

UNOFFICIAL COPY



0432426007

Record and Return to:

Doc#: 0432926007
Eugene "Gene" Moore Fee: \$28.50
Cook County Recorder of Deeds
Date: 11/24/2004 09:21 AM Pg: 1 of 3



Southpointe Plaza II
Suite 300
380 Southpointe Blvd.
Canonburg, PA 15317
(800) 222-0050

240072

NOTE AND MORTGAGE MODIFICATION AGREEMENT

Citibank Loan # 2708368713

[PROPERTY DESCRIPTION – SEE ATTACHED RIDER A]

THIS AGREEMENT is made and entered into this 08/26/2004, by and between Citibank, F.S.B., whose principal place of business is 11800 Spectrum Center Drive, Reston, VA 22090 (the "Lender"), and **JOHN RAU and CAROLYN RAU, HUSBAND AND WIFE**, (collectively referred to herein as "Borrower"). The "Property" means the real estate located at **4212 OAKLEY AV N, CHICAGO, IL 60618**.

WHEREAS, Borrower obtained a home equity line of credit from Lender on 05/09/2003, which line of credit is evidenced by a Home Equity Line of Credit Agreement and Disclosure (referred to herein as the "Note") and secured by a Security Instrument ("Security Instrument") in the form of a mortgage or deed of trust recorded as 3404955 of the Official Records of **COOK** county (or if secured by a co-op, a security interest in the stock ownership of the co-op). The original Security Instrument was in the principal amount of **\$23,000.00**; and

WHEREAS, all terms used herein and not otherwise defined shall have the meaning set forth in the Note; and

WHEREAS, Borrower has requested that the Credit Limit set forth in the Note be increased, and Lender is willing to allow the Credit Limit to be so increased.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Lender and Borrower agree as follows:

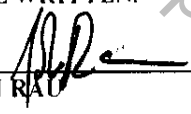

1. **CREDIT LIMIT INCREASE**. Borrower and Lender hereby agree to increase the Credit Limit set forth in the Note to **\$62,400.00** and to modify the Security Instrument so that the principal amount secured by the Security Instrument is **\$62,400.00**.
2. **NO OTHER MODIFICATION**. Except as otherwise set forth herein, all other terms and conditions of the Note and Security Instrument shall remain unchanged and in full force and effect.
3. **SECURITY INSTRUMENT**. Lender and Borrower agree that the Security Instrument described above will continue to secure all obligations to Lender under the Note as modified by this Agreement. Nothing in this Agreement will affect or impair Lender's security interest in, or lien priority on, the property described in the Security Instrument, and/or be construed to be a novation, satisfaction or a partial or total release of the Note or Security Instrument.

UNOFFICIAL COPY

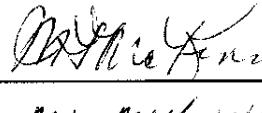


- 4. **COMPLETE TRANSACTION.** Except as expressly modified by this Agreement, all terms of the Note and Security Instrument remain in full force and effect. By signing below, Lender and Borrower acknowledge there are no additional terms or agreements between them, oral or written.
- 5. **NON-WAIVER.** This Agreement does not constitute a limitation or waiver of Lender's rights to prohibit, or restrict, any future modifications requested by Borrower or to enforce any rights or remedies contained in the Note or Security Instrument.
- 6. **OTHER TERMS.** If any terms of this Agreement are deemed invalid or unenforceable, or otherwise affect a lien priority of the Security Instrument, this Agreement shall immediately terminate and the original terms of the Note and Security Instrument shall apply.

LENDER AND BORROWER AGREE AND ACCEPT THE TERMS OF THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

 _____ JOHN RAU _____ Date	 _____ CAROLYN RAU _____ Date
_____ Date	_____ Date
_____ Date	_____ Date

Citibank, F.S.B.

By: 
 Name: ML MCKINNEY, AVP
 Title: AVP


Prepared by
 Citibank F.S.B.
 11800 Spectrum Center Dr.
 Reston VA 20190

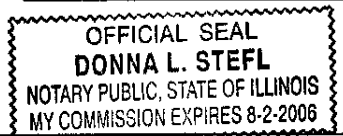
STATE OF ILLINOIS)
 County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **JOHN RAU and CAROLYN RAU**, personally known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (s)he(they) signed sealed and delivered the said instrument as his(her)(their) free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27 day of AUGUST 2004

My Commission Expires: 8-2-2006


 Notary Public



UNOFFICIAL COPY



**NOTE AND MORTGAGE MODIFICATION AGREEMENT
RIDER A – PROPERTY DESCRIPTION**

LOT 19 IN OAKLEY GARDENS, BEING A RESUBDIVISION OF PART OF LOT 3 IN BLOCK 1 IN W.B. OGDEN'S SUBDIVISION OF THE SOUTHWEST ¼ OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 14-18-309-058

Property of Cook County Clerk's Office