## ACKNOWLEDGEMENTS

STATE OF RHODE ISLAND  
COUNTY OF KENT

In Warwick, on this 16th day of October, 2014, before me personally appeared Christopher Meyette, a Bank Officer of RBS Citizens, N.A., a national banking association, to me known and known by me to be the party executing the foregoing instrument on behalf of said bank, and acknowledged said instrument and the execution thereof to be his/her free act and deed in said capacity and the free act and deed of RBS CITIZENS, N.A.

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

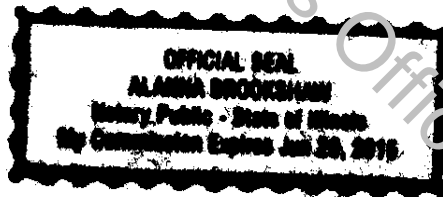


STATE OF Illinois  
COUNTY OF Cook

In Illinois, on this 22 day of October, 2014, before me personally appeared William Richardson Jr and Elizabeth Richardson, to me known and known by me to be the party executing the foregoing instrument and acknowledged said instrument and the execution thereof to be his/her free act and deed.

Before me: Alanna Brookshaw  
Notary Public  
Print Name Alanna Brookshaw  
My commission expires: 07-20-2015

[SEAL]



After Recording Return to:  
RBS CITIZENS, N.A.  
Attn: Servicing Dept  
443 Jefferson Boulevard, JBW 212  
Warwick, RI 02886

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"EXHIBIT A"

LOT 504 IN HAZELCREST HIGHLANS 8<sup>TH</sup> ADITION, BEING A SUBDIVISION OF PART OF  
THE NORTHEAST ¼ OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. TAX # 28-26-206-003-0000

Property of Cook County Clerk's Office